



MASTER COMMUNITY DECLARATION

"THE CONSTITUTIONAL GOVERNANCE DOCUMENT FOR
A PRIVATELY OWNED INTEGRATED RESORT COMMUNITY"

EXCELLENCE • INTEGRITY • LEGACY

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1. PRELIMINARY MATTERS AND BINDING EFFECT

1.1. Title

This instrument is titled the **Master Community Declaration for The Cove Rotana Resort, Ras Al Khaimah, United Arab Emirates**.

1.2. Declarant

This Master Community Declaration (the **Declaration**) is made and declared by **RAK Tourism Investment FZ-LLC**, a free zone limited liability company duly established in the Emirate of Ras Al Khaimah, United Arab Emirates, with its registered address at The Cove Rotana, P.O Box 30289 (the **Developer**).

1.3. Governance Philosophy

This Declaration constitutes the constitutional governance document for The Cove Rotana Resort as a **privately owned integrated resort community**. It establishes the legal, governance and operational framework for the Master Community, under which the Developer retains overall strategic governance and oversight while adopting internationally recognized principles of community management, facilities management, financial management and asset management for the benefit of all Owners and the long-term preservation, sustainability and value of the Resort.

1.4. Copyright and Intellectual Property

This Declaration, together with all schedules, annexures, appendices, manuals, guidelines, policies, standards, forms and other documents issued pursuant to it, constitutes proprietary legal documentation prepared exclusively for the governance, administration, management, operation and maintenance of The Cove Rotana Resort.

This Declaration and all associated documentation are and shall remain the intellectual property of the Developer.

Except to the extent required by Applicable Law, no part of this Declaration may be copied, reproduced, published, distributed, amended, translated, or otherwise used for any purpose other than the lawful governance and administration of the Master Community without the prior written consent of the Developer.

Nothing contained in this Declaration shall prejudice or affect any intellectual property, copyright, trademark, branding or proprietary rights of the Developer, its affiliates, licensors or hotel operators.

1.5. Recitals

- A. The Developer is the master developer, owner, operator, seller, grantor, sub-developer, or lawful rightsholder in relation to all or part of the integrated resort community known as **The Cove Rotana Resort in Ras Al Khaimah**, United Arab Emirates.
- B. The Master Community has been conceived and developed as a premier integrated mixed-use resort destination comprising hospitality, residential, leisure, retail, recreational, beach, landscape, utility, engineering, parking and ancillary components, together with all Common Areas, Shared Facilities, Resort Facilities, infrastructure and related rights, operating under a unified community governance framework.

- C. The Developer intends to establish and maintain a comprehensive legal, operational and governance framework designed to preserve the quality, safety, architectural identity, hospitality standards, operational efficiency, commercial functionality, brand positioning and long-term value of the Master Community.
- D. The Developer has appointed **Skybridges Management of Facilities LLC OPC** as the **Community & Facility Manager** responsible for the professional administration, operation, management, maintenance and facilities management of the Master Community in accordance with this Declaration, the Community Management Agreement, the Facility Management Agreement (where applicable).
- E. This Declaration constitutes the principal constitutional document governing the Master Community and is intended to regulate the ownership, occupation, use, administration, management, operation, maintenance, repair, financial governance and enforcement framework applicable to every Unit, Common Area, Shared Facility and Resort Facility.
- F. The Master Community is intended to operate as a professionally managed luxury resort community where residential ownership coexists harmoniously with hospitality operations. Accordingly, the governance regime established under this Declaration seeks to balance the interests of the Developer, the Master Community Manager, the Hotel Operator, Owners, Occupiers, commercial operators and all other stakeholders while preserving the reputation, functionality and commercial success of the Master Community.

1.6. Purpose

The purposes of this Declaration are to:

- (a) establish the governance, constitutional and operational framework of the Master Community;
- (b) define the rights, powers, obligations, duties and responsibilities of the Developer, the Community & Facility Manager, the Hotel Operator, Owners, Occupiers, Mortgagees, operators, service providers and other stakeholders;
- (c) regulate the ownership, use, occupation, maintenance, repair, protection and operation of Units, Common Areas, Shared Facilities, Resort Facilities and community infrastructure;
- (d) establish a comprehensive financial regime governing budgets, Management fees, cost allocation, recovery, reconciliation and enforcement;
- (e) preserve the integrated resort and hospitality character, architectural identity and operational integrity of the Master Community;
- (f) establish a framework for Community Rules, fit-out controls, supplementary declarations, enforcement procedures and dispute resolution;
- (g) promote health, safety, welfare, convenience and enjoyment of all people within the Master Community;
- (h) preserve and enhance the long-term value and reputation of the Master Community and all Units.

1.7. Binding Effect

This Declaration is binding upon and enforceable against:

- (a) the Developer;
- (b) each Community Manager, Facilities Manager, operator, and service provider appointed under or in connection with this Declaration;
- (c) each Owner and each Occupier of a Unit;
- (d) each Mortgagee and every person claiming through or under an Owner;
- (e) each tenant, licensee, guest, invitee, employee, household member, servant, consultant, contractor, agent, or representative using, entering, occupying, servicing, or managing any part of the Master Community; and
- (f) any other person who enters, uses, accesses, services, occupies, controls, or otherwise has a legal or factual presence within the Master Community.

Every transfer, sale, lease, license, mortgage, assignment, occupancy, use, access, or other dealing relating to a Unit is deemed to be made subject to this Declaration, whether or not expressly stated in the relevant instrument.

1.8. Hierarchy of Documents

If there is any inconsistency among documents affecting the Master Community, the following order of priority applies:

- (a) this Declaration;
- (b) any registered amendment, supplementary declaration, precinct declaration, building declaration, plot declaration, or instrument expressly stated to supplement or modify this Declaration;
- (c) Community Rules, Resort Regulations, fit-out manuals, access policies, booking policies, technical standards, and operational procedures issued under this Declaration;
- (d) title instruments, registered plans, approved community plans, and authority approvals; and
- (e) sale and purchase agreements, leases, licenses, hotel operation agreements, rental pool agreements, management agreements, and other private arrangements,

provided that no private arrangement may derogate from the enforceability of this Declaration against any Unit or any person bound by it.

1.9. Commencement and Duration

This Declaration takes effect on **01st September ,2026** or on such other date as may be stated in the instrument registering or creating it, and remains in force unless revoked, replaced, terminated, or superseded.

1.10. Nature of Master Community

The Master Community is intended to operate as a professionally managed, integrated luxury resort destination where residential ownership coexists harmoniously with hospitality, leisure and commercial operations.

Each Owner, Occupier and every other person entering or using the Master Community acknowledges that it is not a conventional standalone residential subdivision, but a unified mixed-use resort community operating under a comprehensive governance, management and operational framework.

Accordingly, this Declaration shall be interpreted and applied in a manner that:

- (a) supports the harmonious integration of residential, hospitality, leisure and commercial uses;
- (b) preserves the architectural integrity, resort character, brand reputation and visual identity of the Master Community;
- (c) maintains premium standards of presentation, maintenance, environmental management, health, safety, security and operational excellence;
- (d) provides operational flexibility for hospitality services, guest accommodation, hotel operations, events, transport, utilities, security and other resort functions;
- (e) balances the interests of the Developer, the Community & Facility Manager, the Hotel Operator, Owners, Occupiers, commercial operators, guests and other stakeholders while preserving the functionality, reputation and commercial success of the Master Community; and
- (f) promotes the long-term sustainability, operational efficiency, guest experience and enduring value of the Master Community.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Declaration, unless the context otherwise requires:

Access Device *means* any key, card, pass, fob, code, credential, permit, transponder, tag, biometric authorization, digital token, or other physical or digital means of access used in relation to the Master Community.

Annual Budget *means* the annual operating, lifecycle, capital, utility, and service budget prepared for the Master Community or any part of it.

Applicable Law *means* applicable federal laws of the United Arab Emirates, the laws of the Emirate of Ras Al Khaimah regarding codes, permits, approvals, requirements and directions issued by any Competent Authority related to planning, zoning, building, environmental, health and safety, civil defense, tourism and hospitality

Assessment *means* any amount payable under this Declaration, including any management fee, charge for services, reserve contribution, special assessment, utility charge, penalty, fee, interest, reimbursement, cost recovery, indemnity amount, or other sum due from an Owner or Occupier.

Community Governance Board *means* the Board of Directors of RAK Tourism Investment FZ-LLC, which has ultimate authority over the governance, budgets, policies and strategic direction of the Master Community.

Building *means* any building, structure, villa cluster, apartment block, hotel structure, service structure, utility structure, or other improvement forming part of the Master Community.

Building Systems *means* all structural, mechanical, electrical, plumbing, drainage, sewerage, firefighting, fire alarm, ventilation, chilled water, gas, irrigation, pumping, treatment, security, surveillance, telecommunications, access control, and related engineering systems serving any part of the Master Community.

Charges for Services *means* all charges, tariffs, fees, reimbursements, and other sums payable in respect of any service, benefit, utility, support, package, permit, booking, facility use, staffing, operation, administration, access, attendance, supervision, or amenity provided, arranged, consumed, allocated, reserved, or made available in relation to the Master Community or any Unit.

Common Areas *means* all parts of the Master Community not comprised within a Unit and intended or designated for common use, structural support, shared circulation, engineering support, landscaping, utility distribution, community operation, or shared enjoyment, including roads, pathways, promenades, beaches, pools, landscaped areas, lobbies, corridors, parking areas, engineering rooms, utility rooms, lighting systems, roofs not forming part of a Unit, façade elements, retaining walls, drainage systems, irrigation systems, wayfinding systems, and similar areas and installations.

Common Expenses *means* all costs and expenses properly incurred or allocated in connection with the ownership, management, operation, administration, staffing, maintenance, repair, replacement, insurance, compliance, reserve provisioning, support, and funding of the Master Community or any Shared Facilities.

Community Management & Facilities Manager *means* the entity appointed by the Developer from to administer, manage, operate, maintain and provide community management, facilities management, engineering and all related operational services for the Master Community in accordance with this Declaration and the applicable Community Management Agreement and Facilities Management Agreement, being as at the date of this Declaration Skybridges Management of Facilities LLC OPC (and any successor or replacement Community & Facility Manager appointed in accordance with this Declaration). Any reference in this Declaration to the “Community Management & Facilities Manager,” the “Master Community Manager” or the “Management Company” is a reference to the Community & Facility Manager as defined in this Clause.

Community Rules *means* all rules, regulations, manuals, technical requirements, access policies, Resort Regulations, fit-out manuals, codes of conduct, safety procedures, use conditions, booking rules, and similar requirements issued or adopted under this Declaration.

Competent Authority *means* any court, municipality, land department tourism authority, civil defense authority, environmental authority, utility provider, police authority, ministry, free zone authority, or any other governmental, regulatory, public, statutory, or quasi-governmental body having jurisdiction.

Declaration *means* this Master Community Declaration together with all schedules, annexures, amendments, supplements, and documents validly issued under it.

Developer *means* RAK Tourism Investment FZ-LLC and its successors, permitted assigns, affiliates, nominees, and any successor declarant or replacement master developer that has lawfully assumed the relevant rights and obligations.

Exclusive Use Area *means* any area designated for the exclusive or substantially exclusive use of a specified Unit or class of Units, subject always to the rights of the Developer and the Master Community Manager or Facilities Manager for inspection, maintenance, compliance, and emergency access.

Guest *means* any guest, invitee, visitor, customer, representative, hotel guest, short-stay occupant, contractor, service provider, or other person authorized or permitted to enter or use the Master Community.

Hotel Components *means* hotel rooms, suites, serviced accommodation, front-of-house areas, back-of-house areas, concierge areas, event spaces, food and beverage outlets, spa facilities, branded hospitality areas, and related facilities designated by the Developer.

Master Community *means* the integrated resort and mixed-use development known as The Cove Rotana Resort, Ras Al Khaimah, United Arab Emirates, including all land parcels, plots, Buildings, Units, Common Areas, Shared Facilities, Resort Facilities, infrastructure, utility systems, beach and waterfront areas, landscaped areas, and all related improvements and rights designated by the Developer from time to time.

Master Insurance Policy *means* the insurance policy or policies maintained by or on behalf of the Developer or the Community & Facility Manager for the benefit of the Community, providing insurance coverage for the Common Areas, Community Assets, Resort Facilities and such other property and risks as may be determined in accordance with this Declaration.

Master Plan *means* the master plan of **The Cove Rotana Resort**, as approved by the Competent Authority and adopted by the Developer, as may be amended, supplemented, revised or replaced from time to time.

Facilities Management Agreement *means* any agreement entered between the Developer and the Community & Facility Manager governing the provision of facilities management, engineering, maintenance and related operational services for the Master Community, as amended, renewed or replaced from time to time.

Community Management Agreement *means* any agreement entered between RAKTI and the Community & Facility Manager governing the provision of community management services for the Master Community, as amended, renewed or replaced from time to time.

Mortgage *means* any bank, financial institution, lender, or other secured creditor holding a mortgage, charge, assignment by way of security, or similar security interest over a Unit or rights relating to it.

Occupier *means* any person lawfully occupying, using, residing in, or otherwise enjoying a Unit, whether as Owner, tenant, licensee, guest, family member, staff member, or otherwise.

Owner *means* the registered owner or other person recognized under Applicable Law as holding legal title or a legally recognized proprietary interest in a Unit.

Permitted Use *means* the use designated for a Unit or area under Applicable Law, title documentation, planning approvals, Community Rules, sales documentation, operator requirements, or other governing instruments.

Person *means* any natural person, company, corporation, body corporate, partnership, authority, trust, association, joint venture, government, or other legal or commercial entity.

Resort Facilities *means* any resort, leisure, hospitality, beach, wellness, event, concierge, transport, club, pool, gym, spa, marina, retail support, food and beverage, or similar facilities forming part of or supporting the integrated resort operation.

Management fees *means* all recurring or periodic charges levied for Common Expenses and for the operation, management, repair, maintenance, insurance, reserve provisioning, lifecycle funding, and administration of the Master Community.

Resort Regulations *means* the operational rules, hospitality standards, access requirements, security procedures, guest protocols and other regulations issued by or on behalf of the Developer or the Community & Facility Manager for the operation and management of the Master Community.

Hotel Operator *means* the entity appointed by the Developer from time to time to own, operate, manage or supervise the hotel and hospitality operations forming part of the Master Community, together with its permitted successors, assigns and delegates.

Shared Facilities *means* any facility, area, service, infrastructure, plant, system, or amenity serving more than one Unit, Building, cluster, parcel, use type, or component of the Master Community.

Unit *means* any villa, townhouse, apartment, serviced unit, residential unit, hospitality unit, retail unit, commercial unit, storage unit, parking unit, serviced plot, or other separately identified property interest within the Master Community.

Utility Services *means* electricity, water, chilled water, gas, irrigation water, sewerage, drainage, telecommunications, data, television, waste management, and all similar utility and municipal services.

