

JOINTLY OWNED PROPERTY DECLARATION

PARTICULARS SCHEDULE:					
Item	Description		Detail		
1.	Registered Owner	Deyaar Development PJSC			
2.	Developer Number	15			
3.	Project Name	Midtown			
4.	Escrow Account No	Not applicable			
5.	Land Description	Freehold: √			Leasehold
		Plot Nos: CR.001			Plan No:
6.	Registered Mortgagee	Not applicable			

DECLARATION:

a. Declaration and Signature of Owner/Owners Association

I, the undersigned, declare that the information provided in this Jointly Owned Property Declaration complies with Law No 27 of 2007 and is true, correct and complete in every respect.

Name:

Stamp:

Signature

RECEIVING DATE

SIGNATURE / EMPLOYEE NAME

REGISTERED

INTRODUCTION

In order to understand the structure and operation of the Jointly Owned Component (including all Residential Unit and Retail Units within the Jointly Owned Component) and the Owners Association as well as the management of Midtown as a whole it is recommended that the reader start with the Contents on Page 3 followed by Item 2 Page 4.

Description of the structure and management of the project.

The reader will note that references are made to the Schedules where information is set out. In particular the reader should review Schedule B which sets out in diagram form the management structure applying.

The reader should also be aware that this document is to be read alongside Law No 27 of 2007 and the Directions. The Direction for Association Constitution which regulates the conduct of the Owners Association, General Assemblies and sets out codes of conduct and ethics for Association Managers and Board members is of particular relevance to the operation of an Owners Association and should be read in conjunction with this Jointly Owned Property Declaration.

The reader should note that many terms in this Jointly Owned Property Declaration are capitalised and the Definitions and Interpretation section set out in Schedule I will assist with such terms.

Whilst every endeavour has been made to ensure this document is comprehensible, parties if in doubt, should seek professional assistance.

The clause headings are for convenience and shall be disregarded in construing this Jointly Owned Property Declaration.

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1. **Name of Owners Association:** The Midtown Jointly Owned Component Owners Association
2. **Description of the structure and management of the Project**

Project description

- 2.1. The project consists of the construction of the following by the Developer on a shared podium over six (6) Phases:
 - (a) [insert total number of] Buildings comprising the Jointly Owned Component constructed and to be constructed over four (4) Phases; and
 - (b) future development (to be determined by the Developer in its sole discretion) of Single Ownership Component(s), additional Buildings (forming the Jointly Owned Component) and/or other jointly owned component(s) for non-residential/retail uses to be constructed over the remainder of the other two (2) Phases,(being referred to as "Project").
- 2.2. The Jointly Owned Component is a:
 - (a) mixed use development incorporating the Uses; and
 - (b) development made up predominantly of Residential Units, some Retail Units at ground and mezzanine level, and the Component Common Area.
- 2.3. The Buildings Management Statement balances the interests of the Retail Units and the Residential Units and will be binding on the Owners Association and Unit Owners and be registered as a separate restriction on title. A copy of the Buildings Management Statement is attached to this Jointly Owned Property Declaration at Schedule G.
- 2.4. The Jointly Owned Component is subject to the IMPZ Master Community Declaration and the Midtown Master Community Declaration, which set out the respective rights and obligations in relation to the use of the:
 - (a) IMPZ community areas and facilities in the IMPZ Master Community; and
 - (b) Midtown Communal Facilities in the Midtown Master Community.

The layered community diagram in Schedule B will assist the reader in understanding the nature of a layered community structure and the relationship between the Master Developer, Developer and the Owners Association.

Owners Association

- 2.5. The Midtown Jointly Owned Component Owners Association manages the Jointly Owned Component and the Component Common Areas. Notwithstanding that there is more than one Use in the Jointly Owned Component there is one Owners Association for the entire Jointly Owned Component.
- 2.6. The Owners Association must retain an Association Manager who must be licensed and registered with RERA. The Association Manager assists the Board and the Owners Association to discharge their obligations under the Jointly Owned Property Laws. A Diagram setting out the relationship between the Owners Association, the Board, the Association Manager, service providers and Owners is set out in Schedule B.
- 2.7. The Owners Association shall be responsible for ensuring the Component Common Areas and related services are provided at all times to a high standard and in accordance with:
 - (a) the Applicable Laws;
 - (b) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration;
 - (c) the Midtown Master Community Declaration and any Rules and Regulations;

- (d) the Buildings Management Statement; and
- (e) this Jointly Owned Property Declaration and Community Rules.

In the event of any conflicting provisions amongst the items listed in 2.7(a) to 2.7(g)2.7(e) above, the prevailing order is set out below:

- (f) the Applicable Laws shall prevail over the other items listed in 2.7(b) to 2.7(e);
- (g) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration shall prevail over the items listed in 2.7(c) to 2.7(e);
- (h) the Midtown Master Community Declaration and any Rules and Regulations shall prevail over the items listed in 2.7(d) and 2.7(e); and
- (i) the Buildings Management Statement shall prevail over the items listed in 2.7(e).

- 2.8. Unit Owners are members of the Owners Association and may (pursuant to the Buildings Management Statement) elect a Board at the General Assembly who will be responsible for the direction of the Owners Association.
- 2.9. The Unit Owners and Occupiers must comply with the obligations set out in Item 2.7 in so far as those obligations apply to the Unit Owners.

Sub-Committee and Board

- 2.10. Due to the number of Unit Owners within the Jointly Owned Component and the need for appropriate representation from each Building to be maintained for each Phase, Unit Owners of Units comprising a Building in a Phase will appoint a Building Delegate to make up the Sub-Committee for that Phase.
- 2.11. The Building Delegates comprising the Sub-Committee shall comprise the General Assembly and will be entitled to elect representatives from their Sub-Committee to the Board and exercise other rights of all Unit Owners at a General Assembly.
- 2.12. The Retail Unit Owners shall also be entitled to appoint a Retail Delegate to be a Board member.
- 2.13. The Board shall be entitled to appoint representative(s) from its member(s) to attend the Midtown Master Community Majlis Contemplated under the Midtown Master Community Declaration.
- 2.14. The Internal Management diagrams in Schedule B will assist the reader to understand how each Owner is represented and the make-up of the Board. The Buildings Management Statement sets out the detail as to the rights and obligations and the appointment of the Sub-Committee and the Board.

Service Charges

- 2.15. Unit Owners within the Jointly Owned Component will benefit from the Component Common Areas and related services and facilities and must therefore pay Service Charges to cover related costs and expenses.
- 2.16. Service Charges will be levied on Unit Owners having regard to their Entitlement and having regard to other assessments conducted under the Buildings Management Statement. Each Unit's Entitlement is set down in Item 3 and Schedule F and calculated in accordance with Item 4.
- 2.17. Service Charges will include the Service Charges as levied on Unit Owners under this Jointly Owned Property Declaration and the Applicable Laws, and may also include:
 - (a) a share of the Midtown Master Community Charges as levied against the Owners and the Owners Association (hence all the Unit Owners) by the Developer pursuant to the Midtown Master Community Declaration; and

- (b) a share of the IMPZ Master Community Charges as levied against the Midtown Master Community by the Master Developer pursuant to the IMPZ Master Community Declaration.

In the event that Midtown Master Community Charges and/or the IMPZ Master Community Charges are not included in the Service Charges, the Unit Owners shall pay the Developer and Master Developer the Unit Owners' share of the Midtown Master Community Charges and the IMPZ Master Community Charges as and when incurred and requested by the Master Developer, Developer, the Owners Association or the Association Manager.

3. Numbering and Entitlement of Units

- 3.1. Subject to Item 3.2, the numbering of Units and Entitlements attributed to Units are set out in Schedule F.
- 3.2. As an when the Buildings (comprising the Jointly Owned Component) are being constructed by the Developer over time and over the different Phases, the Entitlements attributed to the Units may be subject to change and such change will be in accordance with the directions from RERA.

4. Calculation of Entitlements and assessment of Service Charges

- 4.1. Services Charges contribution by the Owner are assessed based on:
 - (a) the Entitlement; or
 - (b) weighting assessment undertaken by the Association Manager in accordance with the requirements of RERA.
 - (c) weighting assessments undertaken in accordance with the Buildings Management Statement to ensure the Service Charges are 'fair and equitable' between the Residential Units and the Retail Units.
- 4.2. The starting point for the calculation of Entitlements is based on the ratio of the area of each Unit (as area for Units is calculated in accordance with the Directions) to the total area of all the Units in the Jointly Owned Component.
- 4.3. Full details of the weighting assessments made and the obligation to recalculate these are set out in the Buildings Management Statement or to be determined by the Owners Association. In particular, weighting assessments will apply in many circumstances including (but not limited) to the following:
 - (a) where some services and facilities are not used by either the Residential Units or Retail Units such that:
 - (i) Unit Owners of the Benefitted Unit are required to contribute towards such Service Charges; and
 - (ii) Unit Owners comprising a Use that gets no benefit from a facility and service are not required to contribute towards the associating Service Charges;
 - (b) where some services and facilities are not used by all the Buildings such that Unit Owners comprising a Building that gets no benefit from a facility and service are not required to contribute towards the associating Service Charges; and
 - (c) where Units possess balconies and terraces that are disproportionately large compared to other Units with balconies and terraces on the basis that such areas are external and may not be representative of the resources of the Owner Association consumed relating to those Units with large balconies and terraces.

5. Staging of the Project

- 5.1. The Project includes:
 - (a) Buildings (comprising the Jointly Owned Component) constructed or to be constructed by the Developer progressively over time and over the four (4) different Phases; and

- (b) plan for future development (to be determined by the Developer in its sole discretion) of Single Ownership Component(s), additional Buildings (forming the Jointly Owned Component) and/or other jointly owned component(s) for non-residential/retail uses to be constructed over the remainder two (2) other Phases by the Developer.

5.2. In the event of additional Buildings being constructed, they may:

- (a) comprise the Jointly Owned Component; and
- (b) be subject to this Jointly Owned Property Declaration and the Buildings Management Statement,

at the sole discretion of the Developer.

6. Delivery and Use of Utility Services

Arrangements for the delivery and use of Utility Services are set down in Schedule D.

7. Easements and Covenants

7.1. The Owners Association shall have the power by Simple Resolution to enter into Easements over the Component Common Areas with third parties on reasonable and practicable terms and conditions and where these are reasonably necessary for the use and enjoyment of Unit Owners or Occupiers of the Jointly Owned Component or necessary for third parties.

7.2. Further terms and conditions of Easements and Covenants are set down in Items 13.6 and 13.14 of this Jointly Owned Property Declaration.

7.3. The Jointly Owned Component and each Building are also subject to all those easements and covenants set out in the Midtown Master Community Declaration or Rules or Regulations promulgated by the Developer and as may be created pursuant to the Applicable Laws.

8. Water, waste, energy and any environmental management conditions

8.1. The Owners Association, Unit Owners and Occupiers (to the extent the Applicable Laws apply to Occupiers) shall comply with any Applicable Laws relating to water, waste, energy and environmental management.

8.2. To the extent applicable, the Owners Association, Unit Owners and Occupiers shall comply with:

- (a) the Applicable Laws;
- (b) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration;
- (c) the Midtown Master Community Declaration and any Rules and Regulations;
- (d) the Buildings Management Statement; and
- (e) this Jointly Owned Property Declaration and Community Rules,

relating to water, waste, energy and environmental management. In the event of conflicting provisions amongst the items listed above, the prevailing order of each of the item listed above is in accordance with Item 2.7.

9. Restrictions on use of Units

9.1. Leases, licenses and contractual terms

- (a) Unit Owners may lease or grant possession of their Units to Occupiers but must ensure that Occupiers are aware of the relevant aspects of:
 - (i) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration;

- (ii) the Midtown Master Community Declaration and any Rules and Regulations;
- (iii) the Buildings Management Statement;
- (iv) this Jointly Owned Property Declaration and Community Rules; and
- (v) that lease or license documentation with the Occupiers,

In the event of conflicting provisions amongst the items listed above, the prevailing order of each of the item listed above is set out below:

- (vi) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration shall prevail over the items listed in 9.1(a)(ii) to 9.1(a)(v);
 - (vii) the Midtown Master Community Declaration and any Rules and Regulations shall prevail over the items listed in 9.1(a)(iii) to 9.1(a)(v);
 - (viii) the Buildings Management Statement shall prevail over the items listed in 9.1(a)(iv) and 9.1(a)(v); and
 - (ix) the Jointly Owned Property Declaration and Community Rules shall prevail over the items listed in 9.1(a)(v).
- (b) Unit Owners must ensure that any lease or license documentation entered into with their Occupiers discloses the relevant obligations to the Occupiers and requires the Occupiers to adhere in contract to the obligations referred to in Item 9.1(a).
 - (c) The Board or Association Manager may provide to the Unit Owners relevant clauses for insertion in any lease or license documentation which the Unit Owner must ensure are duly inserted.