Parking Area *means* every parking space, parking structure, driveway and vehicle circulation area.

Improvements *means* any alteration, addition, renovation, fit-out, extension, installation, decoration, modification or other works proposed or carried out by an Owner or Occupier in relation to a Unit, subject to the provisions of this Declaration and any approval requirements imposed by the Community & Facility Manager.

Intellectual Property *means* all intellectual property rights relating to the Community, including trademarks, service marks, trade names, logos, branding, designs, copyrights, patents, know-how, confidential information, architectural drawings, plans, specifications, digital content and any other proprietary materials owned or licensed by the Developer or its affiliates in connection with the Community.

Competent Authority *means* any governmental, judicial or municipal authority, including the relevant authorities of the Emirate of Ras Al Khaimah responsible for planning, building control, tourism, municipalities, civil defense, utilities and any successor authority.

Schedule of Administrative Charges and Contractual Penalties *means* the schedule issued and maintained by the Developer from time to time specifying the administrative charges, contractual penalties, cost recovery amounts and other monetary amounts applicable to breaches of this Declaration, the Community Rules or any operational policies, manuals or procedures applicable to the Master Community, which amounts shall be accounted for as part of the Master Community's operating revenues and applied towards the payment of Management fees,

operational costs, maintenance expenses or other costs and expenses relating to the management, operation and upkeep of the Master Community.

2.2 Interpretation

In this Declaration, unless the context otherwise requires:

- a. headings are for convenience only and do not affect interpretation;
- b. the singular includes the plural and vice versa;
- c. one gender includes all genders;
- d. references to a person including their successors, legal representatives, and permitted assigns;
- e. references to writing include legally effective electronic communications;
- f. the words **including**, **includes**, and similar expressions mean **including without limitation**;
- g. where discretion is conferred on the Developer or the Master Community Manager, that discretion may be exercised having regard to safety, legality, operational practicality, integrated resort functionality, hospitality standards, preservation of value, and the legitimate interests of the Master Community as a whole; and
- h. the Schedules, Annexures and Community Rules referred to in this Declaration form an integral part of this Declaration.
- i. This Declaration constitutes the primary legal document governing the Community.

3. EXISTING CONTRACTUAL COMMUNITY FRAMEWORK

The Master Community has operated under contractual community obligations established through the individual Sale and Purchase Agreements entered with Owners since the commencement of the development.

Each Owner has contractually accepted obligations relating to the maintenance, management and funding of the Community, including the payment of Community Charges.

This Declaration supplements, clarifies and modernizes the operational framework of the Community and shall be interpreted consistently with those contractual obligations.

Nothing contained in this Declaration shall be construed as establishing any separate governance body, or transferring any ownership, governance, control or management rights, powers or authority of the Developer. The Developer shall continue to retain its rights, responsibilities and reserved powers in relation to the Master Community, and the terms of this Declaration.

4. CONSTITUTION OF THE MASTER COMMUNITY

4.1 Submission to Declaration

The Developer submits the Master Community to this Declaration and declares that all present and future parts of the Master Community designated by the Developer are held, owned, occupied, used, managed, maintained,

serviced, transferred, and otherwise dealt with subject to this Declaration. This Declaration shall run with the land and shall bind the Developer, every Owner, Occupier, Mortgagee, Tenant, Guest, Visitor and every successor in title.

4.2 Community Components

The Master Community may comprise one or more of the following components, as designated by the Developer from time to time:

- a. residential villas;
- b. apartments and serviced apartments;
- c. hotel and hospitality components;
- d. retail and food and beverage components;
- e. beach and waterfront areas;
- f. roads, bridges, pathways, promenades, and circulation systems;
- g. parking facilities and transport support areas;
- h. utility and engineering infrastructure;
- i. landscaped and open spaces;
- j. amenity and leisure facilities; and
- k. support, service, back-of-house, and operational areas.
- l. marinas, jetties and marine facilities (where applicable);
- m. security, surveillance and access control systems.
- n. staff accommodation and operational support facilities (where applicable).

4.3 Phasing and Development Flexibility

The Developer may:

- (a) develop the Master Community in phases;
- (b) add, remove, redesign, combine, split, or reconfigure land, plots, Buildings, facilities, or components;
- (c) create sub-communities, buildings, precincts, clusters, or use zones;
- (d) create, vary, or extinguish easements, service corridors, access routes, utility alignments, and support rights;
- (e) redesignate areas such as Common Areas, Shared Facilities, Exclusive Use Areas, service areas, or restricted areas; and
- (f) execute and register supplementary declarations, amendments, plans, and schedules to reflect the evolving structure of the Master Community.
- (g) alter, relocate or upgrade Community Assets, infrastructure and Resort Facilities where reasonably required for operational efficiency, safety or regulatory compliance.

4.4 Easements and Community Rights

Each Unit and all parts of the Master Community are subject to non-exclusive easements and rights for:

- (a) structural support, shelter, and integrity;
- (b) access, ingress, egress, passage, circulation, delivery, emergency access, and evacuation;
- (c) installation, operation, renewal, inspection, testing, repair, and replacement of Building Systems and Utility Services;
- (d) drainage, runoff, water flow, irrigation, light, air, ventilation, telecommunications passage, and data transmission;
- (e) access through or into Units or Exclusive Use Areas where reasonably required for maintenance, safety, engineering, hospitality, or operational reasons;
- (f) operation of Hotel Components and Resort Facilities;
- (g) signage, wayfinding, branding, and directional systems; and
- (h) All similar rights are reasonably necessary for the proper operation and support of the Master Community.
- (i) housekeeping, hospitality, guest services and resort operations;
- (j) security monitoring, CCTV systems, access control and emergency response;
- (k) environmental management, pest control, waste collection and sustainability initiatives.

4.5 Integrated Resort Operations

The Master Community is intended to operate as an integrated tourism, hospitality and residential destination under a unified governance and management framework.

Accordingly, the Developer has appointed a Community & Facility Manager to administer, operate, manage and maintain the Master Community in accordance with this Declaration and the applicable Management Agreement.

The Community & Facility Manager shall be responsible for the day-to-day administration, operation, maintenance and management of the Master Community, including, without limitation, the management of the Common Areas and Community Facilities, implementation of operational procedures, administration of the Community Budget and management fees, enforcement of the Community Rules and Regulations, coordination of contractors and service providers, and the performance of all operational functions delegated by the Developer.

All Owners, Occupiers, tenants, guests, contractors and other users of the Master Community shall cooperate with, and comply with, the lawful directions, procedures, notices, policies and operational requirements issued by the Community & Facility Manager in the exercise of its delegated authority.

Any complaint, objection or request relating to the day-to-day management or operation of the Master Community, including matters relating to management fees, Community operations, maintenance, facilities management or the enforcement of the Community Rules, shall be submitted to the Community & Facility Manager in the first instance for administration and resolution in accordance with this Declaration.

Nothing in this Declaration shall prejudice the Developer's Reserved Rights, which shall remain exclusively vested in the Developer.

5. RESORT CHARACTER AND OPERATING PRINCIPLES

5.1 Integrated Resort Community

The Master Community is established and shall be maintained as an integrated tourism, hospitality and residential resort community. All land, Units, Buildings, Resort Facilities, Community Assets and Common Areas shall be planned, managed, operated and maintained in a coordinated manner to preserve the Community as a unified resort destination.

5.2 Preservation of Resort Character

The Developer and the Community & Facility Manager shall manage the Community in a manner that preserves its architectural identity, hospitality standards, environmental quality, operational efficiency and long-term commercial value.

No Owner or Occupier shall carry out any act or omission that materially detracts from the reputation, appearance, functionality or resort character of the Community.

5.3 Integration of Residential and Hospitality Uses

The Community has been designed to accommodate residential ownership together with hotel and hospitality operations. Owners and Occupiers acknowledge that hospitality activities, guest services, events, deliveries, maintenance and other operational activities are an inherent part of the Community and shall not constitute a nuisance solely by reason of their proper operation.

5.4 Operational Standards

The Community & Facility Manager shall establish and implement operational standards, procedures and Community Rules consistent with internationally recognized practices for integrated resort communities, provided that such standards are consistent with this Declaration.

5.5 Protection of Brand and Reputation

All Owners, Occupiers, Tenants, Guests, Visitors, contractors and service providers shall conduct themselves in a manner that protects the reputation, image, branding and commercial standing of the Community and shall refrain from any conduct that may adversely affect its operation as a premium tourism and hospitality destination.

5.6 Sustainability and Guest Experience

The Community shall be managed with due regard to sustainability, environmental stewardship, guest experience, resident wellbeing, public safety and the efficient use of Community resources, with the objective of maintaining The Cove Rotana Resort as a high-quality international resort destination.

6. RESERVED RIGHTS AND AUTHORITY OF THE DEVELOPER

6.1 General Reservation

The Developer retains all rights expressly reserved in this Declaration and all rights reasonably necessary to complete, operate, preserve, market, administer, and develop the Master Community as an integrated resort.

6.2 Specific Rights of the Developer

The Developer may:

- (a) establish, amend and approve management fee methodologies, enhancement programmes, lifecycle strategies and community budgets without requiring approval by Owners except where mandatory law expressly provides otherwise.
- (b) complete, operate, refurbish, improve, redevelop, market, sell, lease, license, mortgage, transfer, or otherwise deal with any part of the Master Community not yet transferred;
- (c) appoint, and, subject to Clause 8.1, replace, supervise, and remove the Community & Facility Manager and all contractors, consultants, operators, utility managers, and service providers;
- (d) issue, amend, revoke, and replace Community Rules, Resort Regulations, access policies, technical standards, booking policies, design standards, and fit-out manuals;
- (e) allocate, reallocate, apportion, reapportion, and revise Management fees, Charges for Services, reserve contributions, budgets, and cost allocation methodologies;
- (f) reserve and use parts of the Master Community for sales, marketing, hospitality, operations, management, engineering, security, storage, demonstration, and temporary construction purposes;
- (g) create memberships, access packages, hospitality entitlements, resort use conditions, and facility access controls;
- (h) restrict access to certain areas or services for safety, privacy, operational, legal, maintenance, brand, or payment-compliance reasons;
- (i) carry out works, upgrades, inspections, testing, utility diversions, repairs, and improvements;
- (j) appoint affiliates, nominees, or third parties to perform any of its functions; and
- (k) take all steps reasonably necessary to preserve the quality, legal compliance, safety, reputation, and commercial viability of the Master Community.
- (l) establish, maintain and protect the architectural identity, branding, hospitality standards and operational character of the Master Community.
- (m) implement and operate digital platforms, smart community systems, security technologies, access control systems and other technologies for the efficient management of the Master Community.

The exercise by the Developer of any of the rights reserved under this Declaration shall not prevent the Community & Facility Manager from exercising the powers and performing the functions expressly delegated to it under this Declaration or any applicable Community Management or Facilities Management Agreement.

6.3 Duties of the Developer

To the extent applicable, the Developer will:

- (a) establish and maintain an appropriate governance and operational structure for the Master Community;
- (b) appoint competent managers and service providers or otherwise ensure the provision of management and facilities services;
- (c) apply community funds only for proper community purposes;
- (d) maintain records required by Applicable Law and this Declaration;
- (e) act in good faith in exercising powers materially affecting the community as a whole; and
- (f) exercise its powers in a manner that promotes long-term sustainability, operational efficiency and overall benefit of the Master Community.

6.4 Survival of Reserved Rights

The rights reserved to the Developer under this Declaration survive the sale, transfer, lease, occupation, or use of Units and may be exercised from time to time by the Developer, its affiliates, or any lawful successor or assignee.

6.5 Assignment and Delegation

The Developer may assign, delegate, transfer, novate, or otherwise vest any of its rights, powers, discretions, reservations, immunities, and obligations under this Declaration in any affiliate, successor developer, manager, operator, or qualified third party, in whole or in part.

6.6 COMMUNITY EXCELLENCE

The Developer is committed to promoting and maintaining the Master Community in accordance with recognized principles of professional community management, operational excellence, asset preservation, financial sustainability and the long-term enhancement of the Master Community and its reputation.

The Community & Facility Manager shall support these objectives by implementing appropriate management practices and pursuing the continuous improvement of community operations, facilities management, customer services, financial administration, asset lifecycle management, sustainability initiatives and operational performance, having regard to the nature and standards of an integrated resort community.

7. GOVERNANCE FRAMEWORK

7.1 Governance Structure

The governance of the Master Community shall be based on the following framework:

- (a) this Declaration;
- (b) the rights and reserved powers of the Developer;
- (c) the authority and responsibilities of the Community & Facility Manager;

- (d) Community Rules, Operational Policies and Management Procedures issued in accordance with this Declaration; and
- (e) any advisory board, or consultative body established in accordance with this Declaration.

7.2 Governance Principles

The governance framework is intended to:

- (f) preserve the integrated tourism, hospitality and residential character of the Master Community;
- (g) promote efficient, transparent and accountable community management;
- (h) ensure the proper operation, maintenance and long-term sustainability of the Community;
- (i) safeguard the safety, wellbeing and legitimate interests of Owners, Occupiers, Guests and Visitors;
- (j) establish effective financial management and equitable recovery of Community costs;
- (k) support the efficient delivery of hospitality, facilities management and community services; and
- (l) preserve the value, reputation and operational integrity of the Master Community.

7.3 Community Governance Responsibilities

The governance of the Master Community shall be exercised in accordance with the following principles:

- (a) The Developer shall retain the rights expressly reserved under this Declaration;
- (b) The Community & Facility Manager shall administer and manage the Community in accordance with this Declaration and any applicable management agreements;
- (c) Owners and Occupiers shall comply with this Declaration and the Community Rules; and
- (d) All stakeholders shall cooperate to ensure the safe, efficient and harmonious operation of the Master Community.

7.4 No Limitation on Developer Rights

The establishment or operation of any Advisory Body or consultative arrangement shall not confer any executive, managerial or decision-making authority and shall not limit, restrict or prejudice the reserved rights, powers, discretions or authority of the Developer or the Community & Facility Manager under this Declaration.

7.5 Delegation of Management Functions

The Developer may delegate the day-to-day administration, operation, management and facilities management of the Master Community to the Community & Facility Manager, provided that such delegation shall not, unless expressly stated, constitute a transfer of ownership or the Developer's reserved rights under this Declaration.

7.6 Long-Term Community Stewardship

The Developer recognizes that the long-term success, sustainability and value of the Master Community depend upon effective governance, prudent financial management, proactive asset management and the consistent delivery of high-quality community and facilities management services.

The Community & Facility Manager shall support these objectives by implementing appropriate strategies and management practices relating to lifecycle asset management, reserve fund planning, operational performance, customer service, sustainability initiatives, risk management and the continuous improvement of the Master Community.

8. APPOINTMENT AND AUTHORITY OF THE COMMUNITY AND FACILITIES MANAGER

8.1 Appointment

The Developer may appoint one or more entities to act as the Community & Facility Manager and may replace, remove or reappoint such entity or entities from time to time in accordance with this Declaration.