9.2. Use

- (a) Units are only to be used for the purpose constructed and must not be overloaded or overcrowded.
- (b) Retail Unit Owners shall be entitled to change the retail uses provided no use shall be materially inconsistent with the use and enjoyment of the Jointly Owned Component as a mixed use residential and retail development as further set out in the Buildings Management Statement and the Community Rules.
- (c) Parking Bays must be used strictly in accordance with:
 - (i) their design specifications; and
 - (ii) the Midtown Master Community Declaration and Rules and Regulations.
- (d) Unit Owners or Occupiers must not use or permit to be used the lavatories, sinks and drainage and other plumbing facilities in their Unit for any purpose other than those for which they were constructed or provided and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter.

9.3. Obligations of Unit Owners in relation to Parking Bays and Car Parking Areas

- (a) Parking Bays are part allotments within the Midtown Communal Facilities of the Midtown Master Community and accordingly their management, cleaning and maintenance shall be conducted by the Developer through its agents.
- (b) All Unit Owners and Occupiers grant to the Developer, Midtown Community Manager and their agents, contractors and employees the unrestricted right to cross over, clean, repair, remark and maintain, supervise the use of and otherwise manage the Parking Bays in order to ensure that all Car Parking Areas are secure and clean at all times.
- (c) Midtown Master Community Charges will be levied by the Developer on the Unit Owners for services provided in relation to the Parking Bays and Car Parking Areas and if such

Midtown Master Community Charges are not paid then the Developer may prevent access by the defaulting Owner to the Car Parking Areas. In addition the Developer may agree with the Owners Association to prevent the access of the Unit Owners (or their Occupiers) in the case of serious defaults by the in the payment of Service Charges to the Owners Association.

- (d) Parking Bays must be used in accordance with their design specifications. The Unit Owners, Occupiers or any beneficiaries of Parking Bays shall not erect any structure on their Parking Bay and the same shall be used only for the parking of vehicles only. For clarity, Parking Bays must not be used for storage purposes.
- (e) All Unit Owners and Occupiers will strictly comply with the terms of:
 - (i) the Midtown Master Community Declaration and any Rules and Regulations; and
 - (ii) this Jointly Owned Property Declaration and the Community Rules,in relation to the use of Parking Bays and Car Parking Areas. In the event of conflicting provisions between the items listed above, the Midtown Master Community Declaration and Rules and Regulations shall prevail over this Jointly Owned Property Declaration and the Community Rules.
- (f) Parking Bays may only be transferred with their allotted Unit and cannot be transferred separately unless permitted in law and by the Land Department, the Developer, the Owner Association and the Board. The transferring Unit Owner will be responsible for meeting all of the costs of variation of any or all plans, and the fees imposed by the Land Department, the Master Developer and the Developer, as well as all other costs.

9.4. Storage Areas

- (a) No other person other than the Unit Owner or Occupier shall have the right to use its allotted Storage Area. For clarity, Storage Areas must not be leased to persons not located and operating in the Jointly Owned Component or Midtown Master Community.
- (b) Storage Areas shall be used:
 - (i) strictly for the purpose of storage; and
 - (ii) in accordance with this Jointly Owned Property Declaration, the Community Rules, the Midtown Master Community Declaration and Rules and Regulations.
- (c) Storage Areas may only be transferred with their allotted Unit and cannot be transferred separately unless permitted in law and by the Land Department, the Developer, the Owner Association and the Board. The transferring Unit Owner will be responsible for meeting all of the costs of variation of any or all plans, and the fees imposed by the Land Department, the Master Developer and the Developer, as well as all other costs.

9.5. Conduct of Works and maintenance and repair of Units

- (a) The conduct of any kind of works to Units or Component Common Areas (other than decorative works to the interior of the Units) are strictly regulated under the Midtown Master Community Declaration and this Jointly Owned Property Declaration.
- (b) The Owners Association may make additional Community Rules as to the nature of works permitted or restricted within the Jointly Owned Component provided these are consistent with the Midtown Master Community Declaration and the Rules and Regulations.
- (c) For the avoidance of doubt the Owners Association, Unit Owners and Occupiers must maintain, repair, redecorate and keep clean and tidy their Jointly Owned Component, Buildings, Units and Component Common Areas and meet any other requirements set out in the Rules and Regulations.
- (d) In the event that the Owners Association:
 - (i) completes works without the consent of the Developer; or

- (ii) fails to complete works when directed to do so by the Developer,

then the Developer is entitled to remediate or do such works at the expense of the Owners Association.

- (e) In the event that a Unit Owner (or his Occupier):

- (i) completes works without the consent of the Owners Association; or
- (ii) fails to complete works when directed to do so by the Owners Association or the Board,

the Owners Association is entitled to remediate or complete the necessary works at the expense of the Unit Owner.

10. Restrictions on the Use of Component Common Areas

10.1. Rights reserved to Unit Owners and Occupiers

Notwithstanding that the Component Common Areas are all under the jurisdiction of the Owners Association, Unit Owners and Occupiers of Units within a Building shall only have the usual rights of access to that Building that their Units formed part.

10.2. No obstruction of Midtown Communal Facilities, Component Common Areas or Utility Services unless on lawful grounds

- (a) Unit Owners and Occupiers must not:

- (i) obstruct the lawful use of the Midtown Communal Facilities;
- (ii) obstruct the lawful use of Component Common Areas or related facilities or services; or
- (iii) interfere with the Utility Services infrastructure or the supply of Utility Services,

other than on a temporary basis brought about in the exercise of its rights or obligations under the Applicable Laws, the Midtown Master Community Declaration, the Rules and Regulations, this Jointly Owned Property Declaration or the Community Rules and in all cases with prior written notification to and consent of the Developer or the Board (as applicable).

- (b) Vehicular access ways, roads and loading areas should be kept clear and the Developer or Midtown Community Manager (including the Owners Association and Association Manager as so directed by the Developer) will be entitled to have the offending vehicles towed at the Owner or Occupiers expense.
- (c) Furniture and equipment and other goods must be transported appropriately and in accordance with any directions of:
 - (i) the Developer, Midtown Community Manager or their agents, contractors and employees dealing with such operational matters for the Midtown Master Community; and
 - (ii) the Owner Association, the Board or the Association Manager (as applicable) or other relevant Authorised Entity dealing with such operational matters in relation to the Jointly Owned Component.

10.3. Areas reserved for management or special purposes

- (a) Notwithstanding that an area may be a Component Common Area it may not be intended for use by all Unit Owners or Occupiers and may serve management or safety purposes. Unit Owners and Occupiers should appraise themselves of any such areas not designated for general use and if in doubt should ask the Association Manager.

- (b) Instructions set out in any signage erected on any Component Common Area by the Owners Association is prima facie proof that the same is reserved for special purposes and must be complied with by all Unit Owners and Occupiers.

10.4. Lifts and other equipment

Lifts and other specialized equipment must be used in accordance with the design specifications. Signage erected shall be prima facie proof as to any design specifications.

11. Rights of Exclusive Use

11.1. General

- (a) An Exclusive Use Area is the right to a Unit Owner to use exclusively a Component Common Area for a specified purpose. Subject to Item 11.1(b), the Owners Association at a General Assembly may create Exclusive Use Areas by Simple Resolution.
- (b) Any Exclusive Use Areas granted must not unduly affect the collective rights of Unit Owners and may be upon such terms and conditions as the Owners Association deem fit.
- (c) The Owners Association may, if the grantee fails to meet the conditions of the grant, provide as a condition of the grant that this may be revoked by Simple Resolution. In all cases the grant may be revoked by Special Resolution unless the grant was made upon the filing of this Jointly Owned Property Declaration in which case the right can only be removed with the consent of the beneficiary of the Exclusive Use Area or in accordance with the Directions.
- (d) Those parties that have reserved to them Exclusive Use Areas over the Component Common Areas are not permitted to transfer these rights separately from their Unit unless:
 - (i) the transfer is permitted in law and has been approved by the Relevant Authorities;
 - (ii) the transfer is to another Unit Owner of a Unit;
 - (iii) the Owners Association has approved the transfer; and
 - (iv) the transferring Unit Owner has paid all of the costs of variation of any plans and this Jointly Owned Property Declaration and all Land Department or other costs.

11.2. Signage Areas

- (a) Retail Unit Owners shall have those Signage Areas shown in Schedule E as reserved to them as Exclusive Use Areas. Such rights and obligations include:
 - (i) the exclusive right to erect signage provided the same has been approved by the Developer and meets the criteria laid down by the Developer;
 - (ii) the obligation to ensure signage is regularly cleaned and replaced when this becomes faded or damaged or unsafe;
 - (iii) the obligation to ensure the signage is installed and removed in accordance with and pursuant to the requirements of the Developer.
- (b) Residential Unit Owners shall not have the right to erect signage on or in the windows of their Units.
- (c) Other than as set out above, no Unit Owner has the right to erect signage on any part of the Component Common Areas or on the door of their Unit without the prior written consent of the Board and the Developer in the case of the exterior of a Jointly Owned Component and Buildings.

12. Special Management Conditions

12.1. Buildings Management Statement

- (a) The Buildings Management Statement regulates the Jointly Owned Component through:
 - (i) establishing the relationship between Unit Owners, the Sub-Committee and the Owners Association; and
 - (ii) regulation of the relationship between the Residential Unit Owners and the Retail Unit Owners and division of costs and/or Service Charges between the two Uses.
- (b) The terms of the Buildings Management Statement are attached to this Jointly Owned Property Declaration and are registered as a separate restriction on the title to all Units in the Jointly Owned Component. The Buildings Management Statement applies only to those matters regulated therein and otherwise the terms of this Jointly Owned Property Declaration will apply.

12.2. Services provided at Midtown Master Community level

- (a) In order to ensure:
 - (i) economies of scale;
 - (ii) the uniform delivery of services across the Midtown Master Community; and/or
 - (iii) avoidance with confusion as to who is responsible for the provision of certain services at either the Midtown Master Community or Jointly Owned Component level;

the following services will be provided at Midtown Master Community level pursuant to the Midtown Master Community Declaration and any Rules and Regulations promulgated from time to time:

- (i) Statutory insurances for the full reinstatement cost of all the structural aspects of the project and Midtown Communal Facilities. The Owners Association or Unit Owners shall be entitled to obtain additional insurance for their Jointly Owned Component, Buildings, Unit or Component Common Areas;
- (ii) Security services throughout the Midtown Communal Facilities and Midtown Master Community in general including civil defense, fire systems and access controls as well as the use of Storage Areas and storage of flammable materials, chemicals or conduct of activities that may lead to an elevated safety or security risk;
- (iii) Waste management for Midtown Master Community. Unit Owners and Owners Associations shall be responsible for moving waste to the appropriate collection points within their Jointly Owned Component and meeting any storage or other requirements of the Developer for the storage and handling of such waste. The Developer shall engage and supervise the relevant contractors to remove such waste from the relevant Jointly Owned Component;
- (iv) Applications, supervision and approval of all Works within the Midtown Master Community. Pursuant to any procedures set down by the Developer in the Rules and Regulations, the Developer will be responsible for approving, and where appropriate, supervising any Works conducted within the Midtown Master Community including those to be undertaken within the Jointly Owned Component, Buildings, Units and Component Common Areas (if so required by the Developer);
- (v) Landscaping for the Midtown Communal Facilities and Midtown Master Community in general. The Developer reserves the right to complete any landscaping activities in relation to the Jointly Owned Component and charge back the costs to the relevant Unit Owner or Owners Association where the Developer's standards are not maintained;

- (vi) Irrigation systems and pumps for the Midtown Master Community and for the Midtown Communal Facilities;
 - (vii) External signage, advertisements and events on the Midtown Communal Facilities by the Owners Association or any Unit Owner shall be regulated and approved by the Developer. No such activities shall be conducted without the prior written consent of the Developer or Midtown Community Manager (which may be withheld at the Developer's or Midtown Community Manager's sole discretion)
 - (viii) All goods and services in relation to the Car Parking Areas and Parking Bays;
 - (ix) All Association Managers must be approved by the Developer as well as being registered with RERA and the Dubai Economic Department;
 - (x) Telecommunications are provided by [Du / Etisalat], the Developer may approve other telecommunications providers from time to time;
 - (xi) All cooling, chilled water and air-conditioning systems must be approved by the Developer or IMPZ Master Developer. All the Owners, the Owners Associations and Unit Owners are not permitted to install their own cooling systems;
 - (xii) Recreational facilities for the Midtown Master Community; and
 - (xiii) All other utility services for the Midtown Master Community and Midtown Communal Facilities generally.
- (b) No Unit Owner will, nor will the Association provide or contract with any third party to provide the goods or services in Item 12.2(a) or undertake any activity referred to in Item 12.2(a) without the prior written consent of the Developer (which may be withheld at the Developer's sole discretion).
 - (c) The Developer will be entitled to promulgate Rules and Regulations pertaining to the provision of any goods and services and in doing so may amend the services specifications contained in this Item 12.2.