As at the Effective Date of this Declaration, **Skybridges Management of Facilities LLC OPC** is appointed as the Community & Facility Manager for the Community. Such appointment does not transfer ownership of any part of the Community or affect the Developer's Reserved Rights under this Declaration.

8.2 Strategic Community Management Functions

In addition to its operational responsibilities, the Community & Facility Manager shall perform such strategic community management functions as may be delegated by the Developer, including:

- (a) establishing and maintaining a comprehensive Asset Management Framework, including asset registers, condition assessments, lifecycle planning, replacement strategies and capital renewal programmes;
- (b) preparing long-term financial plans, reserve fund strategies and lifecycle funding recommendations for the Master Community;
- (c) developing Community Enhancement Programmes, sustainability initiatives, environmental improvements and capital projects approved by the Developer;
- (d) establishing engineering standards, maintenance strategies, quality assurance procedures and technical governance frameworks;
- (e) monitoring contractor performance, service standards, key performance indicators (KPIs), operational risks and compliance with contractual obligations;
- (f) developing and maintaining digital community management systems, owner portals, smart technologies and operational management platforms;
- (g) implementing customer experience strategies, owner engagement initiatives and community communication programmes;
- (h) developing operational policies, standard operating procedures, manuals and governance frameworks approved by the Developer;
- (i) coordinating with the Hotel Operator to ensure the effective integration of community management, facilities management and hospitality operations;

- (j) advising the Developer on long-term planning, operational efficiency, infrastructure renewal, risk management and strategic initiatives affecting the Master Community;
- (k) establishing management reporting systems, operational dashboards and performance reporting for the Developer; and
- (l) performing such other strategic planning, advisory or governance functions as the Developer may reasonably require.

8.3 Operational Functions

The Community & Facility Manager may, to the extent authorized by the Developer or this Declaration:

- a. manage, operate, administer, inspect, maintain, clean, secure, service and support the Master Community;
- b. maintain, repair, test and replace Common Areas, Shared Facilities and Community Assets;
- c. procure, supervise and administer contracts for engineering, security, cleaning, landscaping, utilities, waste management, pest control, transport, access control and other community services;
- d. prepare annual operating budgets, maintain financial records, issue invoices, collect Assessments and administer community funds in accordance with this Declaration;
- e. implement and enforce this Declaration, the Community Rules and lawful directions of the Developer;
- f. administer permits, approvals, bookings, visitor management, contractor access and access control systems;
- g. coordinate with Competent Authorities, utility providers, insurers, emergency services, contractors and other service providers;
- h. enter Units and other areas where authorized under this Declaration;
- i. investigate incidents, complaints, defects, risks and breaches and take appropriate action;
- j. procure materials, equipment, software and services necessary for the proper operation of the Master Community;
- k. implement and monitor preventive, corrective and lifecycle maintenance programmes;
- l. supervise Community Assets in accordance with the approved asset management strategy;
- m. monitor the performance of contractors and service providers and ensure compliance with applicable service standards; and
- n. perform all other operational, administrative and management functions reasonably necessary for the efficient operation, maintenance and administration of the Master Community.

8.4 Community Communication and Owner Engagement

The Community & Facility Manager shall establish and maintain a structured community communication programmes designed to keep Owners and Residents informed, engaged and aware of matters affecting the Master Community.

Such programmes may include:

- Community Circulars;
- Community Notices;
- Newsletters;
- Awareness Campaigns;
- Safety Bulletins;
- Sustainability Initiatives;
- Community Guidelines;
- Digital Communications through the Community Portal or Mobile Application;
- Community Events Calendar; and
- Educational programmes promote responsible community living.

The objective of such communications shall be to encourage compliance, enhance community awareness, preserve the quality of the Master Community and promote a positive owner experience.

8.5 Lifestyle & Community Programmes

The Developer or the Community & Facility Manager may, from time to time, organize, coordinate or facilitate lifestyle, recreational, wellness, hospitality and community engagement programmes for the benefit of Owners and Residents.

Such programmes may be delivered directly by the Developer, the Hotel Operator, approved service providers or other authorized parties and may include, without limitation:

- Community events;
- Seasonal celebrations;
- Wellness programmes;
- Sports and recreational activities;
- Children's activities;
- Owner appreciation events;
- Educational workshops;
- Beach and resort activities;
- Restaurant and hospitality promotions;
- Owner loyalty programmes;
- Concierge services;
- Resident memberships;
- Hospitality privileges; and
- Other value-added services made available by the Hotel Operator.

Participation in such programmes shall be subject to availability and any applicable terms and charges.

8.6 Community Excellence and Continuous Improvement

The Community & Facility Manager shall continually monitor and review operational performance, customer satisfaction, asset condition, financial sustainability and community services, and shall recommend improvements to the Developer aimed at enhancing the quality, efficiency, sustainability and long-term value of the Master Community.

Such reviews may include recommendations relating to:

- service delivery;
- operational efficiency;
- asset performance;
- lifecycle planning;
- sustainability initiatives;
- customer experience;
- technology and digital transformation;
- community enhancement projects; and
- governance and operational best practices.

8.7 Standard of Care

The Master Community Manager must perform its functions with reasonable skill, care, diligence, and professionalism consistent with:

- (a) this Declaration;
- (b) the terms of its appointment;
- (c) good industry practice for a premium resort and mixed-use community in the UAE; and
- (d) applicable life safety, environmental, technical, and hospitality standards.
- (e) internationally recognized community and facilities management practices, where appropriate.

8.8 Delegation and Subcontracting

The Master Community Manager may delegate or subcontract any operational, administrative, engineering, technical, utility, security, or specialist function to competent contractors or consultants, subject to the terms of its appointment.

8.9 Authority to Issue Operational Policies

The Community & Facility Manager may issue operational procedures, technical standards, maintenance protocols, access procedures and administrative guidelines consistent with this Declaration and the Community Rules.

8.10 Limitation of Authority

Except as expressly provided in this Declaration or the applicable management agreements, the Community & Facility Manager shall not:

- (f) dispose of Community Assets;
- (g) amend this Declaration;
- (h) transfer any proprietary rights belonging to the Developer; or
- (i) exercise any Reserved Right of the Developer unless expressly authorized.

8.11 Operational Responsibility and Administration

The Community & Facility Manager shall be responsible for the day-to-day administration, operation, management and maintenance of the Master Community in accordance with this Declaration, the applicable Management Agreement and the authority delegated by the Developer.

In performing such functions, the Community & Facility Manager shall act on behalf of the Developer solely within the scope of its delegated authority and shall be the primary administrative authority responsible for the implementation of this Declaration, the Community Rules and the day-to-day management of the Master Community.

8.12 Community Administration, Complaints and Owner Interface

Unless otherwise expressly provided in this Declaration, all Owners, Occupiers, Residents, tenants, contractors and other users of the Master Community shall communicate directly with the Community & Facility Manager regarding all day-to-day operational matters.

Without limitation, all complaints, requests, applications, notices, reports, objections or enquiries relating to the administration, operation or management of the Master Community, including:

- (a) Management fees and Community Fees;
- (b) maintenance and repair matters;
- (c) Community Rules and operational compliance;
- (d) use of Common Areas and Community Facilities;
- (e) contractor access and work permits;
- (f) operational services; and
- (g) any other matter falling within the delegated authority of the Community & Facility Manager,

shall be submitted in the first instance to the Community & Facility Manager for review, administration and determination in accordance with this Declaration.

9. OWNERS, OCCUPIERS, MORTGAGEES, AND OTHER STAKEHOLDERS

Every Owner, Occupier, Mortgagee, Tenant, Guest, Visitor, contractor and other person entering or using the Master Community shall comply with this Declaration, the Community Rules, and any lawful directions issued by the Developer or the Community & Facility Manager.

9.1 Owners' Core Obligations

Each Owner must:

- (a) comply with this Declaration, Community Rules, and all lawful directions issued under them;
- (b) pay all Assessments, Management fees, Charges for Services, and other sums due in full and on time;
- (c) keep the Unit and any owner-responsible Exclusive Use Area in good order and repair;
- (d) use the Unit only for its Permitted Use;
- (e) ensure that Occupiers, Guests, tenants, contractors, and invitees comply with this Declaration and the Community Rules;
- (f) obtain all required approvals before carrying out any work, fit-out, alterations, signage, or installations;
- (g) maintain all owner-responsible insurance and permits;
- (h) permit access where authorized under this Declaration;
- (i) notify the Master Community Manager promptly of defects, leaks, incidents, damage, hazards, or safety issues affecting the Unit or adjacent property; and
- (j) indemnify the Developer and the Master Community Manager as provided in this Declaration.
- (k) refrain from any act or omission that may adversely affect the operation, reputation, safety or integrated resort character of the Master Community;
- (l) cooperate with the Developer and the Community & Facility Manager in relation to inspections, maintenance, emergency work and compliance matters.

9.2 Owners' Rights

Subject to this Declaration, each Owner is entitled to:

- (a) quiet use and enjoyment of its Unit;
- (b) non-exclusive use of Common Areas and Shared Facilities intended for that Owner's class of Unit;
- (c) receive invoices, notices, and information required under this Declaration;
- (d) deal with the Unit by transfer, lease, license, or mortgage in accordance with this Declaration; and
- (e) receive the benefit of services and entitlements applicable to that Unit.
- (f) Have the Master Community managed, operated and maintained in accordance with this Declaration, the applicable Community Management and Facilities Management arrangements.

9.3 Occupiers

Each Occupier is bound by this Declaration and the Community Rules to the extent applicable to occupancy and use. The Owner remains responsible for the acts and omissions of Occupiers and Guests connected with the Unit.

The Community & Facility Manager may require Occupiers to register their occupancy and comply with applicable access, security and operational procedures.

9.4 Mortgages

Each Mortgagee takes its security subject to this Declaration. A Mortgagee is not liable for Owner obligations merely because it holds security unless and until it takes possession, becomes owner, or otherwise assumes liability under Applicable Law.

9.5 Guests, Contractors, and Invitees

Guests, contractors, and invitees may enter and use the Master Community only in accordance with this Declaration, the Community Rules, and all security and operational procedures. The relevant Owner or Occupier is responsible for them.

The Community & Facility Manager may regulate, restrict or refuse access where reasonably required for security, safety, operational, maintenance or legal purposes.

9.6 No Interference with Resort Operations

No Owner, Occupier, Tenant, Guest or other Stakeholder shall interfere with or obstruct the operation of the Hotel Components, Resort Facilities, Community Services or Facilities Management activities, except where exercising a lawful right under this Declaration.

9.7 Good Neighbor Principle

All Owners and Occupiers shall use their Units and the Common Areas in a manner that respects the rights of others and contributes to the safe, peaceful and harmonious enjoyment of the Master Community.

10. COMMUNITY PROPERTY, COMMON AREAS, SHARED FACILITIES, AND RESORT FACILITIES

10.1 Ownership and Legal Structure

Common Areas, Shared Facilities, and Resort Facilities may be owned, leased, licensed, managed, operated, or controlled by the Developer, its affiliates, the Master Community Manager, a hotel operator, a service company, a utility entity, or any combination of them, as determined by the Developer.

Nothing in this Declaration shall be construed as transferring ownership of any Community Property except where expressly provided by the Developer.

10.2 Nature of Use Rights

The rights of Owners and Occupiers in relation to Common Areas, Shared Facilities, and Resort Facilities are rights of regulated use only and do not confer exclusive possession unless expressly stated otherwise.

All rights of use are non-exclusive, revocable to the extent permitted under this Declaration, and subject to operational, safety, maintenance and hospitality requirements.

10.3 Limited and Exclusive Use Rights

The Developer may designate any area or facility as:

- (a) an Exclusive Use Area;
- (b) a limited-use facility for a particular Building, cluster, plot, or class of Units;
- (c) a hotel-only, guest-only, staff-only, operator-only, or service-only area;
- (d) a paid-access or package-based area;
- (e) a restricted operational area; or
- (f) a life safety or security-controlled area.
- (g) areas reserved for utility infrastructure, plant rooms, engineering systems or emergency services;

10.4 Operational Control

The Developer and the Master Community Manager may regulate hours of operation, booking conditions, guest access, maintenance closures, private event use, membership conditions, service package eligibility, and capacity restrictions in relation to any Common Area, Shared Facility, or Resort Facility.

The exercise of such operational control shall be reasonable, proportionate and consistent with this Declaration.

10.5 Temporary Closure of Facilities

The Developer or the Community & Facility Manager may temporarily close any Common Area, Shared Facility or Resort Facility for maintenance, repairs, refurbishment, operational requirements, safety, private events, emergencies or any other reasonable purpose, without liability for any resulting inconvenience.

10.6 No Guaranteed Availability

No Owner or Occupier shall have any guaranteed right to the uninterrupted availability of any Common Area, Shared Facility or Resort Facility where access is reasonably restricted for operational, safety, maintenance or hospitality purposes.

10.7 Resort Facilities Not Part of Private Ownership

Unless expressly stated otherwise, Resort Facilities shall not form part of any privately owned Unit and shall remain subject to the operational control of the Developer or the Community & Facility Manager.

10.8 Priority of Hospitality Operations

Where any Common Area, Shared Facility or Resort Facility serves both hospitality and residential purposes, the Developer or the Community & Facility Manager may regulate access, reservations, operating hours and permitted use to ensure the safe, efficient and commercially sustainable operation of the integrated resort, provided that such regulation is applied reasonably and consistently with this Declaration.

11. USE, ACCESS AND OPERATIONAL CONTROL OF COMMUNITY AREAS

11.1 General Access Rights

Subject to this Declaration, Community Rules, payment compliance, and operational conditions, each Owner and lawful Occupier may access and use those parts of the Master Community designated for that Unit or class of Units.

Access rights are non-exclusive, revocable where permitted under this Declaration, and subject to operational, safety and security requirements.

11.2 Resort Access Rights

The Developer may create categories of access rights, packages, privileges, memberships, or usage rights for Resort Facilities, including rights that depend on:

- (a) Unit type;
- (b) use category;
- (c) hospitality participation;
- (d) payment of applicable Charges for Services;
- (e) bookings or reservations;
- (f) guest registration;
- (g) operational availability; and
- (h) compliance with Community Rules.
- (i) security clearance or access credentials;
- (j) operational requirements determined by the Community & Facility Manager.

11.3 Suspension and Restriction of Access

Access to any part of the Master Community may be suspended, restricted, or denied for non-payment, breach, safety concerns, overcapacity, event use, maintenance, legal compliance, or operational necessity.

Any suspension or restriction shall be reasonable, proportionate and limited to the extent necessary to address the relevant circumstances.

11.4 Restricted Areas

Engineering areas, utility rooms, service routes, security areas, back-of-house areas, staff-only areas, and similar controlled spaces are restricted areas. No Owner or Occupier may access, obstruct, or interfere with them except as expressly authorized.

No person shall remove, damage, tamper with or interfere with any equipment, systems, installations or security devices located within any Restricted Area.

11.5 Access Devices

The Community & Facility Manager may issue, replace, suspend or deactivate Access Devices, including keys, cards, electronic credentials, mobile access applications and biometric credentials, and may impose reasonable conditions for their use, replacement or return.

11.6 Emergency Access

The Developer and the Community & Facility Manager may restrict or override access rights where reasonably necessary to protect life, health, safety, property or the proper operation of the Master Community.

11.7 No Acquisition of Rights

No Owner, Occupier or other person shall acquire any permanent, exclusive or proprietary right over any Common Area, Shared Facility or Resort Facility by reason only of repeated use or long-term occupation.

12. DESIGN CONTROL, ALTERATIONS, AND FIT-OUT WORKS

12.1 Prior Approval Requirement

No Owner or Occupier may, without prior written approval where required:

- (a) alter the exterior appearance of a Unit or any visible part of it;
- (b) undertake structural or semi-structural works;
- (c) interfere with Building Systems or Shared Facilities;
- (d) install or alter air-conditioning, drainage, plumbing, electrical, gas, telecom, access control, surveillance, or other service connections;
- (e) install pools, pergolas, screens, awnings, antennas, dishes, signs, lighting, façade elements, hardscape, softscape, or similar items;
- (f) enclose balconies, terraces, or open spaces;
- (g) carry out internal work that may affect safety, waterproofing, structure, utility loads, or neighboring property; or
- (h) appoint contractors to perform works in the Master Community.
- (i) install, modify or remove any external signage, branding, decorative feature or artwork visible from the Common Areas;
- (j) undertake any landscaping, planting, tree removal or irrigation works within any Exclusive Use Area or area visible from the Common Areas;

12.2 Fit-Out Control Regime

The Developer or the Master Community Manager may issue detailed design, fit-out, and contractor manuals requiring drawings, specifications, method statements, contractor vetting, insurance, deposits, permits, authority approvals, work-hour restrictions, supervision charges, access controls, housekeeping standards, and reinstatement obligations.

The Developer or the Community & Facility Manager may refuse, condition or revoke any approval where reasonably necessary to preserve safety, structural integrity, operational efficiency, architectural consistency or the resort character of the Master Community.

12.3 Design Standards

All works must preserve the visual and operational integrity of the Master Community and comply with architectural themes, material standards, color controls, façade rules, engineering standards, and resort aesthetic requirements issued by the Developer.

All works shall also comply with applicable sustainability requirements, accessibility standards, fire and life safety requirements, and any approved Design Guidelines issued for the Master Community.

12.4 Liability for Works

All works remain at the sole risk and responsibility of the Owner carrying them out, notwithstanding any review, approval, inspection, or comment by the Developer or the Master Community Manager.

Any approval, review, inspection or comment by the Developer or the Community & Facility Manager shall not constitute a warranty, certification or acceptance of the design, workmanship, safety or compliance of the works, all of which remain the sole responsibility of the Owner and its contractors.

12.5 Completion and Reinstatement

Upon completion of any approved work, the Owner shall remove all waste and construction materials, repair any damage caused to the Common Areas or Community Assets, and reinstate any affected area to the reasonable satisfaction of the Community & Facility Manager.

12.6 Emergency Works

Nothing in this Declaration shall prevent an Owner from carrying out immediate emergency works necessary to protect life or prevent substantial property damage, provided that the Community & Facility Manager is notified as soon as reasonably practicable and all required approvals are obtained retrospectively where required.

12.7 Suspension of Works

The Developer or the Community & Facility Manager may require any works to be suspended where they reasonably determine that the works are being carried out in breach of this Declaration, Applicable Law, an approved permit or the applicable Design Guidelines, or where the works pose a risk to safety, structural integrity or the operation of the Master Community.

12.8 Preservation of Resort Identity

All alterations, fit-out works and improvements shall preserve the architectural identity, visual harmony, hospitality character and overall aesthetic quality of the Master Community. No work shall be undertaken that materially detracts from the appearance, branding or reputation of The Cove Rotana Resort.

13. MAINTENANCE, REPAIR, REPLACEMENT, AND ASSET LIFECYCLE MANAGEMENT

13.1 Community-Maintained Property

The Master Community Manager is responsible for arranging the maintenance, repair, testing, servicing, refurbishment, lifecycle renewal, and replacement of:

- (a) Common Areas;
- (b) Shared Facilities;
- (c) structural and engineering elements designated as community-maintained;
- (d) roads, pathways, promenades, beaches, landscaping, irrigation, drainage, lighting, and public realm elements;
- (e) community security systems, access systems, life safety systems, and surveillance systems;
- (f) community utility infrastructure and engineering assets serving more than one Unit, to the extent not maintained by a utility provider or another responsible party; and
- (g) other property designated by the Developer as community maintained.
- (h) Resort Facilities, recreational amenities and Community Assets designated by the Developer or the Community & Facility Manager for community maintenance;
- (i) digital infrastructure, smart community systems and building management systems serving the Master Community.

13.2 Asset Management

The Community & Facility Manager shall establish and maintain an Asset Management System for all Community Assets, including:

- Asset Registers;
- Condition Assessments;
- Remaining Useful Life Analysis;
- Preventive Maintenance Programmes;
- Lifecycle Renewal Plans;
- Replacement Programmes;
- Capital Planning; AND
- Asset Performance Monitoring.
- The objective of the Asset Management System shall be to preserve the long-term value, functionality, safety and operational efficiency of the Master Community while optimizing whole-of-life costs.

13.3 Owner-Maintained Property

Each Owner is responsible, at its own cost, for the maintenance, repair, replacement, cleaning and upkeep of:

- (a) the interior of the Unit;

- (b) finishes, fixtures, appliances and installations serving only that Unit;
- (c) owner-installed improvements and modifications;
- (d) branch services and utility installations serving only that Unit from the designated connection point;
- (e) owner-responsible Exclusive Use Areas appurtenant to the Unit;
- (f) the external structure, façade, external walls, finishes, paintwork and other external elements of the Unit which are designated as the Owner's responsibility under the sales documentation or this Declaration;
- (g) the entrance to the Unit, including entrance doors, gates, boundary walls, fences and other associated external elements serving the Unit;
- (h) the garden, landscaping, planting and other external areas forming part of or allocated for the exclusive use of the Unit, which shall be maintained in a healthy, clean, safe and presentable condition and in accordance with the landscape and appearance standards of the Master Community;
- (i) any private pool, terrace, patio, external lighting, irrigation system or other external installation or amenity serving exclusively the Unit, where applicable;
- (j) all other matters stated in this Declaration, the sales documentation or Applicable Law to be the responsibility of the Owner.

Each Owner shall maintain the Unit, including its external appearance and Owner-Maintained Property, in a good, clean, safe and properly maintained condition and shall not permit any deterioration, damage, staining, mould, discoloration, overgrown or poorly maintained landscaping, or other condition that adversely affects the appearance, safety, operation, quality or value of the Master Community or neighboring Units.

13.4 Maintenance Standards

All maintenance must be carried out to a standard consistent with:

- a. good engineering and housekeeping practice;
- b. the integrated resort character of the Master Community;
- c. applicable manufacturer recommendations;
- d. safety and compliance requirements; and
- e. Community Rules.
- f. the applicable Facilities Management Standards, Asset Management Plans and Maintenance Manuals adopted for the Master Community.

13.5 Failure to Maintain

If an Owner fails to maintain, repair, clean, replace or otherwise keep the Unit, including its exterior, façade, entrance, garden, landscaping, Exclusive Use Areas or any other Owner-Maintained Property, in accordance with this Declaration and the standards of the Master Community, the Developer or the Master Community & Facilities

Manager may issue a written notice requiring the Owner to carry out the necessary works within a reasonable period specified in the notice.

If the Owner fails to comply within the specified period, the Developer or the Master Community & Facilities Manager may arrange for the required maintenance, cleaning, repair, replacement, landscaping or other remedial works to be carried out and recover the full reasonable cost from the Owner as an Assessment. Prior notice shall not be required where immediate action is reasonably necessary to address an emergency, safety risk, risk of damage to property or material adverse impact on the Master Community.

The costs recoverable from the Owner may include the cost of the works, contractors, materials, administrative costs, professional fees and any applicable interest, and shall constitute a debt due from the Owner and an Assessment payable under this Declaration.

13.6 Preventive and Lifecycle Maintenance

The Master Community Manager may implement preventive maintenance, planned maintenance, lifecycle renewal, asset register management, and long-term engineering strategies for the Master Community, and the related costs may be funded through Management fees, Charges for Services, or reserve contributions.

The Community & Facility Manager may prepare and periodically update Asset Registers, Lifecycle Plans, Capital Replacement Plans and Long-Term Maintenance Programmes to ensure sustainable management of Community Assets.

13.7 Emergency Repairs

The Developer or the Community & Facility Manager may enter any Unit or Exclusive Use Area without prior notice where reasonably necessary to prevent imminent danger to life, property or the operation of the Master Community.

13.8 Access for Maintenance

Owners and Occupiers shall provide reasonable access to their Units where required for inspection, maintenance, testing, repair, replacement or emergency work affecting Community Assets, Shared Facilities or neighboring Units.

13.9 Maintenance Responsibility Matrix

Where responsibility for maintenance is unclear, the Developer or the Community & Facility Manager may issue or amend a Maintenance Responsibility Matrix identifying the respective maintenance obligations of the Developer, the Community & Facility Manager, Owners, utility providers and other responsible parties, provided that such matrix is consistent with this Declaration.

13.10 No Liability for Fair Wear and Tear

Neither the Developer nor the Community & Facility Manager shall be liable for deterioration, interruption of services or temporary inconvenience resulting from reasonable maintenance, repair, replacement or lifecycle work carried out in accordance with this Declaration, except to the extent caused by negligence or willful misconduct.

13.11 Protection of Coastal and Natural Environment

All Owners, Occupiers and other users of the Master Community shall comply with all environmental requirements relating to beaches, waterfront areas, marine habitats, landscaping and protected natural features. No activity shall be undertaken that may pollute, damage or adversely affect the coastal environment or other environmentally sensitive areas within or adjoining the Master Community.

14. UTILITIES, INFRASTRUCTURE, AND ENVIRONMENTAL MANAGEMENT

14.1 Utility Framework

Utility Services may be supplied by public utility providers, private utility providers, concessionaires, the Developer, its Affiliates, the Community & Facility Manager, hotel operators or contracted service providers. The Developer may establish, amend or replace the utility procurement, distribution, metering and supply model for the Master Community.

14.2 Metering and Allocation

Utility Services and utility-related costs may be measured, estimated, allocated or apportioned using bulk metering, submeters, engineering calculations, occupancy levels, floor area, room count, key count, utility loading, service packages, usage profiles or any other reasonable methodology adopted by the Developer or the Community & Facility Manager, provided that such methodology is applied consistently to the relevant category of Units or services.

14.3 Utility and Engineering Areas

Engineering rooms, risers, ducts, service corridors, utility tunnels, shafts, meter rooms, switch rooms, substations, pump rooms, water tanks, treatment facilities, communications rooms and similar areas are Restricted Areas.

No Owner, Occupier or other person shall access, obstruct, damage, interfere with or alter any such area or any Utility Infrastructure without prior written approval.

No goods, equipment or materials may be stored within any Utility or Engineering Area.

14.4 Environmental Management

The Developer and the Community & Facility Manager may establish and implement environmental, sustainability and resource management programmes relating to:

- (a) waste segregation and recycling;
- (b) water conservation and irrigation management;
- (c) energy efficiency and energy management;
- (d) emissions reduction;
- (e) pest control;
- (f) landscape and beach protection;

- (g) environmental housekeeping;
- (h) renewable energy initiatives;
- (i) sustainable procurement practices; and
- (j) any other environmental initiatives reasonably required for the proper operation of the Master Community.

All Owners, Occupiers and other users shall comply with such programmes.

14.5 Access to Utility Infrastructure

The Developer, the Community & Facility Manager and authorized utility providers may enter any Unit or Exclusive Use Area upon reasonable notice, except in an emergency, for the purpose of inspecting, installing, reading, maintaining, repairing, replacing, upgrading or testing Utility Infrastructure or Utility Services.

14.6 Protection of Utility Infrastructure

No Owner or Occupier shall overload, disconnect, alter, relocate, bypass or otherwise interfere with any Utility Infrastructure, Building System or Engineering System serving more than one Unit without prior written approval.

14.7 Sustainability Initiatives

The Developer or the Community & Facility Manager may implement smart metering systems, renewable energy technologies, electric vehicle charging infrastructure, water reuse systems, energy optimization programmes and other sustainability initiatives for the benefit of the Master Community.

14.8 Interruption of Utilities

Utility Services may be interrupted, suspended, reduced or modified for maintenance, testing, emergency response, system upgrades, operational requirements, utility provider action, legal compliance, force majeure, shortages or any other reasonable operational necessity.

Neither the Developer nor the Community & Facility Manager shall be liable for any interruption or reduction of Utility Services occurring in accordance with this Clause, except to the extent resulting from their gross negligence or willful misconduct.

14.9 Recovery of Utility Costs

The cost of Utility Services may be recovered through Management fees, Charges for Services, direct billing, utility tariffs or any other cost recovery mechanism authorized by this Declaration or Applicable Law.

14.10 Coastal and Environmental Protection

All Owners, Occupiers, Guests and other users of the Master Community shall comply with all environmental requirements relating to beaches, waterfront areas, marine habitats, landscaping and protected natural features. No person shall carry out any activity that pollutes, damages or adversely affects the coastal environment, marine ecosystem or natural landscape of the Master Community.

15. SECURITY, LIFE SAFETY, EMERGENCY ACCESS, AND ACCESS CONTROL

15.1 Security Systems

The Developer or the Community & Facility Manager may establish, operate, monitor and upgrade security systems including security personnel, patrols, gatehouses, barriers, perimeter protection, CCTV systems, access control systems, visitor management systems, contractor registration systems, parking management systems, digital security platforms, incident reporting systems and any other security measures considered reasonably necessary for the protection of the Master Community.

15.2 No Warranty for Safety

Security measures are risk-mitigation tools only and do not constitute a warranty or guarantee of safety, security, or prevention of loss.

Nothing in this Declaration shall impose upon the Developer or the Community & Facility Manager an obligation to provide continuous security protection against all risks.

15.3 Access Devices

Access Devices may be issued, replaced, suspended, or cancelled in accordance with Community Rules. Charges may be imposed for issuance, replacement, administration, misuse, or loss.

The Community & Facility Manager may deactivate, restrict or replace any Access Device where reasonably necessary for security, operational, payment compliance or safety purposes.

15.4 Fire and Life Safety Compliance

Each Owner and Occupier must comply with all fire safety, civil defense, emergency response, evacuation, public health, pool safety, beach safety, and occupational safety requirements applying to the Unit or the Master Community.