12.3. Service levels determined by the Sub-Committee

In addition to the role of the Sub-Committee set out in the Buildings Management Statement, the Sub-Committee for each Phase shall be entitled (by a resolution at a meeting of the Building Delegates signed by the majority of the Building Delegates at that meeting) to require higher levels of goods and services from those set down by the Owners Association provided in doing so the Sub-Committee will be committing the Unit Owners within that Phase to any additional charges relating and arising out of the higher levels of goods or services.

12.4. Primacy of the Midtown Master Community Declaration and Rules and Regulations

- (a) The Midtown Master Community Declaration and any Rules and Regulations are for the benefit of the Midtown Master Community as a whole. The Owners Association and each Owner agrees that the Midtown Master Community Declaration and any Rules and Regulations promulgated from time to time are binding on the Owners Association, Unit Owners and the Occupiers of Units in the Jointly Owned Component.
- (b) To the extent that the Midtown Master Community Declaration or any Rules and Regulations are inconsistent with the Buildings Management Statement, the Jointly Owned Property Declaration or the Community Rules the terms of the Midtown Master Community Declaration and Rules and Regulations will prevail.

13. Obligations of Unit Owners, Occupiers and Owners Association

13.1. Obligations of the Owners Association

- (a) The Owners Association and Board must discharge their respective obligations under the Applicable Laws and take all steps warranted in the circumstances to ensure compliance by Unit Owners and Occupiers with:

- (i) the Applicable Laws;
- (ii) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration;
- (iii) the Midtown Master Community Declaration and any Rules and Regulations;
- (iv) the Buildings Management Statement;
- (v) this Jointly Owned Property Declaration and Community Rules; and
- (vi) the Association Constitution.

In the event of any conflicting provisions amongst the items listed in 13.1(a)(i) to 2.7(g)13.1(a)(vi) above, the prevailing order is set out below:

- (vii) the Applicable Laws shall prevail over the other items listed in 13.1(a)(ii) to 13.1(a)(vi);
 - (viii) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration shall prevail over the items listed in 13.1(a)(iii) to 13.1(a)(vi);
 - (ix) the Midtown Master Community Declaration and any Rules and Regulations shall prevail over the items listed in 13.1(a)(iv) to 13.1(a)(vi); and
 - (x) the Buildings Management Statement shall prevail over the items listed in 13.1(a)(v) and 13.1(a)(vi); and
 - (xi) the Jointly Owned Property Declaration and Community Rules shall prevail over the item listed in 13.1(a)(vi).
- (b) The Owners Association must ensure that any amendments to the Buildings Management Statement, Jointly Owned Property Declaration or any Community Rule are not:
- (i) inconsistent with:
 - (A) the IMPZ Master Community Declaration and any rules and regulations promulgated under the IMPZ Master Community Declaration; and
 - (B) the Midtown Master Community Declaration and any Rules and Regulations;
 - (ii) in the case of the Jointly Owned Property Declaration, inconsistent with the Buildings Management Statement; and
 - (iii) in the case of any Community Rule, inconsistent with this Jointly Owned Property Declaration or the Buildings Management Statement.
- (c) The Owners Association must ensure that a Board is elected and constituted at all times in accordance with the Jointly Owned Property Law and Directions.

13.2. Obligations and meetings of the Board

- (a) The Board members (jointly and individually) shall ensure that:
 - (i) the Owners Association and the Board carries out their functions in accordance with the Jointly Owned Property Law, Directions and all other Applicable Laws; and
 - (ii) the Board observes the "Code of Conduct" of Board members provided in the Association Constitution as may be amended by the Relevant Authorities, including the Land Department and RERA.
- (b) Board members must be present in person at any Board meeting in order for a vote to be valid. Alternatively the Board may hold a valid meeting in writing if:

- (i) notice of the meeting is served in accordance with the relevant Jointly Owned Property Declaration;
 - (ii) the notice is accompanied by an agenda, all supporting documentation relevant to the motions and a voting paper; and
 - (iii) a quorum as provided in the Association Constitution (and the requisite Board members required under the Buildings Management Statement) vote on the agenda item and return their voting papers to the chairman prior to the proposed meeting date.
- (c) A resolution of the Board or General Assembly of the Owners Association will be passed by a simple majority provided a quorum is present. All resolutions of the Board must be in writing or be in the form of minutes approved in writing by the Board.
- (d) Any Board member who is in material breach of his obligations under the Midtown Master Community Declaration, Rules and Regulation, Jointly Owned Property Law, Directions, this Jointly Owned Property Declaration or the Community Rules shall not be entitled to vote at any meeting of the Board. For the avoidance of doubt the chairman of the Board has no casting vote.
- (e) If there are equal votes in connection with any motion, the relevant Board may defer voting on the motion to a subsequent Board meeting. Following the subsequent meeting, if the number of votes remains equal, the motion is deemed not to be passed. The motion may however be referred to the General Assembly for resolution.
- (f) The Board shall ensure that it serves copies of any update to this Jointly Owned Property Declaration and the Community Rules and the Buildings Management Statement on Unit Owners promptly following notification or the passing of the relevant resolution for such amendment.
- (g) The Board must ensure that full details of any tender relating to any Supply Agreement or other agreement for which separate provision must be made under the budget are circulated and the tender or contracting process is approved in writing at a meeting of the Board.
- (h) In the event that a resolution is sought at any General Assembly for the approval of a Supply Agreement the Board shall ensure the following is submitted with the agenda to all Unit Owners:
- (i) a summary of the relevant points of the Supply Agreement;
 - (ii) a list of who was invited to tender or contract for the services and relevant details of alternative tenders or offers; and
 - (iii) the reasons for the Board endorsing a particular tender or agreement.
- (i) Following any meeting of the Board minutes must be distributed to all members of the Board within fourteen (14) days from the date of the Board meeting.

13.3. Obligations of Unit Owners and Occupiers

- (a) The Buildings Management Statement, this Jointly Owned Property Declaration and the Community Rules are binding upon all Unit Owners or Occupiers except where the context excludes this in the case of Occupiers.
- (b) A reference to an obligation on the part of a Unit Owner under the Jointly Owned Property Declaration or Community Rules will (unless the context requires otherwise) be deemed to be an obligation on an Owner to take all steps warranted in the circumstances to ensure this obligation is complied with by any of his Occupiers.
- (c) Breaches of the Jointly Owned Property Declaration, Buildings Management Statement or Community Rules to the extent relating to the Unit by an Occupier must be enforced by the Unit Owner notwithstanding that the Owners Association may have a direct cause of action against the Occupier.

- (d) In the case of any Occupiers breach of this Jointly Owned Property Declaration, Buildings Management Statement or Community Rules relating to the use of the Component Common Areas or other regulations not pertaining to the Unit then the obligation for enforcing these obligations shall be on the Owners Association provided the Unit Owner shall render all due assistance to the Owners Association to facilitate such enforcement.
- (e) Unit Owners will indemnify the Owners Association against any costs, claims, liabilities or losses sustained due to any breach of the Jointly Owned Property Declaration, Buildings Management Statement or Community Rules by the Unit Owners and Occupiers (where such terms apply to Occupiers) or the need by the Owners Association to enforce the Jointly Owned Property Declaration, Buildings Management Statement or Community Rules unless the breach relates solely to damage which is one of the Insured Risks and the Unit Owner or Occupier has not done anything to invalidate the Insurance Policy.
- (f) As set out in the Buildings Management Statement, in certain circumstances the Unit Owners comprising a Use will indemnify the Owners Association and Unit Owners comprising the other Use. The details are set out in the Buildings Management Statement and bind the Owners Association and all Unit Owners.
- (g) Any sums payable under this Item may be levied and collected as Service Charges.

13.4. Contact details of Unit Owners and Occupiers

- (a) Unit Owners must ensure that the Association Manager has at all times the following up to date details of Unit Owners and Occupiers occupying under a tenancy contract:
 - (i) contact telephone, mobile and fax numbers;
 - (ii) email details; and
 - (iii) postal and physical addresses.
- (b) Unit Owners (not residing in the UAE) must also provide the details above for a contact person in the UAE authorised to accept correspondence on behalf of the Owner and deal with emergencies.
- (c) Where the Owner or Occupier is a company, a valid trade license (if applicable) and the details in Item 13.4(a) for the company manager must be provided.
- (d) Unit Owners must also ensure that the Developer or the Midtown Community Manager has the details set out in Item 13.4(a)

13.5. Obligations on transfer of Units

Unit Owners acknowledge that they will not be able to obtain a no objection certificate or to transfer their Unit unless Midtown Master Community Charge and Service Charge payments and any other sums owing to the Developer and Owners Association are paid up to the date of transfer and the Developer and Owners Association have the right to withhold the no objection certificate to the Land Department until such sums are paid.

13.6. Obligation to maintain Units, Boundary Walls and other Easements

- (a) A Unit Owner must at its own expense:
 - (i) maintain, repair, clean, redecorate and keep the whole of its Unit in good and substantial repair, working order and condition (including all doors, windows, machinery, plant, equipment such as fan coil units, fixtures and fittings such as ducting which may be installed in the Unit) to a high standard at all times. For the avoidance of doubt, plant, equipment, fixtures and fittings such as ducting that also serves and is for the shared use by other Units will be regarded as Component Common Areas and accordingly under the jurisdiction and responsibility of the Owners Association;
 - (ii) cause the Unit to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish.

- (b) Unit Owners who are parties to any Boundary Walls own the same to the centreline of the Boundary Wall. Where a Boundary Wall abuts a Component Common Area, then ownership by the Unit Owner shall be to the centreline of the Boundary Wall with the remainder under the jurisdiction and responsibility of the Owners Association.
- (c) Unit Owners who are parties to a Boundary Wall or other Easement shall have all necessary rights of use and support and must complete all minor repairs and maintenance to any part of the Boundary Wall or Easement area under their control or possession.
- (d) The Owners Association will undertake with its contractors any major repairs or replacement to the Boundary Wall or Easement area and in the event that such costs are not covered under the Insurance Policy then the parties to the Boundary Wall or other Easement will contribute as between them a fair proportion of the costs of repairs and maintenance having regard to the benefit they receive respectively from the Boundary Wall and other Easement.

13.7. Preservation of fire, safety and civil defence

- (a) The Owners Association must comply with all Applicable Laws and the requirements of the Developer, Master Developer and any Relevant Authority in relation to fire, safety and civil defence.
- (b) Unit Owners and Occupiers must not do anything in their Unit or the Component Common Areas that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in their Unit or the Component Common Areas.
- (c) Unit Owners and Occupiers will comply with all fire safety and civil defence procedures set down by the Developer, Midtown Community Manager or the Owners Association from time to time.

13.8. Security, health and safety

- (a) Unit Owners and Occupiers must use all reasonable endeavours to keep their Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when their Unit is not occupied.
- (b) Unit Owners and Occupiers must comply strictly with all security, health and safety directions as prescribed from time to time by the Board, the Master Developer, Developer and all other Relevant Authorities.

13.9. Security Services and Security Systems

- (a) The Owners Association must comply with the Applicable Laws concerning security systems for buildings in Dubai. The approval of the Security Corporation at Dubai Police ("Dubai Police") will be required:
 - (i) for all Security Services proposed by the Owners Association; and
 - (ii) any modifications to the Security Systems.
- (b) Only Security Service Providers approved by the Dubai Police shall be enlisted to provide the Security Services and design, install and maintain the Security Systems.
- (c) The Dubai Police may require an audit of the Existing Security Specification and the Dubai Police or approved Security Service Providers pursuant to such audit may provide either:
 - (i) an approval for the Existing Security Specification; or
 - (ii) an Approved Security Specification for the Buildings.
- (d) The Dubai Police will consult with the Owners Association as to a suitable timetable for the implementation of any Approved Security Specification over and above the Existing

Specification provided in the event of disagreement the decision of the Dubai Police will be final and binding.

- (e) The Owners Association shall maintain plans and drawings for all Security Systems whether forming part of the Existing Security Specification or Approved Security Specification and shall make these available to the Dubai Police for the purpose of them ensuring compliance.
- (f) Failure by the Owners Association to notify the Dubai Police of any changes to the Security Systems or comply with any Approved Security Specification may result in Dubai Police taking the following action:
 - (i) levying a fine against the Owners Association; and
 - (ii) installing the Security Systems or providing the Security Services necessary to meet the Approved Security Specification at the cost of the Owners Association.

13.10.Prevention of hazards

Unit Owners and Occupiers must not do anything in their Unit that is likely to create a hazard or danger to any other Unit Owner or Occupier. The rules and regulations of the Relevant Authorities as to what creates a hazard or danger will be prima facie proof of the hazard or danger.

13.11.Compliance with the Applicable Laws

Unit Owners and Occupiers must not use or occupy their Unit or use the Component Common Areas for any purpose that is prohibited by the Applicable Laws and must fully comply with all Applicable Laws relating to the use and occupation of the their Unit and the Cmponent Common Areas.