Each Owner shall ensure that all fire detection, suppression and life safety equipment located within the Unit is maintained in proper working order where such responsibility rests with the Owner.

15.5 Emergency Entry

The Developer and the Master Community Manager may enter any Unit or area without prior notice where emergency action is reasonably necessary to protect life, health, safety, property, or continuity of essential services.

Where reasonably practicable, the Owner or Occupier shall be notified after the emergency entry has occurred, together with reasonable details of the circumstances requiring such entry.

15.6 Incident Reporting

Owners and Occupiers shall promptly report any accident, fire, security incident, criminal activity, hazardous condition, suspicious behavior or emergency affecting the Master Community.

15.7 Emergency Cooperation

All Owners, Occupiers, Guests, Visitors and Contractors shall cooperate with emergency responders, Civil Defense, police authorities and the Community & Facility Manager during any emergency or evacuation.

15.8 Surveillance Systems

CCTV systems and other surveillance technologies may be operated within the Master Community for security, safety, operational management and incident investigation in accordance with Applicable Law.

15.9 Evacuation Procedures

The Community & Facility Manager may establish evacuation procedures, emergency assembly points, business continuity procedures and disaster recovery protocols, and all persons within the Master Community shall comply with them.

15.10 Temporary Security Measures

The Developer or the Community & Facility Manager may temporarily restrict access, increase security screening, close facilities or implement additional security measures where reasonably required for public safety, special events, emergency situations or regulatory compliance.

15.11 Hotel and Guest Security

The Developer or the Community & Facility Manager may implement separate security, registration, access control and operational procedures for Hotel Components, Resort Facilities, Guests, Visitors, service providers and residential components where reasonably required to preserve security, privacy and the efficient operation of the integrated resort.

16. INSURANCE, RISK ALLOCATION, AND REINSTATEMENT

16.1 Community Insurance

The Developer shall procure, renew, vary and maintain such insurance policies for the benefit of the Master Community as are required by Applicable Law or reasonably necessary for the proper operation of an integrated resort community, including insurance against property damage, public liability, employer's liability, machinery breakdown, business interruption (where applicable), fidelity guarantee, environmental liability, professional liability and any other risks reasonably considered appropriate. The Community & Facility Manager shall be named as a co-insured or additional insured under the Master Insurance Policy in respect of its acts and omissions within the scope of its delegated authority under this Declaration. The premium for professional indemnity insurance maintained by the Community & Facility Manager in connection with its appointment shall be treated as a recoverable Common Expense and funded through Management fees.

16.2 Owner Insurance

Each Owner shall, on an annual basis, pay the applicable insurance premium or insurance contribution determined by the Developer and/or the Community & Facility Manager for the insurance of the Unit under the insurance

programme arranged by the Developer and/or the Community & Facility Manager with the appointed insurance provider.

The insurance programme arranged through the Developer and/or the Community & Facility Manager shall constitute the primary and standard insurance arrangement for the Units within the Master Community and shall provide the coverage required in accordance with the applicable insurance policy and the insurance requirements and standards of the Master Community.

The Owner shall pay the applicable annual insurance premium or contribution within the period specified by the Developer and/or the Community & Facility Manager. **Such insurance premium or contribution shall constitute a separate Unit-specific charge payable by the Owner and may be collected with any other amounts payable in respect of the Unit.**

An Owner may arrange alternative insurance for the Unit through another duly licensed insurance company, provided that such insurance complies with the applicable insurance requirements and standards of the Master Community. The Owner shall provide the Community & Facility Manager with satisfactory evidence of such insurance, including a valid insurance policy or certificate and evidence of payment, upon request.

Any alternative insurance shall provide coverage that is no less comprehensive than the coverage required under the insurance programme arranged for the Master Community and shall remain valid and continuously in force throughout the relevant insurance period.

The Community & Facility Manager may review any alternative insurance documentation provided by an Owner to verify compliance with the requirements of this Declaration and the applicable insurance standards of the Master Community.

For the avoidance of doubt, **insurance arranged through the Developer and/or the Community & Facility Manager shall remain the primary and standard insurance arrangement for the Units**, while an Owner may arrange alternative insurance provided that the applicable insurance requirements and standards are fully satisfied.

If an Owner fails to maintain the required insurance or fails to provide satisfactory evidence of alternative insurance when requested, the Developer and/or the Community & Facility Manager may take such reasonable steps as may be necessary to ensure that the Unit remains appropriately insured, to the extent permitted by Applicable Law.

The Owner's compliance with this Clause shall not relieve the Owner of any liability or obligation arising from the ownership, occupation, leasing, use, maintenance, alteration or improvement of the Unit.

16.3 Claims and Deductibles

The Developer or the Community Manager may control, administer, and settle claims under community policies and may allocate deductibles, excesses, uninsured losses, or premium impacts to the responsible Owner or category of property where reasonably attributable.

The Developer or the Community & Facility Manager may require any Owner involved in an insurance claim to provide all information and reasonable assistance necessary for the handling of such claim.

16.4 Casualty and Reinstatement

If damage or destruction affects any part of the Master Community, the Developer or the Community Manager may secure the area, make it safe, perform urgent works, mitigate loss, engage insurers and experts, and determine an appropriate reinstatement or alternative strategy, subject to Applicable Law and practicality.

In determining any reinstatement strategy, the Developer may consider engineering feasibility, financial viability, insurance proceeds, safety requirements, operational continuity and Applicable Law.

16.5 No Double Recovery

No person may recover more than once in respect of the same loss.

16.6 Duty to Notify

Every Owner and Occupier shall promptly notify the Community & Facility Manager of any incident, damage, accident or event that may give rise to an insurance claim.

16.7 Mitigation of Loss

All Owners and Occupiers shall take reasonable steps to minimize any loss or damage and shall cooperate with the Developer, the Community & Facility Manager, insurers and loss adjusters.

16.8 Access for Insurance Purposes

The Developer, the Community & Facility Manager, insurers and their authorized representatives may enter any Unit upon reasonable notice, except in an emergency, for the purpose of inspecting damage, assessing risk, investigating claims or carrying out reinstatement works.

16.9 Uninsured Losses

Where any loss is not covered by insurance, or where insurance proceeds are insufficient, responsibility for such loss shall be determined in accordance with this Declaration, Applicable Law and the circumstances giving rise to the loss.

16.10 No Admission of Liability

The submission, handling or settlement of any insurance claim shall not constitute an admission of liability by the Developer, the Community & Facility Manager or any other person.

16.11 Major Casualty or Catastrophic Events

In the event of substantial destruction of the Master Community or any material part thereof, the Developer may determine, subject to Applicable Law, whether the affected area should be reinstated, redeveloped, reconstructed, repurposed or otherwise dealt with, having regard to engineering feasibility, financial viability, insurance recoveries, operational requirements and the long-term interests of the Master Community.

17. FINANCIAL ADMINISTRATION, BUDGETS, MANAGEMNT FEES, AND SERVICE FEES

17.1 Financial Regime

The Master Community will operate under a comprehensive financial regime intended to ensure that the Master Community is adequately funded, properly administered, maintained to a high standard, and capable of meeting operational, reserve, compliance, insurance, and lifecycle requirements.

The financial administration of the Master Community shall be conducted in a transparent, accountable and commercially prudent manner consistent with this Declaration.

17.2 Funds

The Developer or the Community Manager may establish and administer:

- (a) an operating fund;
- (b) special purpose funds;
- (c) utility collection and pass-through accounts;
- (d) service package accounts;
- (e) building-, cluster-, precinct-, or facility-specific accounts; and
- (f) contingency, emergency, reinstatement, or project-specific funds.
- (g) sinking funds or capital replacement funds, where appropriate;

17.3 Annual Budget

Before or during each financial year, the Community Manager may prepare one or more Annual Budgets for the Master Community or any component of it, including estimates for:

- (a) routine operating costs;
- (b) staffing, security, administration, and management;
- (c) engineering and facilities management services;
- (d) cleaning, landscaping, beach maintenance, and waste management;
- (e) utilities and utility-related charges;
- (f) insurance;
- (g) authority compliance costs and permits;
- (h) repair, replacement, refurbishment, and lifecycle expenditure;
- (i) reserve contributions;
- (j) technology and access systems;
- (k) professional fees and audit costs; and
- (l) anticipated deficits, surpluses, contingencies, and reconciliation adjustments.
- (m) sustainability and environmental management costs;
- (n) digital systems, cybersecurity and smart community technologies;

- (o) contingency allowances for unforeseen operational requirements.

17.4 Management fees

Each Owner must pay Management fees allocated to that Owner's Unit. Management fees may include all Common Expenses and all recurring costs properly attributable to the management, operation, maintenance, insurance, lifecycle planning, and administration of the Master Community.

Management fees shall be payable irrespective of whether the Owner makes actual use of the Common Areas, Shared Facilities or Community Services, except where otherwise expressly provided in this Declaration.

The current Management fee for the Master Community is **AED 12 per square foot per annum from total built up area**, which has remained generally unchanged since the establishment of the Master Community. The Management fee may be reviewed by the Developer or the Community & Facility Manager, having regard to the Annual Budget, inflation, increases in operating and maintenance costs, lifecycle replacement requirements, enhancements or improvements to the Common Areas or Community Assets, the introduction of additional facilities or services, and any upgrades necessary to preserve or enhance the quality, safety, operational efficiency and long-term value of the Master Community. Any revised Management fee shall be payable by all Owners in accordance with this Declaration.

17.5 Charges for Services

In addition to Management fees, each Owner and, where applicable, each Occupier must pay Charges for Services attributable to the Unit, the use of the Unit, the Occupier, the Guest profile, service consumption, service requests, access package, facility bookings, permits, administration, utility use, or any other service or benefit made available or provided.

17.6 Invoicing and Payment

Assessments may be invoiced annually, quarterly, monthly, by installment, by booking, by event, by usage cycle, on demand, or through estimated and reconciled billing, as determined by the Developer or the Master Community Manager. All Assessments are payable in full and without deduction, set off, withholding, deferment, or counterclaim.

The Community & Facility Manager may require advance payments, instalment plans, security deposits or direct debit arrangements where reasonably necessary for efficient financial administration.

17.7 Reconciliation

Estimated charges may be reconciled periodically against actual costs, actual usage, revised allocations, tariff changes, authority changes, contractor changes, or corrected data. Any resulting shortfall is payable by the relevant Owner, and any resulting credit may be carried forward, refunded, or applied as determined by the Developer or the Master Community Manager.

17.8 Default Interest and Non-Payment Remedies

If any Assessment is not paid by the due date, the Developer or the Community Manager may:

- (a) charge default interest on any overdue amount at **the rate of one per cent (1%) per month**, calculated from the due date until the date of full payment, or the maximum rate permitted under this declaration, whichever is lower;
- (b) issue default notices and reminders;
- (c) suspend or restrict non-essential or discretionary services, amenities or privileges, discretionary services, facility access, bookings, approvals, permits, or administrative processing;
- (d) apply deposits, credits, or sums held toward the unpaid amount;
- (e) refuse transfer processing or issue of no objection certificates;
- (f) recover collection costs, legal costs, expert costs, and administrative costs; and
- (g) commence legal or regulatory enforcement proceedings.
- (h) register or enforce any line, charge or statutory remedy.

17.9 Priority of Application of Payments

Payments received shall be applied in the following order of priority: **first**, to collection and enforcement costs; **second**, to the Management Fee payable to the Community & Facility Manager; **third**, to interest; fourth, to Charges for Services; **fifth**, to special assessments and damage recovery; **sixth**, to the balance of Management fees; and **seventh**, any other outstanding amounts. For the purposes of this Clause, "Management Fee" means the fee payable to the Community & Facility Manager under the applicable Community Management Agreement and/or Facilities Management Agreement, which shall be collected and held as a non-discretionary pass-through item in priority to discretionary reserve or enhancement expenditure.

17.10 Special Assessments

The Developer or the Community & Facility Manager may impose Special Assessments where reasonably required to fund major repairs, emergency works, capital projects, uninsured losses or other extraordinary expenditure not adequately provided for in the Annual Budget.

17.11 Audit and Financial Records

The Community & Facility Manager shall maintain proper financial records relating to the Master Community and may arrange for such accounts to be reviewed or audited where required by Applicable Law or determined appropriate by the Developer.

17.12 Recovery of Costs

Any reasonable cost incurred by the Developer or the Community & Facility Manager in remedying a breach of this Declaration, undertaking default work or protecting the Master Community may be recovered from the responsible Owner as an Assessment.

17.13 No Withholding of Payments

No Owner shall withhold, delay, reduce or set off any Assessment by reason of any dispute concerning the quality of services, maintenance standards or any other matter.

18. ACCOUNTS, FINANCIAL RECORDS, AUDIT, AND FINANCIAL CONTROLS

18.1 Books and Financial Records

The Developer or the Community & Facility Manager shall maintain proper books, accounting records, financial statements, budgets, contracts, invoices and other financial records relating to the administration of the Master Community in accordance with generally accepted accounting principles, where applicable.

18.2 Audit and Review

Financial statements may be reviewed or audited where the Developer considers appropriate or where required.

The Developer may appoint independent auditors, accountants or other professional advisers to review or audit the financial affairs of the Master Community whenever considered appropriate.

18.3 Surplus and Deficit

Any surplus may be carried forward, allocated to reserves, applied against future budgets, or otherwise used for community purposes. Any deficit may be recovered by revised Management fees, Charges for Services, or special assessments.

No Owner shall acquire any proprietary right or entitlement to any surplus held for the benefit of the Master Community.

18.4 Financial Controls

The Developer or the Community & Facility Manager may establish and implement appropriate financial controls, procurement procedures, delegated authority limits, approval processes, payment authorisation procedures, contract administration protocols, financial reporting systems, internal control measures and reserve planning mechanisms appropriate to the scale, complexity and operational requirements of the Master Community.

The Community & Facility Manager shall be responsible for the day-to-day financial administration of the Master Community in accordance with this Declaration, the approved Annual Budget and any authority delegated by the Developer.

18.5 Banking Arrangements

The Developer and the Community & Facility Manager shall open, maintain and operate one or more bank accounts for the administration of the Master Community. The Community & Facility Manager shall be a signatory (whether solely or jointly, in accordance with a signing mandate agreed between the Developer and the Community & Facility Manager) on the operating fund bank account for the purpose of making payments within the approved Annual Budget, including payment of its own Management Fee, without requiring case-by-case Developer approval for payments within that approved Annual Budget.

18.6 Retention of Records

Financial records and supporting documentation shall be retained for such period as may be required by the developer, considers appropriate.

18.7 Correction of Errors

Any accounting error, omission, misallocation or computational mistake may be corrected by the Developer or the Community & Facility Manager at any time, and the relevant accounts, Management fees or Assessments may be adjusted accordingly.