13.12.Obligations in relation to insurance

- (a) The Owners Association, Unit Owners and Occupiers must comply with the terms of the Insurance Policy and will indemnify the Developer for any loss or liability including increased premiums due to their failure to meet the requirements of the Insurance Policy.
- (b) Where any Unit Owner or Occupier uses a Unit for a particular purpose and this use gives rise to an increase in the premium payable by the Developer and/or Owners Association for the insurance then the Unit Owner or those Unit Owners responsible for such an increase shall meet the cost of the additional premium.

13.13.High standards and compliance

- (a) The Midtown Master Community Declaration, the Rules and Regulations, the Buildings Management Statement, this Jointly Owned Property Declaration and the Community Rules form an integral part of the Midtown Master Community and are for the mutual benefit of all Unit Owners, Occupiers and the Owners Association and the Midtown Master Community as a whole. The Owners Association, all Unit Owners and Occupiers will comply with all of their obligations set out herein and without notification.
- (b) Compliance with and performance of obligations set out in the Midtown Master Community Declaration, Rules and Regulations, Buildings Management Statement, Jointly Owned Property Declaration and Community Rules by the Owners Association, Unit Owners and Occupiers shall be to a high standard and consistent with the standards of performance and behaviour that would be expected of a high quality mixed use development.
- (c) Unit Owners and Occupiers acknowledge and agree that they will follow the lawful directions of the Developer, Midtown Community Manager, Board members, the Association Manager and other Authorised Entities in order that such high standards are attained and uniform throughout the Jointly Owned Component and Midtown Master Community.

- (d) Unit Owners will take all steps warranted in the circumstances to ensure their Occupiers meet their obligations to a high standard and agree to abide with the lawful directions of the Develop, Midtown Community Manager, Board members, the Association Manager and other Authorised Entities.
- (e) Unit Owners and Occupiers will not obstruct, impede, interfere, or undermine the provision of:
 - (i) the Association Manager's services; and
 - (ii) any goods or services by any Authorised Entity, contractor retained by the Owners Association or any Utility Service provider and their contractors.
- (f) The Owners Association will not and nor will the Unit Owners or their Occupiers obstruct, impede, interfere or undermine the Developer, Midtown Community Manager or any of their agents, contractors and employees in performing their lawful activities under the Midtown Master Community Declaration or Rules and Regulations.

13.14. Easements in favour of the Master Developer, Developer, Owners Association and Utility Service Providers

- (a) Each Unit Owner grants to the Owners Association (and those claiming through it such as Utility Service providers) the right for the free and uninterrupted supply of Utility Services and other goods and services to, from or through the Unit (or any Component Common Areas within the Unit) and over and along the Utility Services infrastructure in each Unit.
- (b) Each Unit Owner grants access to its Unit to the Owners Association and those claiming through it such as Utility Service providers (upon giving reasonable notice in writing save in the case of emergency) with or without contractors, and with or without equipment, materials and supplies for the installation and maintenance and repair of any Utility Services infrastructure, Component Common Areas or other infrastructure. The Owners Association and those claiming through it must ensure that as little damage and inconvenience as is reasonably practicable is caused and must immediately repair any damage caused to the Unit or Component Common Areas.
- (c) The Developer pursuant to the Midtown Master Community Declaration has reserved to it all easements over, through, below or in relation to the Jointly Owned Component, Buildings and the Component Common Areas necessary for the proper management, administration, repairs and maintenance of the Midtown Master Community and the Owners Association shall not, nor shall any Unit Owner or Occupier obstruct the Developer, Midtown Community Manager or any of their agents, contractors and employees in performing their duties pursuant to the Midtown Master Community Declaration.

13.15. Unit Owners Obligations in relation to Utility Services and other Services

- (a) Unit Owners shall be responsible for the payment of all water, electricity, air conditioning, chilled water, telecommunications, internet connections and other Utility Service connections, disconnection and consumption charges, as well as any property or local authority taxes levied on the Unit by all Utility Service providers, other service providers and Relevant Authority from time to time where the same are separately metered or levied.
- (b) In the event that Utility Services or other goods or services are provided to a Unit Owner directly by the Owners Association such amounts shall be payable by the Owner as part of the Service Charges and the Unit Owner shall settle such charges promptly when requested to do so.
- (c) In the event that Utility Services or other goods or services are provided to the Owners Association or Unit Owners directly by or through the Developer or Master Developer, such amounts shall be payable by the Unit Owner as part of the Midtown Master Community Charges and the Owners Association and Unit Owners shall settle such charges promptly when requested to do so.

- (d) Where any Utility Service or other goods and service solely benefits only one Use (i.e. either the Retail Units or the Residential Units) then the Unit Owner having the benefit must pay for all the costs of any maintenance, repair or replacement of Utility Services infrastructure or other infrastructure that provides the relevant Utility Services or other goods and service.

14. Duties of Unit Owners, Occupiers and Owners Association towards the Developer

- 14.1. The Owner Association and all Unit Owners and Occupiers must bring to the attention of the Developer any matter that has the potential to trigger any decennial liability or other liability on the part of the Developer and allow the Developer and its contractors and agents full access to Jointly Owned Component, Buildings and Component Common Areas in order to investigate and where necessary remediate.
- 14.2. The Owner Association (and Unit Owners as appropriate) shall be liable for any and all consequential damage arising out of the Owner Association's failure to notify the Developer in accordance with Item 14.1 or allow access to the Developer or its contractors and agents in accordance with Item 14.1 and shall indemnify the Developer for any costs claims or liabilities of whatever nature and howsoever arising in connection with the Owner Associations failure to comply with this Item 14.1.
- 14.3. Subject to Items 14.1 and 14.2, all risk and benefit in respect of the Jointly Owned Component, Buildings and Units shall be given and taken by the Owner Association and/or the Unit Owners on the project completion date. To the extent permitted in law, the Owners Association (and Unit Owners as appropriate) shall from the project completion date indemnify and hold the Developer harmless against all claims, proceedings, costs, damages, expenses and losses arising out of any damage to property or injury caused to any person through the act, default or neglect of the Owners Association, Unit Owners or Occupiers.

ENCLOSURES

- Schedule A: Common Areas Site Plan
- Schedule B: Management diagrams
- Schedule C: Community Rules
- Schedule D: Supply of Utility Services
- Schedule E: Schedule of Exclusive Use Areas
- Schedule F: Numbering and Entitlement of Units
- Schedule G: Buildings Management Statement
- Schedule H: Buildings Management Schedule
- Schedule I: Definitions and interpretation

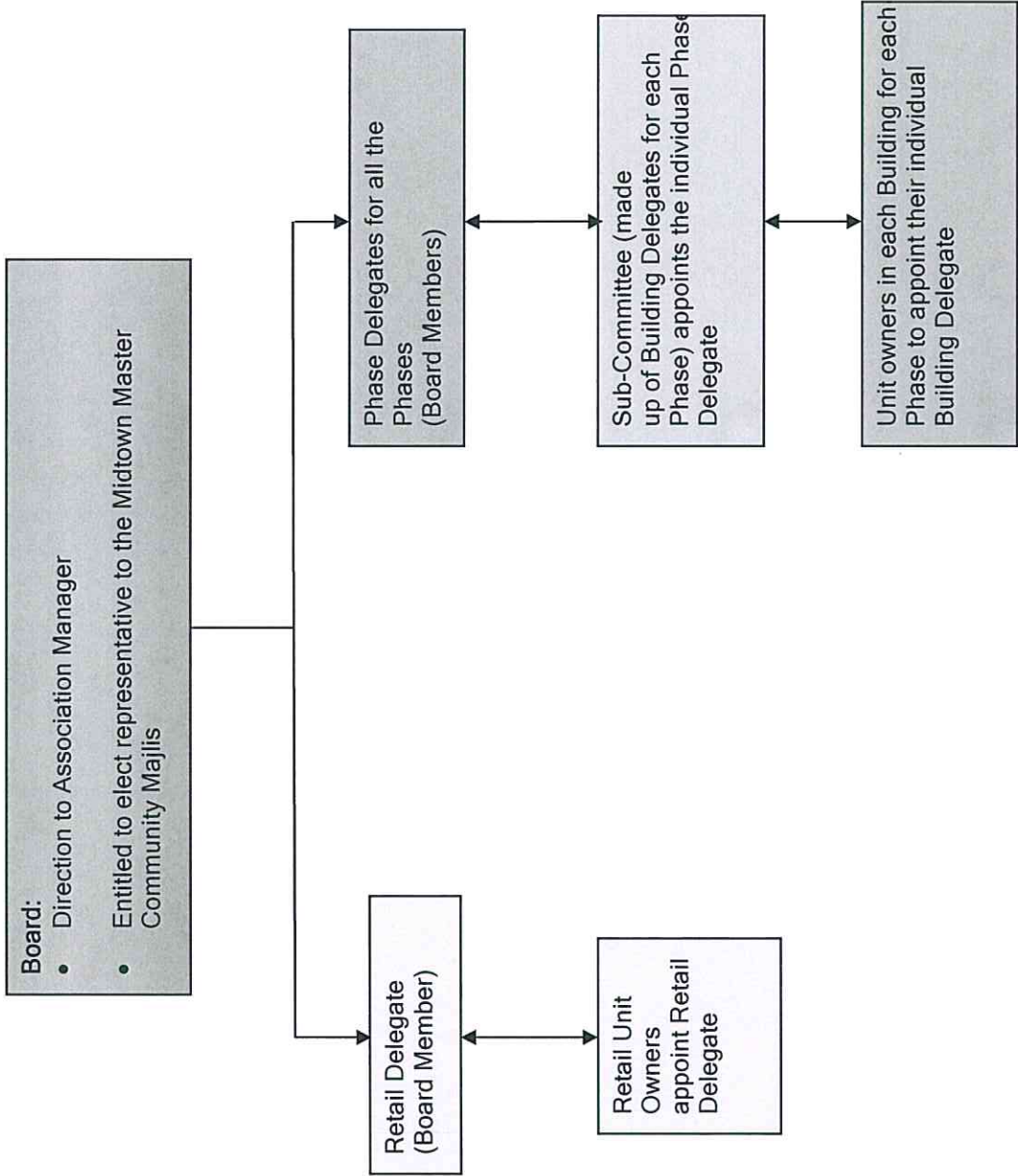
SCHEDULE A
COMMON AREAS SITE PLAN

[To be inserted.]

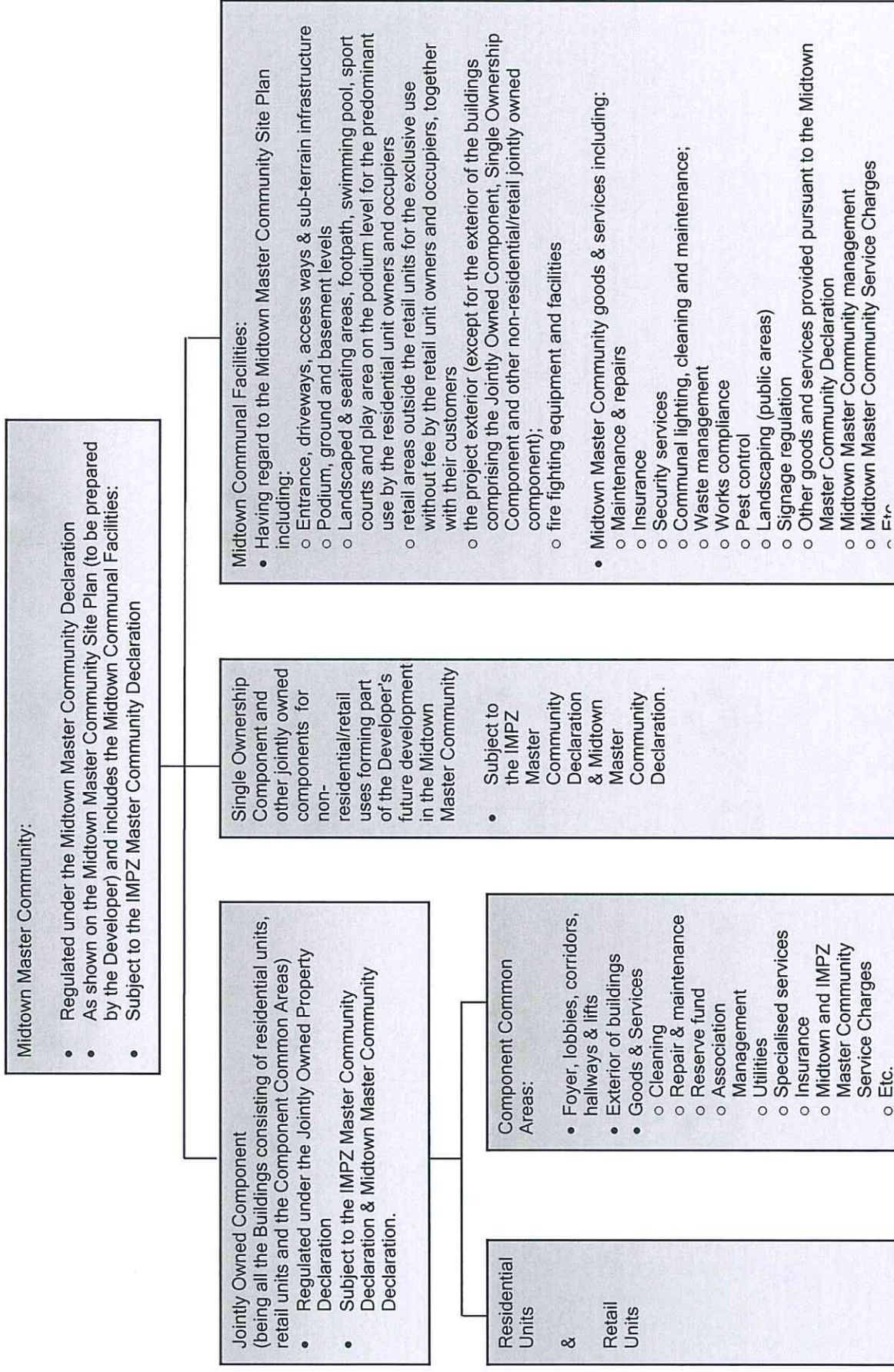
**SCHEDULE B
MANAGEMENT DIAGRAMS**

[Note: May subject to change.]

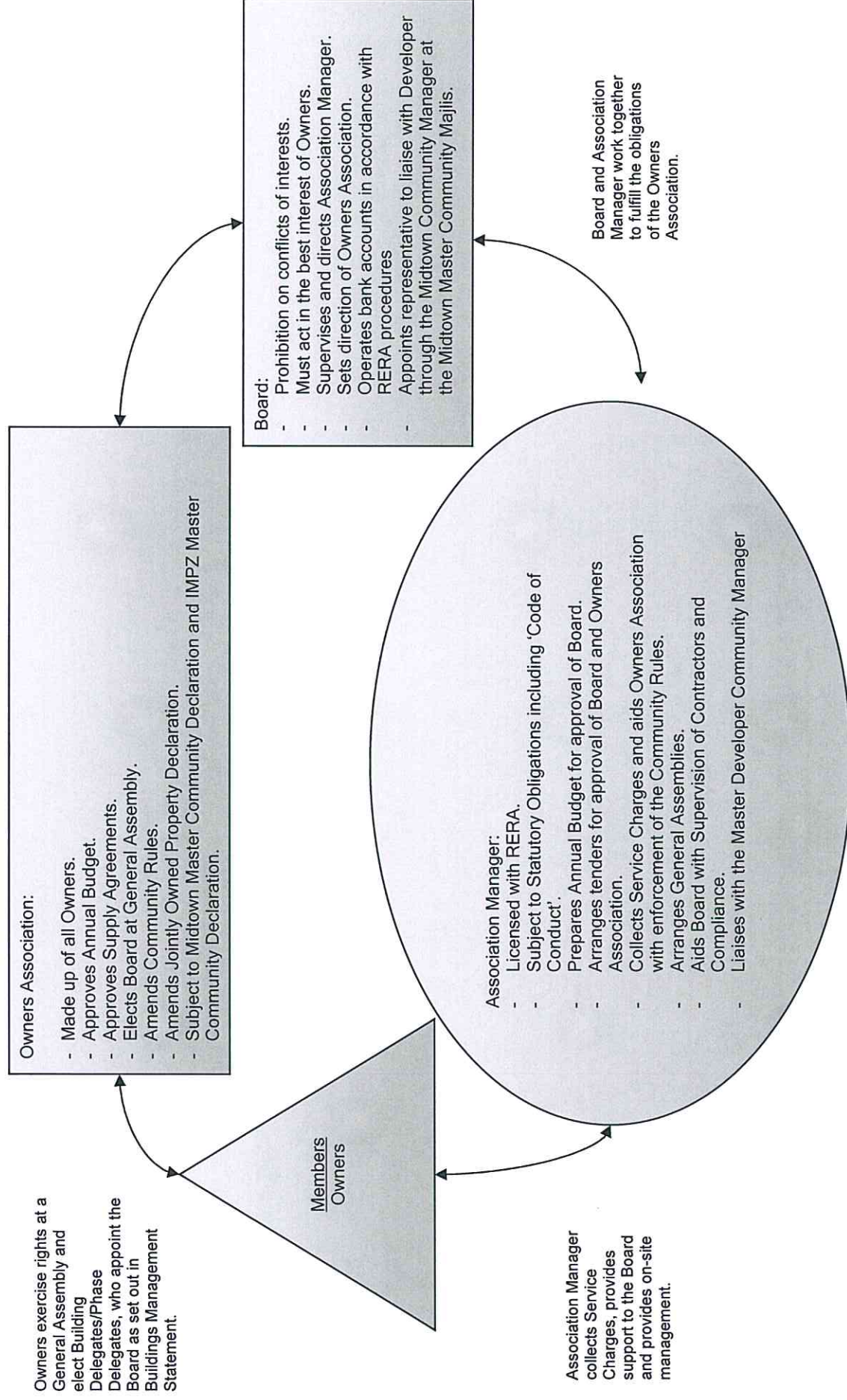
Internal Management Diagram



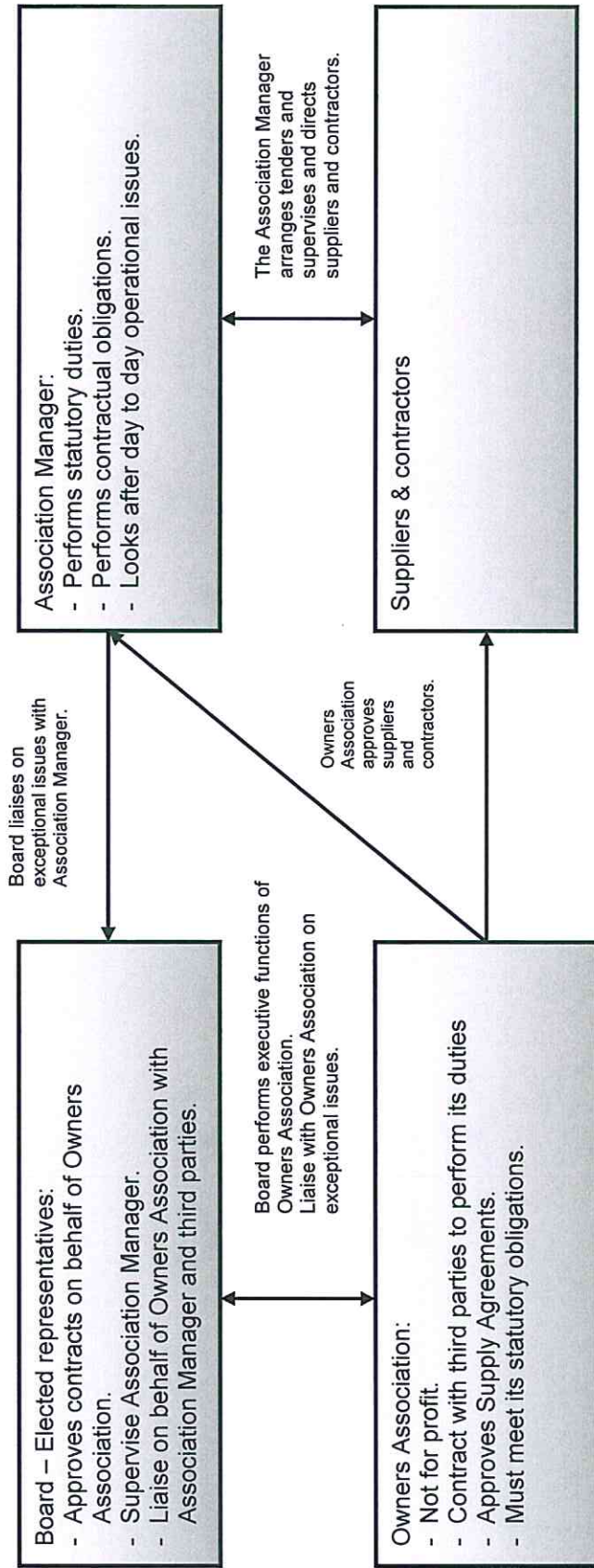
Layered Scheme - Sub-division Diagram



Internal Management (Owners Association as set out in the Constitution and Directions)



External Management (Relationships with third parties) Owners Association



**SCHEDULE C
COMMUNITY RULES**

THE MIDTOWN JOINTLY OWNED COMPONENT OWNERS ASSOCIATION

General rules - Community Rules which apply to all Units

1. **Obligations on Unit Owners, the Owners Association, their Occupiers and the application of these Community Rules and the Jointly Owned Property Declaration**
- 1.1 Unit Owners and Occupiers must comply with these Community Rules and the terms and conditions of the IMPZ Master Community Declaration, Midtown Master Community Declaration, Rules and Regulations, Buildings Management Statement and Jointly Owned Property Declaration.
- 1.2 Ignorance of the terms and conditions set down in the Buildings Management Statement, Community Rules or Jointly Owned Property Declaration shall be no defence to any claim arising out of an Unit Owners or Occupiers breach of the same and the Community Rules Enforcement Notice procedures shall apply equally to a breach of the Buildings Management Statement, Community Rules and the Jointly Owned Property Declaration.
- 1.3 In particular Unit Owners must comply with the following obligations, the full detail of which is set out in more detail in the Jointly Owned Property Declaration. Unit Owners must:
 - (a) Maintain and keep clean their Unit to a high standard;
 - (b) comply with all health, safety, security, fire and civil defence requirements of the Master Developer, Developer, all Relevant Authorities and any other requirements under any Applicable Laws;
 - (c) not lease their Units unless Occupiers are aware of and agree to be bound by the terms of the IMPZ Master Community Declaration, Midtown Master Community Declaration, Rules and Regulations, Buildings Management Statement, Jointly Owned Property Declaration and these Community Rules;
 - (d) ensure that their Units, Parking Bays and/or Storage Areas are used strictly for the purposes designed and not overloaded or overcrowded;
 - (e) ensure that their Unit, Parking Bays and/or Storage Areas are not transferred other than in accordance with the provisions of the Jointly Owned Property Declaration and the requirements of the Owners Association and Developer, together with the prior written consent of the Owners Association and the Developer;
 - (f) observe the Applicable Laws and take all steps warranted in the circumstances to ensure that Occupiers also observe the same;
 - (g) ensure no inflammable, dangerous substances or hazardous chemicals shall be stored in any Units and Storage Areas;
 - (h) ensure the Component Common Areas or Utility Services are not obstructed without lawful excuse;
 - (i) ensure the Component Common Areas set aside for safety or management purposes are not used for any other purpose;
 - (j) abide by the relevant terms of the Insurance Policy;
 - (k) follow the lawful directions of the Association Manager, any Authorised Entities and agents of the Developer and Midtown Community Manager, and not obstruct them in the course of their duty; and

- (l) comply with the terms of all Easements and Covenants and allow access to their Units to the Owners Association. Association Manager, other Authorised Entities and agents of the Developer and Midtown Community Manager for repairs, maintenance and other works relating to the Component Common Areas and related services, facilities and Utility Services and Midtown Communal Facilities.

2. Appearance of Units and the conduct of Works

- 2.1 Unit Owners and Occupiers must not maintain in or on their Unit anything which may be viewed from the exterior which is not in keeping with the Midtown Master Community unless the same have been approved by the Developer.
- 2.2 Satellite dishes, flags, displays, awnings, clothes lines and other external fixtures or furnishings are not permitted without the prior written consent of the Developer.
- 2.3 No balconies shall be enclosed.
- 2.4 Unit Owners or Occupiers will not undertake any works to their Units (other than simply decorative works to the interior) without the consent of the Developer and the Board of the Owners Association.

3. Community Rules Enforcement Notices

- 3.1 Unit Owners must promptly pay Service Charges and the Board pursuant to the Directions has the power to enforce these Community Rules or to enforce payment of Service Charges or any other sums properly payable by Unit Owners through the use of the Community Rules Enforcement Notice procedure and procedures set down in the Jointly Owned Property Law.
- 3.2 In any case of default or alleged default the Board will investigate and consider the surrounding circumstances pertaining to the default and if in the Board's reasonable opinion a default has been committed, may authorise the Association Manager to serve a Community Rules Enforcement Notice.
- 3.3 The Community Rules Enforcement Notice must:
 - (a) clearly identify the default;
 - (b) where the default is capable of remedy:
 - (i) state what is required to remedy the default; and
 - (ii) specify by when the default is required to be remedied; and
 - (c) specify the consequences of not remedying any default, which consequences may include enforcement through the courts and claim for damages, a penalty (over and above any claim for damages) of not more than [AED 2000.00] or such greater sum as any Applicable Laws, the Land Department or RERA may specify from time to time and the costs of any enforcement action.
- 3.4 In the event the Community Rules Enforcement Notice is not complied with the Board may by further notice levy the monetary penalty and commence any enforcement action.
- 3.5 Any monetary penalty recovered shall be applied to the "General Fund" (as that term is defined in the Directions) of the Owners Association.
- 3.6 Regardless of whether any Community Rules Enforcement Notice is issued, Unit Owners who have not paid Service Charges shall pay compensation on any sums not paid at the rate of one percent (1%) per month calculated on a daily basis from the date that the sum becomes due until the date that the sums are paid in full together with the compensation calculated to the day of payment. All payments made shall be first applied against any compensation and then applied against any outstanding sums due.