19. COMMUNITY RULES AND RESORT OPERATING STANDARDS

19.1 Rule-Making Authority

The Developer or the Community Manager may issue, adopt, amend, revoke, and replace Community Rules concerning any matter affecting the management, operation, use, conduct, safety, presentation, or legal compliance of the Master Community, provided that such Community Rules are consistent with this Declaration.

19.2 Resort Operating Standards

Community Rules may include standards for:

- (a) resident, guest, and visitor behavior;
- (b) noise and nuisance control;
- (c) dress code and conduct in resort facilities;
- (d) beach, pool, gym, spa, promenade, and event-space use;
- (e) bookings, guest limits, and access conditions;
- (f) parking, circulation, valet, transport, and deliveries;
- (g) housekeeping, waste, recycling, and environmental conduct;
- (h) contractor access and working hours;
- (i) signage, branding, and visual presentation;
- (j) smoking, vaping, alcohol, and restricted substances;
- (k) pets, if permitted;
- (l) household staff and service providers; and
- (m) health, safety, fire, and emergency procedures.
- (n) use of drones, photography, filming and commercial activities;
- (o) sustainability and environmental protection measures;
- (p) use of recreational and water sports facilities;
- (q) security screening and access control procedures;
- (r) use of common recreational equipment and shared amenities.

19.3 Community Compliance

Every Owner, Resident, Occupier, Guest and Contractor shall comply with this Declaration, the Community Rules, the Community Guidelines and any operational procedures, policies or directions issued by the Developer or the Community & Facility Manager from time to time.

Each Owner shall be responsible for ensuring compliance by all Occupiers, tenants, Residents, Guests, invitees, employees, household staff, agents and contractors associated with the Owner's Unit. Any act or omission by such persons that constitutes a breach of this Declaration, the Community Rules, the Community Guidelines or any applicable operational procedures shall be deemed to be a breach by the relevant Owner, without prejudice to any direct liability of the person committing the breach or as otherwise required by Applicable Law.

19.4 Enforcement Measures

The Developer or the Community & Facility Manager may take such reasonable measures as it considers appropriate to enforce this Declaration, the Community Rules, the Community Guidelines and any operational procedures, including one or more of the following:

- a. issuing educational, advisory or warning notices;
- b. issuing compliance, rectification or improvement notices requiring the breach to be remedied within a specified period;
- c. imposing administrative charges, monetary fines or other penalties authorized under this Declaration, the Schedule of Violations or Applicable Law;
- d. recovering all costs, expenses, losses and damages incurred in remedying or enforcing the breach;
- e. carrying out remedial or reinstatement works and recovering the associated costs from the responsible Owner;
- f. suspending or restricting access to non-essential facilities, services, amenities, approvals or community privileges, to the extent permitted by this Declaration;
- g. removing unauthorized items, vehicles, equipment or materials from the Master Community where authorized under this Declaration;
- h. commencing legal, regulatory or other enforcement proceedings; and
- i. taking any other enforcement action authorized under this Declaration.

Any administrative charges, monetary fines or other penalties imposed pursuant to this Clause shall be reasonable and proportionate to the nature, seriousness and frequency of the breach and shall be intended to promote compliance, protect Community Assets, preserve the quality, safety and reputation of the Master Community and safeguard the peaceful enjoyment of Owners, Residents and lawful Occupiers.

19.5 Publication of Community Rules

Community Rules and any amendments thereto may be communicated to Owners and Occupiers by circular, electronic communication, publication on the community portal or website, display within the Master Community or by any other reasonable means and shall take effect on the date specified in the relevant notice.

19.6 Compliance with Resort Standards

All Owners, Occupiers, Guests, Visitors and other users of the Master Community shall conduct themselves in a manner that preserves the reputation, appearance, safety, hospitality standards and peaceful enjoyment of the Master Community and shall refrain from any act or omission that may adversely affect the operation or reputation of the integrated resort.

20. USE RESTRICTIONS AND CONDUCT STANDARDS

20.1 General Restriction

No person may use any Unit or part of the Master Community in a manner that:

- (a) causes nuisance, annoyance, hazard, embarrassment, or unreasonable disturbance;
- (b) damages property or interferes with Building Systems;
- (c) breaches Applicable Law or insurance requirements;
- (d) disrupts resort operations or guest experience; or
- (e) adversely affects the character, appearance, safety, or reputation of the Master Community.
- (f) interferes with the peaceful use and enjoyment of other Units or the Common Areas;
- (g) adversely affects the operation, maintenance or management of the Master Community.

20.2 Specific Restrictions

Without limitation, prohibited conduct may include:

- (a) excessive noise, smoke, odor, glare, or vibration;
- (b) unauthorized business or commercial activity from residential Units;
- (c) improper storage of hazardous materials;
- (d) obstruction of roads, corridors, emergency routes, or service routes;
- (e) unauthorized signage or advertisement;
- (f) improper waste disposal or pollution;
- (g) misuse of Resort Facilities;
- (h) feeding wildlife or keeping prohibited animals;
- (i) unsafe use of beach, pools, or marine areas; and
- (j) unlawful, offensive, or immoral activity.
- (k) unauthorized short-term activities or events that interfere with the quiet enjoyment of the Master Community;
- (l) the discharge of wastewater, chemicals, oils or other harmful substances into the drainage or utility systems;
- (m) unauthorized use of drones, aerial devices or similar equipment;
- (n) any activity that creates excessive light pollution or visual disturbance;

- (o) interference with security, surveillance or access control systems;
- (p) damage to landscaping, trees, beaches, waterfront areas or Community Assets.

20.3 Compliance with Permitted Use

Each Unit shall be used only for its Permitted Use and in accordance with this Declaration, the Community Rules and any planning, licensing or regulatory requirements applicable to the Unit.

20.4 Responsibility for Damage

Any Owner or Occupier responsible for damage to the Common Areas, Community Assets or Shared Facilities shall promptly reimburse the reasonable cost of repair, replacement or reinstatement, which may be recovered as an Assessment under this Declaration.

20.5 Remedies for Breach

Where any Owner, Occupier, Guest, Visitor, contractor or other person breaches this Article, the Developer or the Community & Facility Manager may issue directions requiring the breach to cease or be remedied within a specified period and may take such further action as is permitted under this Declaration or Applicable Law, including carrying out remedial works and recovering the reasonable costs from the responsible Owner where appropriate.

20.6 Preservation of Resort Character

All Owners, Occupiers, Guests and other users of the Master Community shall conduct themselves in a manner that preserves the resort atmosphere, privacy, tranquility, aesthetic appearance and reputation of the Master Community. No activity shall be undertaken that materially detracts from the hospitality standards or the enjoyment of the Master Community by residents, guests or visitors.

21. LEASING, LETTING, HOLIDAY HOMES, AND HOSPITALITY USE

21.1 Leasing Conditions

An Owner may lease or license a Unit only in accordance with this Declaration, and Community Rules. Any lease or license must require the tenant or licensee to comply with this Declaration and the applicable Community Rules. The Owner shall remain responsible for all obligations relating to the Unit under this Declaration notwithstanding any lease, license or other occupancy arrangement.

21.2 Rental and Letting Schemes

Owners wishing to lease their Villas on an annual or otherwise permitted long-term basis must register the proposed tenancy with Skybridges and complete the required rental registration procedure before advertising, executing the tenancy or allowing the tenant to occupy the Villa.

21.3 Prohibition of Short-Term Letting and Hospitality Use

No Owner shall use, lease, license, market or make available any Unit for short-term letting, holiday home use, serviced accommodation, transient occupancy, daily, weekly or other short duration stays, whether directly or through any online platform, agent, operator or other third party.

Participation in any rental pool, holiday home programme, serviced accommodation scheme or other hospitality or transient accommodation arrangement is strictly prohibited unless expressly approved in writing by the Developer.

The Developer may establish and update policies and procedures governing the approved hotel rental programme operated through the Hotel Operator and may suspend or withdraw an Owner's participation in such programme where necessary to preserve the operational integrity, security, hospitality standards, brand positioning and reputation of the Master Community.

Any Owner who breaches this Clause by using, leasing, licensing, marketing or making the Unit available for unauthorized short-term letting or other prohibited short-duration accommodation may be subject to an administrative charge and/or contractual penalty of AED 50,000 (United Arab Emirates Dirhams Fifty Thousand) for each confirmed breach, subject to this Declaration and the applicable enforcement procedures of the Master Community.

The imposition of any administrative charge or contractual penalty shall be without prejudice to any other rights or remedies that may be available to the Developer and/or the Community & Facility Manager under this Declaration or the Community Rules and Regulations.

Where the Developer or the Community & Facility Manager has reasonable grounds to believe that a Unit may be being used for unauthorized short-term letting, the Owner may be requested to provide reasonable information or clarification in relation to the use or occupancy of the Unit. Failure to provide such information or clarification within a reasonable period may result in appropriate administrative measures, including, where reasonably necessary, the temporary suspension of access credentials, administrative services or approvals.

21.4 Registration and Documentation

The Community & Facility Manager may require copies or details of any lease, licence or occupancy arrangement, together with such information as may reasonably be required for security, operational, compliance, billing or emergency management purposes.

No registration or approval relating to holiday home operations, short-term letting or transient accommodation shall be accepted unless expressly authorized by the Developer in writing and permitted under this Declaration.

21.5 Rental and Letting Schemes

The Developer may establish or approve rental pool or hospitality schemes and may issue scheme rules governing furnishing standards, service levels, revenue allocation, housekeeping standards, maintenance standards, operator rights, guest procedures, and related Charges for Services.

Participation in any rental pool or hospitality programmes shall be subject to the terms and conditions prescribed by the Developer or the approved operator.

Nothing in this Clause shall entitle any Owner to participate in a rental pool, holiday home scheme or short-term letting programmes unless such scheme is formally established and expressly approved by the Developer in writing.

21.6 Short-Term Rental Restrictions and Approved Hotel Rental Programmes

Owners shall not independently operate, advertise, market, let or otherwise make their Units available for **short-term rental, holiday home accommodation or similar short-term accommodation purposes**, whether directly or through any third party, platform, agent or operator.

For the avoidance of doubt, **Owners shall not independently apply for, obtain or maintain any tourism, holiday home or similar accommodation licence for the purpose of operating their Units as short-term rentals or holiday homes.**

Owners may, however, participate in the rental programmes established and operated by the Hotel Operator for the Units, subject to the terms and conditions of such programmes and the applicable operational, regulatory and brand standards of the Master Community.

Any rental of a Unit under the approved Hotel Rental Programmes should be administered and operated by the Hotel Operator, and the Owner shall not independently market, advertise, let or make the Unit available for short-term accommodation outside such programmes.

21.7 Guest Responsibility

Owners shall be responsible for ensuring that all Guests, occupants and visitors comply with this Declaration, the Community Rules and all applicable operational procedures while within the Master Community.

21.8 Approved Operators

The Developer may require hospitality operations, pool rental programmes or other managed accommodation schemes to be operated only by operators approved by the Developer or the Community & Facility Manager.

21.9 No Interference with Resort Operations

No leasing, licensing, holiday home operation or hospitality activity shall interfere with the operation, security, reputation, brand standards or hospitality character of the Master Community.

21.10 Right to Refuse Non-Compliant Occupancy

Where any lease, license, holiday home operation or occupancy arrangement fails to comply with this Declaration, the Community Rules or, the Developer or the Community & Facility Manager may require the relevant Owner to rectify the non-compliance within a specified period and may suspend access privileges, refuse operational services or take such other reasonable measures as are necessary to protect the proper operation of the Master Community.

22. TRANSFERS, REGISTRATIONS, NO OBJECTION CERTIFICATES, AND DEALINGS WITH UNITS

22.1 Transfer Conditions

As a condition for any transfer-related clearance, confirmation, or no objection certificate, the Developer or the Community Manager may require:

- (a) payment of all outstanding Assessments, Management fees, Charges for Services and any other sums due;
- (b) settlement of any outstanding damage claims, penalties, administrative charges or other amounts payable under this Declaration;
- (c) remediation of any outstanding breach or a satisfactory undertaking for its remediation;
- (d) payment of all applicable transfer fees, processing fees and administrative charges;
- (e) provision of the purchaser's or transferee's details and supporting documentation;
- (f) completion of all registration, induction and access formalities;
- (g) submission of such documents and information as the Developer or the Community & Facility Manager may reasonably require; and
- (h) compliance with all applicable transfer procedures.

22.2 Transfer Fee

As a condition for the issuance of a No Objection Certificate (NOC) and the completion of any transfer of a Unit, the transfer fee specified in the applicable Sale and Management Agreement shall be paid in full to the Developer. The transfer fee is currently **three per cent (3%)** of the sale price of the Unit. **The No Objection Certificate shall only be issued upon full payment of the applicable transfer fee.**

22.3 Right of First Refusal

Where the Sale and Management Agreement or any other binding agreement grants the Developer a Right of First Refusal or any similar pre-emptive right, no Owner shall transfer a Unit unless such right has been complied with in accordance with the relevant agreement, including the time periods and procedures specified in the relevant agreement.

22.4 Resale Procedure

The Developer may establish and amend from time-to-time procedures governing the sale, transfer or other disposition of a Unit. Every Owner intending to transfer a Unit shall comply with such procedures, including the submission of documents, payment of applicable fees, attendance at transfer appointments and completion of any administrative requirements reasonably prescribed by the Developer or the Community & Facility Manager.

22.5 No Subdivision or Combination Without Approval

No Unit may be subdivided, combined, or materially reconfigured without all approvals required under Applicable Law, title requirements, and Community Rules.

22.6 No Objection Certificates

The Developer or the Community & Facility Manager may issue a No Objection Certificate (NOC) where the applicable requirements of this Declaration have been satisfied.

Without limitation, the Developer or the Community & Facility Manager may decline to issue an NOC until:

- (a) settlement of all outstanding Management fees, Charges for Services, transfer fees and any other amounts due;
- (b) compliance with this Declaration and any applicable Sale and Management Agreement;
- (c) rectification of any outstanding breaches;
- (d) submission of all documents and information reasonably required by the Developer or the Community & Facility Manager; and
- (e) completion of any registration, transfer or administrative procedures.

22.7 Effect of No Objection Certificate

The issuance of a No Objection Certificate shall not constitute a representation or warranty by the Developer or the Community & Facility Manager regarding the condition of the Unit, the validity of the transaction or the parties thereto, and shall not prejudice any rights of the Developer under this Declaration, the Sale and Management Agreement or Applicable Law or create any liability on the part of the Developer or the Community & Facility Manager.

22.8 Continued Liability Until Completion

The outgoing Owner remains liable for all obligations relating to the Unit until the transfer is completed in accordance with Applicable Law and all required community procedures have been met.

Following completion of the transfer, the incoming Owner shall be bound by this Declaration, the Community Rules and all obligations relating to the Unit from the date of registration or such other date as may be prescribed under Applicable Law.