4. Car Parking Areas and use of Parking Bays

- 4.1 The Owners Association will not, nor will the Developer or any of their agents (including the Association Manager and the Midtown Community Manager) be responsible for any loss of or damage to any vehicles or their content within the Car Parking Areas.
- 4.2 Parking Bays must be kept clean and tidy and free from any rubbish or debris and must not be used for storage. No vehicles shall be abandoned in any Parking Bay.
- 4.3 Vehicles parked in any Parking Bay should be parked within its boundaries and not overlap in any way.
- 4.4 With the prior approval of the Developer or Midtown Community Manager, boats or trailers may be parked in any Parking Bay (reserved to that Owner or Occupier) provided they remain within the boundaries of the Parking Bay and otherwise do not interfere with the use and enjoyment of any adjacent Parking Bay or the Car Parking Area in general.
- 4.5 Parking Bays designated for use by visitors or handicapped persons should not be occupied by Unit Owners (including any of their tenants) and should be used only for the purpose and timeframes specified by the Developer, the Board or Owners Association (as applicable) from time to time and offenders may be towed at the offender's expense.
5. **Storage Areas**
 - 5.1 Storage Areas must be kept secure at all times. Content must be safe and no dangerous or inflammable chemicals shall be stored in the Storage Areas.
 - 5.2 No foodstuffs shall be stored in the Storage Areas unless the same is in tins or securely stored so as to prevent smells or infestation by vermin or insects.
 - 5.3 Anyone using the Storage Areas take full responsibility for any loss or breakages of any items therein.
6. **Damage to Component Common Areas**
 - 6.1 A Unit Owner or Occupier must not: mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Component Common Areas without the prior written approval of the Association Manager or the Board.
 - (a) mark, paint, drive nails or screws or the like into any structure that forms part of the Component Common Areas without the prior written approval of the Association Manager or the Board; and
 - (b) obstruct the lawful use of the Component Common Areas or interfere with the utility services infrastructure or the supply of utility services other than on a temporary basis brought about in the exercise of its rights or obligations under the Applicable Laws, the Midtown Master Community Declaration, Rules and Regulations or the Jointly owned Property Declaration and in all cases with prior written notification to and consent of the Association Manager or the Board.
 - 6.2 Drains, toilets and other Component Common Areas must be used strictly for the purpose designed and no waste of any kind other than that for which designed shall be deposited in the same.
 - 6.3 Where any damage is caused by a Unit Owner or Occupier, the damage must be rectified by that Unit Owner or Occupier and in accordance with the directions of any Authorised Entity. Where the Unit Owner or Occupier is in default then the Owners Association may rectify the same and claim from the Unit Owner or Occupier on a full indemnity basis the cost of any associated works.
 - 6.4 Vehicular access ways, roads and loading areas should be kept clear and the Developer and Midtown Community Manager (including the Board and Association Manager if so directed by the Developer and Midtown Community Manager) will be entitled to have offending vehicles towed at the Unit Owners or their Occupiers expense.

6.5 Potted plants must be placed in containers to avoid damage over the long term and water leakage to the floor and areas underneath.

7. Behaviour of Unit Owners and Occupiers

7.1 Unit Owners and Occupiers must not without lawful excuse:

- (a) create any noise in its Unit or the Component Common Areas generally likely to interfere with the peaceful enjoyment of other Unit Owners or Occupiers in the Jointly Owned Component and any Buildings.
- (b) Private functions are allowed in the Units provided noise levels are kept to a reasonable level and do not continue beyond [10.00 pm] where associated noise levels are likely to be disruptive to other Unit Owners or Occupiers in the Jointly Owned Component and any Buildings;
- (c) carry out any annoying, obnoxious or offensive activities in its Unit or the Component Common Areas generally;
- (d) do or allow to be done or maintained on any part of its Unit or the Component Common Areas any activity which may be or may become an annoyance or nuisance to other Owners, Unit Owners or their Occupiers;
- (e) wear inappropriate clothing when on the Component Common Areas or use language or behave in a manner likely to cause offence or embarrassment to other Unit Owners or their Occupiers and in this regard respect for the local culture and traditions of Dubai and the United Arab Emirates is required;
- (f) behave in a way that objectively speaking is offensive or dangerous;
- (g) hold any party or public function on any of the Component Common Areas except where authorised by the Board or the Association Manager and in accordance with any directions as they may specify;
- (h) drive at excessive speeds or in a discourteous or dangerous manner on any part of the Midtown Master Community. Signs stating speed limits for certain areas must be strictly complied with;
- (i) drive, rollerblade, cycle or skateboard or conduct other similar activities over the Component Common Areas and Midtown Communal Facilities, or play any ball games or activities except in any areas set out for such activities;
- (j) clean any vehicle or other item in a manner that may cause any dust, fumes or water to flow from one area of Jointly Owned Component to another causing a nuisance or damage to the Jointly Owned Component or properties of other Owners, Unit Owner or Occupiers;
- (k) leave any children under the age of [twelve (12)] unsupervised on the Jointly Owned Component, any Component Common Area or the Midtown Master Community generally;
- (l) operate any equipment or machinery or conduct any activities that may cause interference with the quiet enjoyment and use of Jointly Owned Component, Component Common Areas and Unit by other Unit Owners and Occupiers;
- (m) conduct or permit to be conducted on the Unit, Component Common Area, Jointly Owned Component or the Midtown Master Community any:
 - (i) auction, clearance or liquidation sales; or
 - (ii) illegal, unethical or immoral business practice;

- (n) throw or allow to be thrown or dropped any article (including cigarette butts or ashes), or substance whatsoever from or out of the Unit or from the terrace or balcony, and shall not litter in any part of the Component Common Areas, and further shall not place upon any sill, ledge or other like part of their Unit any article or substance.
- (o) ask an agent, employee or contractor of the Developer, Midtown Community Manager and Association Manager working on the Midtown Communal Facilities or Component Common Areas to complete works in their Unit unless such requests are authorised by the Developer, Midtown Community Manager, Board and/or Association Manager.
- (p) photograph or take video footage of other Unit Owners, their Occupiers and other parties;
- (q) smoke or drink alcohol in the Component Common Areas.

8. Garbage disposal

- 8.1 Unit Owners and Occupiers must not accumulate or deposit rubbish in their Unit or the Component Common Areas and shall ensure that all rubbish and refuse is removed from their Unit to such locations as determined and notified to the Unit Owner or Occupier by the Owners Association or other relevant Authorised Entity.
- 8.2 Unit Owners and Occupiers must, in relation to the designated shared receptacles for garbage, recyclable material or waste, ensure that before garbage, recyclable material or waste is placed in the receptacles:
 - (a) in the case of garbage, it is securely wrapped;
 - (b) in the case of tins or other containers they are completely drained;
 - (c) in the case of recyclable material or waste, it is separated and prepared in accordance with the applicable recycling guidelines, if any.
- 8.3 Unit Owners and Occupiers must promptly remove anything which the Unit Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled or alert the Association Manager, responsible Authorised Entity or their employees, agents or contractors in order that they may attend to such cleaning.
- 8.4 Unit Owners and Occupiers must:
 - (a) comply with the relevant Authorised Entity's instructions for the storage, handling and collection of garbage, waste and recyclable material; and
 - (b) notify the Association Manager or the responsible Authorised Entity of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste.
- 8.5 If a Unit Owner or Occupier fails to remove any garbage, recyclable material or waste strictly in compliance with this Community Rule, the Association Manager, responsible Authorised Entity or their employees, agents or contractors shall be entitled to enter any Unit and remove the garbage, recyclable material or waste at the Unit Owner's and/or Occupier's cost and expense.

9. No solicitation or hawking

- 9.1 Unit Owners and Occupiers must not undertake any solicitation for business or hawking of goods or services to other Unit Owners or members of public without first obtaining the express written consent of the Board or Association Manager.
- 9.2 For the avoidance of doubt no Unit Owner or Occupier may utilise any Component Common Areas or attend other Units within the Jointly Owned Component (nor deliver any brochure or other item of advertising to any other Units within the Jointly Owned Component) for the purpose of promoting the Unit Owner's or Occupier's business or goods or services offered by

the Unit Owner or Occupier without first obtaining the express written consent of the Board or Association Manager.

10. Content insurance

- 10.1 The Insurance Policy will not cover the contents of any Units, Storage Areas or Parking Bays and the Unit Owners and their Occupiers must make their own arrangements in this regard as well as any other risks as may arise having regard to the terms of the Insurance Policy. Unit Owners are encouraged to hold content insurance for the content of their Units, Storage Areas and Parking Bays.
- 10.2 Unit Owners indemnify the Owners Association for any third party claims or liabilities arising out of an incident in their Units or any Exclusive Use Areas reserved to them.
- 10.3 To the maximum extent permitted in law, the Developer and the Midtown Community Manager shall not be liable for any damage loss or injury sustained to person or property arising on or in any way connected with the use or enjoyment of the Midtown Communal Facilities.

11. Security and safety

- 11.1 Where the Association Manager or any Authorised Entity has reason to believe there is or is likely to be imminent danger to person or property, the Association Manager or Authorised Entity shall be entitled to alert the Relevant Authorities. In the event that the Association Manager or Authorised Entity, acting on reasonable grounds, has reason to believe that waiting for the arrival of the Relevant Authorities could result in serious injury or major damage to property the Association Manager or Authorised Entity (including their employees, agents and contractors) may make a forced entry into the Unit and shall not be liable for any embarrassment or trespass when acting reasonably and in good faith.
- 11.2 A Unit Owner shall give to the Owners Association, Association Manager or any Authorised Entity prompt notice in writing of any defect or want of repair in any services to or fittings in the Component Common Areas and of any circumstance likely to be or cause any danger, risk or hazard to the Component Common Areas or any person therein.

12. Rules applying to transfer of Units

- 12.1 Unit Owners acknowledge and agree that they will not be able to transfer their Unit unless the Service Charge and Midtown Master Community Charge payments and any other sums owing to the Owners Association or Developer are paid up and the Owners Association or Developer has the right to withhold their respective no objection certificates to the Land Department until such sums are paid.
- 12.2 Prior to the Owners Association or Developer providing a no objection certificate, the Owners Association and Developer shall be entitled to require the following information concerning the purchaser:
 - (a) identification details such as a copy of the purchaser's passport;
 - (b) residency details such as a copy of the purchaser's resident visa if a resident;
 - (c) contact details, including telephone, email, post and a physical address;
 - (d) emergency contact details (being the details of a close relative or friend);
 - (e) in the case of a company, the trade license (if applicable), up to date transcripts of shareholder and director information for the company as well as the details above for the company manager; and
 - (f) the Deed of Adherence validly signed by the purchaser, transferee or assignee.
- 12.3 In any case where the Unit Owner is not resident in the UAE the Unit Owner must provide to the Owners Association and the Developer details of a UAE resident who is authorised to accept

correspondence on behalf of the Unit Owner in relation to their Unit and act in the case of emergencies together with the details set out in Rule 12.2 for the authorised UAE resident.

13. Access cards

- 13.1 Unit Owners and Occupiers must take all due care with access cards and should report the loss or theft of the same immediately. Unit Owners and Occupiers who misplace or lose access cards will be asked to pay a fee to cover the costs of replacement of the same.

14. Use of lifts and moving in / out procedures

- 14.1 Lifts should not be interfered with and doors propped open or obstructed;
- 14.2 Unit Owners and Occupiers are required to notify the Association Manager and Midtown Community Manager in advance of any delivery company arriving in order that the services lifts and loading areas be allocated;
- 14.3 Lifts should have protective coverings installed where large, sharp or dirty items are to be transported;
- 14.4 Access for commercial vehicles, machinery and heavy goods vehicles will not be permitted, unless prior written approval has been obtained from the Developer, Midtown Community Manager, Board and/or Association Manager.

Residential rules - Community Rules that apply to Unit Owners and Occupiers of Residential Units

15. Pets

- 15.1 [Pets are not permitted and no animals (including domestic pets) shall be brought into or kept within the Unit.]

16. Terraces and balconies

- 16.1 Unit Owners and Occupiers must keep terraces and balconies clean and tidy and in accordance with any guidelines set down by the Developer or (in so far as not inconsistent with the requirements of the Developer) the Owners Association and must not leave washing or other untidy items on the terraces or balconies for extended periods of time.
- 16.2 No object shall be thrown from terraces and balconies ever and all items kept upon the terraces must be made secure in order that it cannot be blown or knocked from the terraces and balconies.
- 16.3 Unit Owners shall be responsible for ensuring terraces and balconies remain waterproof and drain correctly. In the event of any default in this regard the Owners Association shall be entitled to access the Unit, terrace or balcony and remedy the defect at the Unit Owners' cost.
- 16.4 No barbeques or open flames are allowed on the balconies and shall only be allowed on terraces where the prior written consent of the Developer has been obtained.

17. No short term letting

- 17.1 The term of tenancy should be [6 months] or more and no time share or daily leasing is allowed.

Retail rules - Community Rules that apply to Unit Owners and Occupiers of Retail Units

18. Operations

- 18.1 The Owners Association must ensure that all building systems and services adequately cater for the Retail Units requirements at all times.
- 18.2 Any security systems set up must not obstruct customers from freely accessing the Retail Units.

18.3 Retail Unit Owners or their Occupiers must ensure that any shopping trolleys or rubbish or other items regularly being left in any Component Common Area and Midtown Communal Facilities are removed by the responsible Retail Unit Owner or its Occupier.

19. Signage and fit-out Works

19.1 Retail Unit Owners:

- (a) shall be entitled to erect signage provided it meets the requirements of the Developer;
- (b) must ensure that they meet any requirements of the Developer and the Relevant Authorities in relation to matters such as, but not limited to, the appearance, cleaning and maintenance of signage;
- (c) must also obtain all necessary consents from the Relevant Authorities and comply with all requirements for completing fit-out works as set out or promulgated by the Developer; and
- (d) without prejudice to the above must ensure that signage is kept clean and well maintained and replaced when this becomes damaged or faded.

20. Changes to Retail Uses

20.1 Retail Unit Owners will be able to change the retail use of their Retail Unit (for example from a bookshop to a travel agency) without the need for consent from the Owners Association but with the consent of the Developer.

20.2 Any change in use must be consistent with the use of the Jointly Owned Component as a mixed use residential and retail development and accordingly:

- (a) nightclubs or other uses that may involve unacceptable electronically amplified noise levels will only be allowed where appropriate provision has been made in accordance with:
 - (i) the guidelines of the Relevant Authorities, Master Developer and Developer for the control of allowed noise levels;
 - (ii) the IMPZ Master Community Rules and other rules and regulations set out by the Master Developer from time to time; and
 - (iii) the Midtown Master Community Declaration and Rules and Regulations; and
- (b) restaurant, food and beverage uses are allowed provided the Retail Unit Owner meets the requirements of the Relevant Authorities, Master Developer and Developer and:
 - (i) fume and extraction equipment is installed professionally with ducts to be cleaned regularly and exhaust to exit in a manner that prevents any discoloration of the Units or surrounding Component Common Areas or reduces permeation of odours; and
 - (ii) inflammable materials are stored safely and in accordance with the directions of the Relevant Authorities, Master Developer and Developer.

21. Presentation of Units and merchandise and displays

21.1 Stock and merchandise must be presented attractively.

21.2 All Retail Units and any Exclusive Use Areas (if applicable) must be kept clean and well presented at all time as they will be viewed by the members of the public and other Unit Owners and Occupiers. The Board and/or Association Manager shall be entitled to set reasonable guidelines in this regard.

22. Insurance requirement for Retail Unit Owners

- 22.1 Retail Unit Owners must carry or must ensure their Occupiers carry third party liability insurance for any accidents that may arise within their Units and Exclusive Use Areas.
 - 22.2 The Developer and Board shall be entitled to set minimum levels of insurance cover and to see proof of such insurance and each Retail Unit Owner will indemnify the Developer, Owners Association and their contractors and agents against any claim for third party injury or other liability arising in relation to their Retail Units.
23. Trade licence
- 23.1 Where a Unit Owner or an Occupier is a legal entity operating its business from the Retail Unit, it shall at all times have and maintain in force a valid trade licence, other necessary licences or permissions for its business and meet any other statutory requirements.

SCHEDULE D
SUPPLY OF UTILITY SERVICES

[Note: May subject to change.]

Utility Service	Utility Supplier	Metering Method	Comments
Chilled Water	Empower	All Units are separately metered.	Unit Owners will pay the costs of chilled water consumed in relation to the Component Common Areas as Services Charges.
Electricity and water	DEWA	All Units are separately metered.	Unit Owners will pay the costs of electricity and water consumed in relation to the Component Common Areas as Services Charges.
Waste water and sewerage	Dubai Municipality / Master Developer / Developer	Each Unit Owner shall pay rates or charges for removal of waste water and sewerage. The Owners Association shall pay the cost of removal of waste water and sewerage in relation to the Component Common Areas.	Unit Owners will pay the rates or charges for the removal of waste water and sewerage consumed in relation to Component Common Areas as Service Charges.
Telephone / Internet and Pay Television	Du / Etisalat	Unit Owners shall have their own supply arrangements with [Du / Etisalat]. Any services provided in relation to Component Common Areas shall be paid by the Owners Association.	Currently Buildings are supplied by [Du / Etisalat] but in future other suppliers may be entitled to operate within the Jointly Owned Component.

SCHEDULE E
SCHEDULE OF EXCLUSIVE USE AREAS

[Note: May subject to change.]

Exclusive Use Area	Unit Nos.
<p>The common areas inside each Building</p> <p>Unit Owners and Occupiers of Units in each Building are entitled to the usual use and enjoyment of the common areas associated with the Buildings which their Units form part. Other persons are entitled to access as invitees only.</p>	<p>All those Units in the Building which the Units form part</p>
<p>Exterior retail signage areas</p> <p>The Retail Unit Owners are entitled (with the approval of the Developer and other Relevant Authorities) to erect appropriate signage upon areas adjacent to their Units and corner Retail Units shall have the right for signage on both sides of their unit.</p>	<p>Retail Units</p>

**SCHEDULE F
NUMBERING AND ENTITLEMENT OF UNITS**

[Note: To be inserted and will be subject to change with future development of additional Buildings in the Midtown Mast Community by the Developer.]

**SCHEDULE G
BUILDINGS MANAGEMENT STATEMENT**

1. Binding intent and enforcement

- 1.1. This Buildings Management Statement shall be binding on the Owners Association, Unit Owners and Occupiers (to the extent the provisions of this Buildings Management Statement are intended to apply to Occupiers) and will be registered as a restriction on the title to each Unit.
- 1.2. The Owners Association shall be responsible for enforcing the terms of this Buildings Management Statement but has the right to be indemnified for any costs, claims or liabilities arising out of any party's breach of this Buildings Management Statement.
- 1.3. In the event the Owners Association fails to enforce the rights and obligations of the parties under this Buildings Management Statement, the Unit Owners shall be entitled to enforce the same pursuant to the dispute resolution procedures set down in the Association Constitution and shall be fully indemnified by the Owners Association and any Unit Owners comprising the Use in breach for any costs or liabilities they may incur in doing so.

2. The reasons and purpose of this Buildings Management Statement

- 2.1. The reasons for and purpose of this Buildings Management Statement are:
 - (a) To establish the Sub Committees and conduct of the General Assembly for the following reasons:
 - (i) Having one Owners Association for the Jointly Owned Component creates significant economies of scale in terms of acquiring goods and services for the Owners Association and administering the same which will decrease the Service Charges payable by the Unit Owners;
 - (ii) Due to the number of Unit Owners it is not practicable to conduct one General Assembly. Accordingly Building Delegates will be appointed in accordance with this Buildings Management Statement who will comprise the General Assembly of the Owners Association.
 - (b) To regulate the mixed use nature of the Jointly Owned Component for the following reasons:
 - (i) Certain goods or services may not be used by one or other Use in the Jointly Owned Component;
 - (ii) In addition there may be operational requirements that are not the same for each Use and it is important that the Owners Association meets the requirements of both Uses;
 - (iii) Accordingly the Buildings Management Statement and the Buildings Management Schedule are used to ensure allocations other than strictly in accordance with Entitlement and changes cannot be made to the Jointly Owned Property Declaration or Community Rules that are unfair to either Use.

3. The Establishment of the Sub-Committees and Conduct of the General Assembly

- 3.1. Each Building within a Phase shall be entitled to elect at a Building meeting one (1) representative ("Building Delegate") to represent the interests of the Unit Owners in that Building at meetings of the Sub-Committee.

- 3.2. The Sub-Committees shall be made up of the Building Delegates in the Phase and the Building Delegates shall together (and by virtue of the proxies referred to in Clause 3.3 of this Building Management Statement) comprise the General Assembly.
- 3.3. Each Owner, by virtue of this Buildings Management Statement appoints as its proxy its Building Delegate to attend and exercise that Unit Owners vote at any meeting of the General Assembly on behalf of that Owner.
- 3.4. The Board must comprise one (1) member from each Phase ("Phase Delegate") and one (1) Retail Unit member who will be elected by the Retail Unit Owners ("Retail Delegate").
- 3.5. Phase Delegates and Retail Delegate must meet all RERA requirements for Board Members and (subject to Clause 3.4) the Board of the Owners Association will be elected at the General Assembly out of the Building Delegates and Retail Owners respectively.
- 3.6. Phase Delegates must faithfully represent their Phase and Retail Delegates must faithfully represent the Retail Owners' interests at any meeting of the Board or Owners Association.
- 3.7. Phase Delegates must also implement the decisions of their Sub-Committee in accordance with Item 12.3 of the Jointly Owned Property Declaration.
- 4. Regulating the mixed use nature of the Jointly Owned Component**
- 4.1. The Owners Association must ensure that each Use receives any goods and services necessary for its operation and to the higher of the levels required where the requirements of the Uses differ.
- 4.2. Where any goods or services are used exclusively by a Use then the costs associating with such goods and services may be apportioned to the Units comprising that Use.
- 4.3. Where any goods or services are used disproportionately (having regard also to the Entitlement of the Units comprising a Use) by a Use then the Board, by a resolution passed by the Retail Delegate and the majority of Phase Delegates at any Board meeting will be entitled to determine a fair split of the costs of such goods and services.
- 4.4. As at the date of this Buildings Management Statement those goods and services set out in the Buildings Management Schedule shall be regulated under this Buildings Management Statement. Each cost item shall be apportioned in the Proportions to all the Units comprising a Use and thereafter apportioned amongst those Units comprising a Use in accordance with their Entitlement. The terms of the Buildings Management Schedule shall be binding as if set out in full in this Buildings Management Statement and costs shall be apportioned as set out therein.
- 5. Varying this Buildings Management Statement and the Buildings Management Schedule**
- 5.1. This Buildings Management Statement and the Buildings Management Schedule can be varied by a unanimous resolution passed by all of the Board members.
- 5.2. In the event of any dispute between the retail Use and the residential Use then the Developer shall be entitled to appoint an expert (at the cost of the Owners Association) to settle the same.
- 6. Resolutions, the Community Rules, the Jointly Owned Property Declaration and Dispute Resolution**
- 6.1. In order to maintain a cohesive look and feel to the Jointly Owned Component and in order to create greater transparency and operational efficiency, the Jointly Owned Component will be regulated pursuant to the Jointly Owned Property Declaration and Community Rules set down in the Jointly Owned Property Declaration except to the extent regulated under this Buildings Management Statement.
- 6.2. No resolution to amend the Jointly Owned Property Declaration or the Community Rules shall be passed that is inconsistent with this Buildings Management Statement provided nothing shall

prevent a change of this Buildings Management Statement pursuant to Clause 5 of this Building Management Statement.

- 6.3. No resolution to change the Jointly Owned Property Declaration or the Community Rules or resolution in general terms shall be made that is materially detrimental to the other Use and the Unit Owners comprising each Use must work together in good faith to balance their respective interests.
- 6.4. In the event of any dispute as to any changes to the Buildings Management Statement, Buildings Management Schedule, Jointly Owned Property Declaration or Community Rules, the Developer shall be entitled to settle the same.

7. Cross indemnities and insurance

- 7.1. Where any claim arises whether in contract or from a third party liability or regulatory penalty, in relation to the Benefitted Units, the Unit Owners of the Benefitted Units shall indemnify the Owners Association and the Unit Owners that do not own Benefitted Units, in the Proportions set down in the Buildings Management Schedule against:
 - (a) the cost of any excess payable to the insurer;
 - (b) where the claim is declined by the insurer in whole or in part then the cost of rectifying the damage caused or meeting any damages awarded against the Owners Association;
 - (c) where the claim is in contract or a regulatory penalty the damages or regulatory penalty awarded against the Owners Association; and
 - (d) the cost of all legal or dispute resolution proceedings.
- 7.2. Any sums payable under this Clause may be collected as Service Charges and will be levied by the Owners Association on the Benefitted Units.