22.9 Obligations of the Incoming Owner

Upon completion of the transfer, the incoming Owner shall be bound by this Declaration, the Community Rules and all obligations relating to the Unit from the date of registration.

The incoming Owner shall promptly provide the Developer or the Community & Facility Manager with a copy of the updated Title Deed together with other documents and information as may reasonably be required to update the ownership register, community records, billing records and access records.

22.10 No Release of Existing Liabilities

The transfer of a Unit shall not extinguish or prejudice any liability arising before the date of transfer, and any liability accrued prior to completion of the transfer shall remain recoverable from the person responsible for such liability under this Declaration.

22.11 Administrative Charges

The Developer or the Community & Facility Manager may charge reasonable administrative fees for processing transfers, registrations, updates to community records, issuance of No Objection Certificates, replacement of access credentials and other administrative services, as published or notified from time to time.

22.12 Updating Community Records

The Community & Facility Manager may update the community records, access credentials, billing records and all operational databases following completion of any transfer, and the new Owner shall promptly provide all information reasonably requested for such purpose.

23. BREACH, ENFORCEMENT, SUSPENSION, SELF-HELP, AND REMEDIES

23.1 Enforcement Rights

The Developer and the Community & Facility Manager may enforce this Declaration and the Community Rules through any lawful means, including issuing directions, warnings and breach notices, imposing administrative charges or contractual penalties where authorized under this Declaration, suspension of services or privileges, contractor restrictions, towing, immobilization or removal of vehicles where permitted, removal of offending items, recovery of costs, exercising rights of self-help, seeking injunctive relief, debt recovery and commencing legal proceedings.

The Developer may establish, adopt, amend and publish from time to time a Schedule of Administrative Charges and Contractual Penalties applicable to breaches of this Declaration, the Community Rules and any operational policies, manuals or procedures issued under them.

Any administrative charge or contractual penalty imposed under such Schedule shall constitute an Assessment recoverable from the relevant Owner in accordance with this Declaration.

23.2 Breach Notices

Except in emergencies or repeated breaches, a breach notice may state the nature of the breach, the action required, and the period allowed for remedy.

Failure to issue a breach notice shall not prevent the Developer or the Community & Facility Manager from exercising any right or remedy available under this Declaration where immediate action is reasonably required or where repeated breaches have occurred.

23.3 Self-Help

If a breach is not remedied within the specified period, or if immediate action is reasonably necessary, the Developer or the Community Manager may enter the relevant area, remove the breach, perform necessary work, and recover the cost as an Assessment.

Any costs reasonably incurred, together with applicable administrative expenses, shall constitute an Assessment recoverable from the relevant Owner.

23.4 Suspension Rights

Without prejudice to any other remedy, the Developer or the Community Manager may suspend non-essential services, resort access rights, discretionary benefits, permit processing, or approvals in respect of any Unit that is in material breach or payment default, to the extent permitted by Applicable Law.

Suspension shall not relieve the relevant Owner of the obligation to pay any outstanding Assessment, Management fees, Charge for Services or other amount payable under this Declaration.

23.5 Cumulative Remedies

All rights and remedies under this Declaration are cumulative and do not exclude any right or remedy available at law.

23.6 Emergency Action

Nothing in this Declaration requires the Developer or the Community & Facility Manager to give prior notice where immediate action is reasonably necessary to protect life, health, safety, property, utility services or the proper operation of the Master Community.

23.7 Recovery of Enforcement Costs

The Developer or the Community & Facility Manager may recover from the relevant Owner all reasonable costs, expenses, professional fees, legal fees, contractor costs and administrative expenses incurred in investigating, remedying or enforcing any breach of this Declaration.

23.8 No Waiver

Any delay or failure by the Developer or the Community & Facility Manager to exercise any right or remedy under this Declaration shall not constitute a waiver of that right or remedy, nor shall any partial exercise prevent any further exercise of that or any other right or remedy.

24. DISPUTE MANAGEMENT AND AUTHORITY INTERFACE

24.1 Internal Escalation

Any dispute, claim or complaint arising out of or in connection with this Declaration should, in the first instance, be submitted in writing to the Community & Facility Manager. If the matter is not resolved within **thirty (30) days**, it may be escalated to the Developer or its nominated representative for further consideration.

24.2 Good Faith Resolution

The parties shall use reasonable endeavors and act in good faith to resolve any dispute through consultation, discussion and the exchange of relevant information before commencing legal proceedings. Where appropriate, technical, engineering or valuation matters may be referred to an independent expert appointed by the Developer or, where required, by agreement between the parties.

24.3 Authority Rights Preserved

Nothing in this Declaration prevents any party from referring any matter to a Competent Authority where required by Law or from seeking urgent interim, injunctive or protective relief from any court or tribunal of competent jurisdiction.

24.4 Governing Law and Jurisdiction

This Declaration shall be governed by and construed in accordance with the laws of the Emirate of Ras Al Khaimah and the applicable federal laws of the United Arab Emirates. The courts of the Emirate of Ras Al Khaimah shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Declaration.

25. DATA, RECORDS, NOTICES, AND COMMUNICATIONS

25.1 Information Collection and Use

The Developer and the Community & Facility Manager may collect, maintain and process information relating to the administration, operation, management and security of the Master Community in accordance with this Declaration.

25.2 Monitoring

Common Areas and controlled spaces may be monitored by CCTV and other lawful systems for security, safety, operational management, and evidence collection.

Recording and monitoring data may be retained, accessed and used by the Developer or the Community & Facility Manager for security, operational, evidential, insurance, legal or regulatory purposes, subject to Applicable Law.

25.3 Notices and Communications

Any notice, invoice, demand, approval, warning, communication, or publication under this Declaration may be issued by hand, courier, post, email, SMS-linked portal notification, digital platform, resident portal, or any other legally effective method designated by the Developer or the Master Community Manager.

The Developer or the Community & Facility Manager may also publish notices on noticeboards within the Master Community or by any other communication platform adopted for community administration.

25.4 Deemed Receipt

Communications shall be deemed to have been received.

- (a) if delivered by hand, on the date of delivery;
- (b) if sent by courier or registered post, on the date of recorded delivery;
- (c) if sent by email or other electronic means, on the date of transmission unless an error notification is received; and
- (d) if published through the resident portal, digital platform or other electronic communication system adopted by the Developer or the Community & Facility Manager, on the date of publication.

25.5 Owner Contact Details

Each Owner must keep its service details, address details, email details, and emergency contact details up to date in the records of the Master Community Manager.

The Developer and the Community & Facility Manager shall be entitled to rely upon the latest contact details recorded in their records and shall not be responsible for any delay or failure in communication resulting from the Owner's failure to keep such details current.

25.6 Electronic Records

Electronic records, digital approvals, electronic communications and digitally stored information maintained by the Developer or the Community & Facility Manager shall, to the extent permitted by Applicable Law, constitute valid records for all purposes relating to the administration and operation of the Master Community.

25.7 Privacy

Nothing in this Declaration shall require the Developer or the Community & Facility Manager to disclose confidential information relating to another Owner, Occupier, Guest, contractor or third party except where required by Applicable Law or where reasonably necessary for the administration, management or operation of the Master Community.

25.8 Community Records, Databases and Data Management

All community records, databases and information relating to Owners, Occupiers, tenants, Guests, contractors, service providers, access credentials, vehicles, payments, service requests, incidents, compliance history and the operation of the Master Community, whether collected, created or maintained by the Developer or the Community & Facility Manager, shall form part of the administrative records of the Master Community and may be collected, maintained, stored, processed, analyzed, used, licensed, transferred and disclosed by the Developer or the Community & Facility Manager for the purposes of administering, operating, managing, maintaining, securing, marketing, improving and developing the Master Community, enforcing this Declaration, complying with Applicable Law, or for any other legitimate purpose connected with the Master Community.

The Developer and the Community & Facility Manager may share such information with their affiliates, professional advisers, insurers, contractors, operators, utility providers, service providers, Competent Authorities and any other person where reasonably necessary for the purposes set out in this Declaration or as required by Applicable Law.

The databases, community records, compilations, management systems, administrative records and all related intellectual property created, compiled or maintained by the Developer or the Community & Facility Manager shall remain the exclusive property of the Developer or the Community & Facility Manager, as applicable, without prejudice to the rights of data subjects under Applicable Law.

Each Owner, Occupier, tenant and Guest is deemed to acknowledge and consent to the collection, processing, storage, use and disclosure of information in accordance with this Declaration.

26. AMENDMENT, EXPANSION, SUPPLEMENTARY DECLARATIONS, AND PHASING

26.1 Amendment Rights

The Developer may amend this Declaration where reasonably required to:

- (a) correct errors, ambiguities, or inconsistencies;
- (b) reflect phasing, expansion, revised plans, revised service regimes, revised utility arrangements, or revised cost allocations;
- (c) preserve life safety, structural integrity, operations, or resort standards;
- (d) implement supplementary community structures or declarations; or
- (e) support the proper administration, management, operation, maintenance, security or financial sustainability of the Master Community;
- (f) protect or enhance the value, reputation, functionality or integrated resort character of the Master Community; and
- (g) make any other amendment which the developer reasonably considers necessary or desirable for the efficient operation or future development of the Master Community.

26.2 Supplementary Instruments

The Developer may issue building declarations, precinct declarations, supplementary declarations, fit-out manuals, access protocols, utility schedules, facility schedules, and similar instruments to regulate specific parts or aspects of the Master Community.

Any supplementary declaration, schedule, manual, policy, protocol or similar instrument issued by the Developer pursuant to this Declaration shall, upon publication or notification, form part of this Declaration and be binding on all Owners and Occupiers to the extent applicable.

26.3 Expansion and Additional Land

The Developer may from time to time incorporate additional land, buildings, facilities, infrastructure or other property into the Master Community and subject such property to this Declaration or any supplementary declaration.

26.4 No Compensation

No Owner shall be entitled to compensation or to object solely by reason of any amendment, supplementary declaration or expansion carried out in accordance with this Declaration.

27. GENERAL LEGAL PROVISIONS

27.1 Limitation of Liability

To the maximum extent permitted by Applicable Law, neither the Developer nor the Community & Facility Manager shall be liable for any indirect, consequential, incidental, punitive, special or exemplary loss, or for any loss of profit,

revenue, business, opportunity, goodwill or anticipated savings, except to the extent arising from its fraud, willful misconduct or gross negligence, or where such exclusion is prohibited by Applicable Law.

The Developer shall not be liable for any act, omission, decision or operational function carried out by the Community & Facility Manager within the scope of its delegated authority under this Declaration or the applicable Management Agreement.

27.2 Indemnity

Each Owner indemnifies the Developer, its affiliates, the Master Community Manager, and their respective officers, employees, agents, and contractors against losses arising from breach of this Declaration or from the acts or omissions of that Owner, its Occupiers, Guests, contractors, or invitees, except to the extent caused by the fraud, willful misconduct, or gross negligence of the indemnified person, including all reasonable legal costs, expert fees and expenses incurred in connection with such losses. This indemnity shall also apply to any claim arising from the acts or omissions of a tenant, occupier, guest, contractor or invitee of the Owner.

27.3 Reliance on the Community & Facility Manager

The Developer shall be entitled to rely upon the Community & Facility Manager in the performance of all operational and administrative functions delegated to it under this Declaration and the applicable Management Agreement. Any act or decision taken by the Community & Facility Manager in good faith and within the scope of its delegated authority and subject to the applicable Management Agreement shall be deemed to have been taken on behalf of the Developer.

27.4 Reliance on Professional Advice

The Developer and the Community & Facility Manager may rely upon the advice, reports or recommendations of engineers, consultants, auditors, legal advisers or other professional advisers appointed in relation to the Master Community and shall not incur liability for acting in good faith upon such advice.

27.5 Force Majeure

The Developer and the Community Manager are not responsible for delay, interruption, reduced service levels, or failure to perform obligations to the extent caused by an event beyond reasonable control, including natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil disturbance, governmental action, utility failure, labor disputes, shortages of materials or services, or failure of third-party suppliers.

27.6 Exclusive Operational Authority

Except in relation to the Developer's Reserved Rights or matters expressly retained by the Developer under this Declaration, the Community & Facility Manager the exclusive authority to manage the day-to-day operation of the Master Community within the scope of its delegated authority, and the Developer shall not be responsible for such operational decisions or actions.

27.7 Good Faith Protection

No action, decision, approval, refusal, direction, determination or exercise of discretion made by the Community & Facility Manager in good faith and within the scope of its delegated authority shall give rise to any claim against the Developer.

27.8 No Waiver

No failure, delay or partial exercise of any right or remedy shall constitute a waiver of that or any other right or remedy.

27.9 Entire Community Governance Framework

This Declaration, together with all supplementary declarations, Community Rules, schedules, manuals, policies and other documents validly issued pursuant to it, constitutes the complete governance framework for the Master Community.

27.10 Successors and Assigns

This Declaration is binding upon and ensures to the benefit of the Developer, the Community & Facility Manager, all Owners, Occupiers and their respective successors, assigns and permitted transferees.

27.11 No Personal Claims

No director, officer, employee or authorized representative of the Developer or the Community & Facility Manager shall incur any personal liability for any act or omission performed in good faith in the exercise of their duties under this Declaration, except in cases of fraud, willful misconduct or gross negligence

27.12 Survival

Any provision of this Declaration which by its nature is intended to survive termination, transfer or completion shall continue in full force and effect notwithstanding such termination, transfer or completion.

28. EXECUTION

The Developer hereby executes, adopts and declares this **Master Community Declaration** as the governing instrument for **The Cove Rotana Resort**, to regulate the ownership, management, operation, maintenance and administration of the Master Community, and declares that this Declaration shall be binding upon the Developer, all present and future Owners, Occupiers, Mortgagees and all other persons to whom this Declaration applies.

Declared by: RAK Tourism Investment FZ-LLC

acting by its duly authorized representative.

By: **HAROON AHMAD**

Title: **MANAGING DIRECTOR**

Signature:

Date: **12th August 2026**

SCHEDULE 1 – DESCRIPTION OF THE MASTER COMMUNITY

1. Name of the Master Community

The Master Community is known as **The Cove Rotana Resort**, Ras Al Khaimah, or by such other name as may be adopted by the Developer from time to time.

2. Location

The Master Community is situated within the Emirate of Ras Al Khaimah, United Arab Emirates, on the land and plots designated by the Developer and the Competent Authorities.

3. Nature of the Development

The Master Community is an integrated mixed-use resort development comprising residential, hospitality, leisure, recreational, commercial and supporting infrastructure components designed and operated as a unified destination.

4. Community Components

The Master Community may include, without limitation:

- Residential villas and residential units;
- Hotel buildings and serviced accommodation;
- Beaches, swimming pools and recreational facilities;
- Restaurants, cafés and retail outlets;
- Roads, parking areas and access routes;
- Landscaped areas, gardens and open spaces;
- Utilities, infrastructure and engineering systems;
- Community Facilities;
- Security, operational and management facilities;
- Any other buildings, structures, facilities or improvements forming part of the Master Community.