**SCHEDULE H
BUILDINGS MANAGEMENT SCHEDULE**

Plan Reference No.	Description Of the Cost Item	Floor Reference Number	Benefited Units	Basis Of Apportionment	Proportions	Use Rights And Obligations	Responsible Board Member
	Retail Signage	Ground and mezzanine level	Retail Units	Use And Benefit	Residential Units	Retail Unit Owners (individually and collectively) will be responsible for ensuring that the retail signage areas are cleaned as and when needed (outside of regular external cleaning) to ensure that these areas are at all times presentable. Maintenance and repairs will also be the responsibility of Retail Unit Owners.	The Retail Delegate shall be responsible for overseeing the provision of goods and services in relation to this regulated item.
					Retail Units		
					Total		
	Foyer, Lifts, Lift Lobby Areas And Stairs. Cleaning, Maintenance and	Multiple levels starting from	Residential Units	Use And Benefit	100	Residential Unit Owners (individually and collectively) will be responsible for the	The Phase Delegate shall be responsible for overseeing

	Repairs.	Podium Level			Retail Units	-	management of all costs of goods and services including Reserve Fund contributions.	the provision of goods and services in relation to this regulated item.
						Total		
	Common areas inside a Building - Corridor, Foyer, Lifts, Lobby Areas and Stairs - Chilled Water costs and costs of maintaining equipment in such areas.	Multiple levels starting from Podium Level	Residential Units	Use and Benefit	Residential Units	100	The Retail Units are not connected to such common areas inside a Building and do not use the same in a material manner. The Residential Units are responsible for costs of goods and services in relation to this regulated item including Reserve Fund contributions.	The Phase Delegates shall be responsible for overseeing the provision of goods and services in relation to this regulated item
					Retail Units	-		
					Total	100		

SCHEDULE I DEFINITIONS AND INTERPRETATION

Capitalised terms used in this Jointly Owned Property Declaration shall have the meanings ascribed to them hereunder.

"Applicable Laws"	means the Jointly Owned Property Law, the Directions and any other laws, Directions or directives having the force of law in the UAE and including (without limitation) any directives of the Land Department of Dubai or RERA.
"Approved Security Specification"	means the specification from time to time for Security Services, Security Systems and Security Service Providers required by Dubai Police for the Jointly Owned Component.
"Association Constitution"	means the constitution for the Owners Association as set out in the Direction for Association Constitution.
"Association Manager"	means the "Association Manager" (as that term is defined in the Directions) who performs various administrative, secretarial and property management functions on behalf of the Owners Association.
"Authorised Entity"	means: <ul style="list-style-type: none">(a) any other member of the Board, the Association Manager or any contractor charged with performing any function of the Board or the Owners Association;(b) the Master Developer acting under its authority under the IMPZ Master Community Declaration; or(c) The Developer or Midtown Community Manager acting under their authority under the Midtown Master Community Declaration and Rules and Regulations.
"Benefitted Units"	means the Units comprising the Use or Uses benefitting from a particular good, service or facility as set out in the Buildings Management Schedule.
"Board"	means the board of the Owners Association.
"Boundary Wall"	means a non structural wall that separates one Owner's Unit from that of another or from the Component Common Areas.
"Building"	means the Buildings that are divided into Unit: <ul style="list-style-type: none">(a) comprising the Jointly Owned Component that are constructed or to be constructed by the Developer;(b) being a mixed use development incorporating the various Uses; and(c) made up predominantly of Residential Units, some Retail Units at ground and mezzanine level, as well as the internal common areas within the Building.
"Buildings Management"	

Schedule"	means the "Buildings Management Schedule" set out in Schedule H.
"Buildings Management Statement"	means the "Building Management Statement" (as that term is defined in the Jointly Owned Property Law) being an arrangement regulating costs and the management generally of the Jointly Owned Component as set out in Schedule G.
"Car Parking Areas"	means the areas comprising the Parking Bays and related access ways.
"Common Areas Site Plan"	means the plan depicting the Component Common Areas annexed at Schedule A.
"Community Rules"	means the community rules and any amendments approved by Simple Resolution of the Owners Association from time to time as set out in Schedule C.
"Community Rules Enforcement Notice"	means the notice referred to in Clause 3.2 of the Community Rules and the Directions.
"Component Common Areas"	means "Common Areas" (as that term is defined in the Jointly Owned Property Law) in the Jointly Owned Component, including the exterior of the Buildings, and as depicted on the Common Areas Site Plan and "Component Common Area" shall have a corresponding meaning.
"Deed of Adherence"	means a deed of adherence to be signed by any purchaser, transferee, assignee and/or successor in title of a Unit, confirming that any such purchaser, transferee, assignee and/or successor in title acknowledges and agrees to comply with and be bound by this Jointly Owned Property Declaration and the Community Rules, in the form approved and provided by the Board from time to time.
"Developer"	means Deyaar Development PJSC a company duly incorporated and registered in the Dubai, United Arab Emirates or its nominees, assigns, successors or successors-in-title.
"Direction for Association Constitution"	means the "Direction for Association Constitution" issued pursuant to the Jointly Owned Property Law.
"Directions"	means the Directions to the Jointly Owned Property Law.
"Easement"	means: <ul style="list-style-type: none"> (a) any arrangement whether express or implied for the maintenance of a Boundary Wall or other area shared between two or more Units or a Unit and a Common Area; or (b) any arrangement whether expressly or implicitly reserved to the Master Developer, Developer, other Relevant Authorities and Utilities Service providers; and (c) the Easements and Covenants.

“Easements and Covenants”	means those easements and covenants whether express or implied benefitting and/or burdening the Jointly Owned Component as set down or implied in Item 7 of this Jointly Owned Property Declaration.
“Entitlement”	means the “Entitlement” (as that word is defined in the Jointly Owned Property Law and Directions) attributed to each Unit as set out in Item 3 and calculated in accordance with Item 4 of this Jointly Owned Property Declaration.
“Exclusive Use Area”	means a Component Common Area that is set aside for the exclusive use of an Owner as set out in Schedule E or granted pursuant to Item 11.
“Existing Security Specification”	means the specification of Security Systems, Security Services and Security Service Providers at the date of Registration of the Owners Association.
“General Assembly”	means (subject to the Buildings Management Statement) the “General Assembly” as that term is defined in the Association Constitution.
“IMPZ Master Community”	means the master community known as “International Media and Production Zone” or such other name as this master community may become known.
“IMPZ Master Community Declaration”	means the master community declaration for IMPZ Master Community as may be amended from time to time at the Master Developer’s sole discretion.
“Insurance Policy”	means the policy or policies of insurance established for the Midtown Master Community.
“Insured Risks”	means those risks covered under the Insurance Policy.
“Jointly Owned Component”	means a component comprising all the Buildings, constructed or to be constructed by the Developer in the Midtown Master Community, that is divided into Units and Component Common Areas, and including any ancillary Parking Bays or Storage Areas.
“Jointly Owned Property Declaration”	means the Jointly Owned Property Declaration for the Jointly Owned Component.
“Jointly Owned Property Law”	means Law No 27 of 2007 and its amendments from time to time.
“Land Department”	means the Lands Department of the Government of Dubai.
“Master Developer”	means TECOM Investments FZ-LLC (or its nominees, assigns successors or successors-in-title and all its authorised agents).
“Midtown Communal Facilities”	means those areas and facilities (more appropriately described and defined in the Midtown Master Community Declaration) owned by the Developer and provided to: <ul style="list-style-type: none"> (a) the Owners Association (i.e. all Unit Owners); and (b) the owners of other Single Ownership Component or other non-residential/retail jointly owned components as contemplated as future development by the Developer in the Midtown Master Community,

	pursuant to the Midtown Master Community Declaration.
"Midtown Community Manager"	means the Developer or any person or body appointed by the Developer as a contractor, or as an employee, to undertake any of the functions of the Developer in the Midtown Master Community.
"Midtown Master Community"	means the entire Midtown Master Community developed or to be developed by the Developer, which is to be divided into Jointly Owned Component, Single Ownership Component, other jointly owned component for non-residential/retail uses and Midtown Communal Facilities generally in accordance with the Midtown Master Community Site Plan or any amendment thereof and includes all extensions and future development of the Midtown Master Community from time to time.
Midtown Master Community Charge	means the community charges for the Midtown Master Community payable by the Owners Association and an Owner to the Developer pursuant to the Midtown Master Community Declaration.
Midtown Master Community Declaration	means the master community declaration for Midtown Master Community as may be amended by the Developer from time to time.
"Midtown Master Community Majlis"	means the forum to be called by the Midtown Community Manager in accordance with the Midtown Master Community Declaration.
"Midtown Master Community Site Plan"	means the master community site plan for the Midtown Master Community as may be varied by the Developer from time to time.
"Occupiers"	means any tenant, licensee, invitee or contractor of an Owner or the Owners Association.
"Owner"	means the owner of a Single Ownership Component (including an owner whose title registration is pending and including his heirs, successors-in-title and permitted successors and assigns).
"Owners Association"	means the Midtown Jointly Owned Component Owners Association, an association of all Unit Owners in the Jointly Owned Component formed pursuant to the Jointly Owned Property Law and other Applicable Laws.
"Parking Bays"	means the parking bays within the Midtown Master Community reserved on the title for any Unit or set aside for visitor or handicapped parking.
"Phase"	means the various phases comprising the development of the entire Midtown Master Community as more appropriately described and defined in the Midtown Master Community Declaration.
"Phase Delegate"	means the Owner elected as Board member to represent each Phase pursuant to Clause 3.4 of the Buildings Management Statement.

“Project”	means the “Project” described and defined in Item 2.1 of this Jointly Owned Property Declaration.
“Proportions”	means the “Proportions” set out in the Buildings Management Schedule and referred to in the Buildings Management Statement.
“Registration” or “Registered”	means registration at the Land Department.
“Relevant Authorities”	means any relevant authority having jurisdiction over the IMPZ Master Community any part thereof or the issue in question including but not limited to the Government of the United Arab Emirates or the Emirate of Dubai, the IMPZ Master Developer, Dubai Municipality, the Land Department, RERA, the Roads and Transportation Authority, the Dubai Electricity and Water Authority, or utility provider or quasi government entity.
“RERA”	means the Real Estate Regulatory Agency of Dubai, a division of the Land Department.
“Reserve Fund”	means the “Reserve Fund” as the term is defined in the Association Constitution.
“Residential Units”	means those Units comprising the Jointly Owned Component (other than the Retail Units) being used for residential apartment purposes.
“Residential Unit Owners”	means the Unit Owners of Residential Units.
“Retail Units”	means those Units forming part of the Jointly Owned Component used for retail purposes.
“Retail Unit Owners”	means the Unit Owners of Retail Units.
“Retail Delegate”	means the Retail Unit Owner elected as Board member to represent the Retail Unit Owners pursuant to Clause 3.4 of the Buildings Management Statement.
“Rules and Regulations”	means any “Rules and Regulations” (as that term is defined in the Master Community Declaration) promulgated pursuant to the Master Community Declaration or amended by the Developer from time to time.
“Sub-Committee”	means a committee represented by each of the Building Delegates within a Phase.
“Security Services”	means: <ul style="list-style-type: none"> (a) the provision of soft security services including (but not limited to) security personnel such as security guards; and (b) the provision of hard security services including (but not limited to) Security Systems and consultancy in relation to the same.
“Security Service Providers”	means providers of Security Services.
“Security Systems”	means hardware such as closed circuit cameras and other monitoring equipment, alarms, access systems and other specialised hardware and software used in relation to the Security Services.

“Service Charges”	means the “Service Charges” (as that term is defined in the Jointly Owned Property Law and Directions).
“Simple Resolution”	means a simple resolution (as the words “Simple Resolution” is defined in the Direction for Association Constitution) passed at the General Assembly of the Owners Association.
“Special Resolution”	means a “Special Resolution” as defined in the Association Constitution being a resolution carried by the vote of those Unit Owners whose Entitlement equals or exceeds two thirds of the total Entitlement for the Jointly Owned Component.
“Supply Agreement”	means a “Supply Agreement” as that term is defined in the Directions.
“Storage Area”	means any areas either allotted to a Unit for the use by the Owner of that Unit or that may be Component Common Areas under the jurisdiction of the Owners Association.
“Building Delegate”	means the Unit Owners’ representative elected by all the Unit Owners in each Building to represent them at the Sub-Committee and General Assembly as set out in Clause 3 of the Buildings Management Statement.
“UAE”	means United Arab Emirates.
“Unit”	means any “Unit” (as the word is defined in the Jointly Owned Property Law) within the Jointly Owned Component or Building, including the Residential Unit and Retail Unit.
“Unit Owner”	means any owner of a Unit in the Jointly Owned Component.
“Use”	means either a retail use or a residential use permitted in the Jointly Owned Component.
“Utility Charges”	means a fee or charge for the supply of Utility Services.
“Utility Services”	means the full range of “Utility Services” (as that term is defined in the Association Constitution).

The singular shall include the plural and the plural shall include the singular unless the context requires otherwise.

This Jointly Owned Property Declaration is to be interpreted in conjunction with the Applicable Laws. To the extent that this Jointly Owned Property Declaration is inconsistent with the Applicable Laws the terms of the Applicable Laws shall prevail.

The Buildings Management Statement does not form part of the Jointly Owned Property Declaration and shall be Registered as a separate restriction on the title of each Unit in the Jointly Owned Component. The Jointly Owned Property Declaration and Buildings Management Statement are incorporated into the same document for the readers benefit only.