5. Community Boundaries

The Master Community comprises all land, buildings, structures, infrastructure, Common Areas, Community Facilities, utility systems and other assets forming part of The Cove Rotana Resort, as determined by the approved master plan maintained by the Developer and as may be amended from time to time.

6. Future Development

The Developer reserves the right, to develop, expand, modify, reconfigure, subdivide, consolidate or otherwise alter the Master Community, its components, land use, facilities or infrastructure, provided that the overall operation of the Master Community is maintained in accordance with this Declaration.

7. Master Plan

The approved Master Plan, as amended from time to time, shall form the primary reference for identifying the extent of the Master Community, Common Areas and Community Facilities.

SCHEDULE 2 – INITIAL PARTIES, ROLES, AND COMMUNITY STRUCTURE

Developer. RAK Tourism Investment FZ-LLC

Initial Community & Facility Manager. Skybridges Management of Facilities LLC OPC

Location. The Cove Rotana Resort, Ras Al Khaimah, United Arab Emirates

Project Nature. Integrated resort and mixed-use hospitality and residential community

1. Master Community

Name. The Cove Rotana Resort

2. Developer

The Developer identified in this Declaration or any successor or permitted assignee.

3. Community & Facility Manager

The person or entity appointed by the Developer from time to time to manage, operate and administer the Master Community.

4. Hotel Operator

The hotel operator appointed to operate the hospitality components of the Resort from time to time.

5. Competent Authorities

The government authorities having jurisdiction over the Master Community, including the authorities responsible for planning, municipalities, civil defence, utilities, tourism, environment, public health and any other Competent Authority having jurisdiction.

6. Nature of Community

A privately owned integrated master-planned resort community comprising residential, hospitality, leisure, recreational, commercial and supporting infrastructure, managed and operated under a unified governance and community management framework in accordance with this Declaration.

7. Community Management Structure

The Master Community shall be managed through:

- the Developer;
- the Community & Facility Manager;
- the Hotel Operator (where applicable);
- appointed contractors, consultants and service providers; and
- such other persons as may be appointed by the Developer from time to time.

8. Utilities and Community Services

Utilities, infrastructure and community services may be supplied, operated or managed by the Developer, the Community & Facility Manager, public utility providers or other authorised service providers, as determined from time to time.

9. Amendments

The information contained in this Schedule is administrative in nature and may be updated by the Developer where necessary to reflect changes in management, service providers, operational arrangements or other administrative matters, provided that such updates do not materially affect the rights or obligations of Owners under this Declaration.

SCHEDULE 3 – COST ALLOCATION, MANAGEMENT FEES, AND SERVICE FEE PRINCIPLES

Management fees and Charges for Services may be allocated and levied based on one or more of the following:

1. unit area or adjusted area;
2. benefit or service availability;
3. use type or operational category;
4. utility consumption or engineering estimate;
5. room count, key count, parking count, or occupancy factor;
6. facility-specific, cluster-specific, or precinct-specific allocation;
7. package or membership entitlement;
8. actual user charges or booking-based usage;
9. damage causation or responsibility allocation; and
10. any other fair and commercially reasonable method.

The Developer may review and amend the allocation methodology from time to time where reasonably required to reflect operational requirements, changes to the Master Community, additional facilities or services, changes in usage patterns, lifecycle requirements or any other matter affecting the fair allocation of costs.

SCHEDULE 4 – COMMUNITY RULES AND RESORT REGULATIONS FRAMEWORK

The Developer may issue, amend, replace, suspend, or cancel the Community Rules and Resort Regulations from time to time, and such rules and regulations may vary depending on the nature of the areas, facilities, and uses within the master community. The Community Rules and Resort Regulations issued pursuant to this Declaration form an integral part of this Declaration and are binding upon all owners, occupants, tenants, guests, users, contractors, service providers, and any other persons entering the master community or using any of its facilities, to the extent applicable to them.

The Community Rules and Resort Regulations may address, without limitation, the following:

1. Access control and registration of residents and guests;

2. Rules for the use of the beach, swimming pools, gym, spa, and promenade;
3. Regulations for transportation, electric carts, valet services, parking, loading, and drop-off areas;
4. Noise, disturbance, misconduct, and behaviour contrary to regulations or public morals;
5. Pets and animal management, where permitted;
6. Smoking restrictions, alcoholic beverages, and controlled substances, in accordance with applicable laws and regulations;
7. Contractor access procedures and requirements for construction, finishing, and maintenance works;
8. Waste management, housekeeping, recycling, and sustainability practices;
9. Regulations governing signage, advertisements, façades, and external appearance;
10. Use and organization of events and private functions;
11. Safety, protection of life, civil defence requirements, emergency procedures, and evacuation; and
12. Management fees, access fees, and any other permitted charges, as well as notification, violation, and enforcement procedures.

The Developer, or the Community and Facilities Manager to the extent delegated, may take the necessary measures to implement and enforce the Community Rules and Resort Regulations, including issuing notices and warnings, imposing operational restrictions, suspending certain uses or access, or taking any other action permitted under this Declaration or applicable laws and regulations, in proportion to the nature of the violation and without prejudice to any other rights or remedies available to the Developer or the Community and Facilities Manager.

SCHEDULE 5 – ARCHITECTURAL AND FIT-OUT APPROVAL PRINCIPLES

Architectural approvals or construction, modification, addition, renovation, or refurbishment works may require, depending on the nature of the works, their location, and their impact on the master community, the submission of design plans, construction drawings, technical details, material and finishing specifications, service and systems layouts, proposed work statements, timelines, and the qualifications of contractors and consultants, in addition to no-objection certificates, permits, and approvals issued by the competent authorities, and any other documents or information requested by the Developer or the Community and Facilities Manager from time to time. The Developer or the Community and Facilities Manager, each within the limits of its authority, may establish, adopt, amend, update, and enforce design, finishing, modification, renovation, maintenance, and construction rules, guidelines, and requirements within the master community, including requirements relating to architectural design, external appearance, colors, materials, finishes, windows, doors, façades, landscaping, systems, facilities, methods of execution, protection of common areas and facilities, community safety, working hours, entry and exit of workers and equipment, material storage, and disposal of construction waste. All owners, occupants, tenants, contractors, consultants, and any other persons carrying out works within the community must comply with these requirements from time to time.

No works requiring approval under this document may commence before obtaining the required approvals from the Developer, the Community and Facilities Manager, and the competent authorities, as applicable. No material change may be made to the works, plans, materials, or approved designs without obtaining the required prior approval. The Developer or the Community and Facilities Manager may require that works be carried out by qualified or approved contractors or consultants, and may require the submission of insurance documents, guarantees, deposits, security amounts, or review, supervision, or inspection fees as may be required depending on the nature of the works. They may also determine working hours and days, regulate the entry of workers, contractors, vehicles, and equipment, and take any reasonable measures to limit noise, disturbance, risks, or impacts on the operation of the master community, resort facilities, common areas, facilities, or the comfort of owners and occupants.

The Developer or the Community and Facilities Manager, or any person authorized by either of them, may conduct inspections or reviews before, during, and after the works to verify compliance with the applicable plans, approvals, and requirements. Any inspection, review, or approval shall not exempt the owner, contractor, or consultant from their responsibility for the safety, quality, or compliance of the works with the plans, permits, approvals, laws, regulations, and applicable technical standards. The owner shall be responsible for all damages, losses, or costs resulting from works carried out within or for the benefit of his unit, including any damage to common areas, roads, pathways, landscaping, services, infrastructure, resort facilities, or any other property within the community, and shall repair or bear the cost of repairing any such damage.

If any works are carried out without obtaining the required approvals, or in violation of the approved plans, conditions, or guidelines, the Developer or the Community and Facilities Manager may require the owner to stop the works, correct them, modify them, remove them, or restore the area to its original condition, at the owner's expense and without prejudice to any other rights or remedies available to the Developer or the Community and Facilities Manager under this document or any applicable agreement or law. Upon completion of the works, the owner must remove all construction materials, waste, equipment, and tools, clean the affected areas, and restore any part of the community, common areas, or facilities affected by the works to the required condition. Any approval issued by the Developer or the Community and Facilities Manager shall not constitute a governmental approval or permit, nor shall it exempt the owner, contractor, or consultant from obtaining any governmental permit, no-objection certificate, or approval required under applicable laws and regulations.

The Developer or the Community and Facilities Manager may amend, replace, or update the design, finishing, and modification requirements from time to time as they deem appropriate to preserve the architectural character, visual identity, operational standards, and quality and appearance of the master community, and in line with evolving operational, maintenance, safety, security, service, and facility requirements. All such requirements shall remain applicable to works commenced after their effective date, unless the Developer decides otherwise.

SCHEDULE 6 – INSURANCE AND REINSTATEMENT PRINCIPLES

Insurance and rehabilitation matters relating to the master community, units, common areas, resort facilities, amenities, and infrastructure may be organized and administered as determined by the Developer or the

Community and Facilities Manager from time to time. Such arrangements may include defining the categories and scope of coverage under the community insurance policy or policies, including identifying the properties, facilities, and risks covered, as well as the limits, conditions, and exclusions of such coverage. They may also include determining the obligations of owners regarding insurance for their units, contents, improvements, installations, or works carried out therein, as well as insurance for their liabilities toward third parties, to the extent determined by the Developer or the Community and Facilities Manager or required by applicable laws, regulations, or community requirements.

The Developer or the Community and Facilities Manager may designate the entity or entities authorized to manage and follow up on insurance claims related to the master community, including submitting notices, claims, documents, and required information to insurers, brokers, experts, contractors, and other relevant parties; coordinating damage inspections, assessments, verification, claim settlement, and disbursement of compensation amounts; and taking necessary measures to preserve the community's rights under the insurance policies. They may also determine responsibility for, and allocation of deductibles and any losses, damages, or costs not covered by the insurance policies, including amounts exceeding coverage limits, excluded amounts, or non-recoverable costs. Such amounts may be charged, depending on the nature and cause of the damage and the responsible party, to the person responsible, to the owners, or to the community, in accordance with the arrangements and rules adopted from time to time. This does not prejudice the right of the Developer or the Community and Facilities Manager to require any responsible person to bear any losses, costs, or expenses arising from their act, negligence, or breach of this Declaration or any approved community requirements.

In the event of an accident, damage, or emergency, the Developer or the Community and Facilities Manager may undertake, or direct the undertaking of, emergency insurance, protection, or repair works necessary or appropriate to mitigate damage, prevent its escalation, protect persons, property, units, common areas, resort facilities, amenities, or infrastructure, or maintain continuity of operations within the master community. Such works and measures may be carried out urgently without waiting for completion of all insurance claim procedures or other approvals where delay would increase damage or risk, provided that the resulting costs and expenses are addressed in accordance with the insurance policies and applicable arrangements.

The Developer or the Community and Facilities Manager may establish and adopt a rehabilitation, repair, or reconstruction strategy depending on the nature and extent of the damage, availability of insurance coverage, technical requirements, and operational needs. This may include defining the scope of works, priorities, implementation phases, responsible parties, required materials and technical specifications, and any temporary or permanent measures necessary to restore or resume operation of the affected parts of the master community. Rehabilitation, repair, or reconstruction works are subject to any requirements, approvals, permits, or no-objection certificates issued by competent authorities. The Developer or the Community and Facilities Manager may amend the rehabilitation strategy, scope of works, or priorities from time to time depending on the nature of the damage, evolving circumstances, availability of resources and insurance coverage, and operational, technical, or legal requirements.

Insurance proceeds received in relation to any claim or damage may be applied toward repair, rehabilitation, reconstruction, or replacement of damaged property or facilities, or toward payment of costs, expenses, and amounts due in connection with the incident, damage, or claim, including costs related to emergency works, assessments, expert services, supervision, debris removal, temporary measures, or any other works associated with the incident, in accordance with the nature of the claim, the purpose of the insurance coverage, the terms of the insurance policy, and what the Developer or the Community and Facilities Manager considers appropriate within their authority.

No arrangement or procedure relating to insurance, claims, insurance proceeds, or rehabilitation shall be interpreted as relieving any owner, occupant, contractor, consultant, or any other person of any responsibility or obligation imposed on them under this Declaration or any applicable agreement or law. The existence of insurance coverage, submission of a claim, or receipt of insurance proceeds does not guarantee compensation for all losses, costs, or damages arising from any incident. Each owner and any responsible person remains liable for any amounts, losses, costs, or obligations not covered by the insurance policy or arising from their act, negligence, or breach of the master community requirements, without prejudice to any other rights or remedies available to the Developer or the Community and Facilities Manager.

SCHEDULE 7 – RESERVED RIGHTS OF THE DEVELOPER

The Developer retains all rights, powers, and authorities set out in this Declaration, or arising from it, or relating to the development, management, and operation of the master community. No provision of this Declaration shall be interpreted as a waiver or limitation of any such rights unless expressly stated otherwise. The Developer's reserved rights include, without limitation, the following:

1. Development and planning rights;
2. Rights to implement development in phases and complete development works;
3. Rights of expansion, modification, and redevelopment;
4. Rights relating to design, identity, and branding;
5. Rights to operate, manage, and control master community operations;
6. Rights to develop and operate resort and hospitality facilities;
7. Rights relating to utilities, public services, and infrastructure systems;
8. Rights of access, entry, passage, and use of areas and facilities in accordance with this Declaration;
9. Rights of integration and coordination with hotels, hospitality facilities, and hotel programs and operations;
10. Rights to allocate and charge related costs, expenses, and fees;
11. Rights to advertise, market, and promote the master community and its components;
12. Rights to appoint the Community and Facilities Manager, operators, consultants, contractors, and service providers;
13. Rights to supervise, direct, and control resort operations and hospitality-related activities;

14. Rights to establish and amend rules, policies, procedures, and operational and design standards for the master community;
15. Rights relating to facilities, areas, or parts not exclusively designated for private ownership, and any other rights reserved to the Developer under this Declaration or any related agreement; and
16. Any other rights or powers granted to the Developer under this Declaration or applicable laws and regulations.

The Developer's reserved rights remain valid and exercisable from time to time, provided they do not conflict with the rights granted to owners under this Declaration. The exercise or non-exercise of any right at any time shall not be construed as a waiver, abandonment, or limitation of the Developer's right to exercise such right in the future.

SCHEDULE 8 – OWNER COVENANT AND ACKNOWLEDGMENT

Each Owner is deemed, by acquiring, owning, occupying, leasing or otherwise dealing with a Unit, to have acknowledged and agreed to the following:

- (a) The Unit is acquired and held subject to this Declaration;
- (b) The Master Community is an integrated resort and mixed-use development with hospitality and operational characteristics distinct from a purely residential project;
- (c) The Owner must pay all Management fees and Charges for Services when due;
- (d) The Owner is responsible for compliance by Occupiers, Guests, tenants, and contractors;
- (e) resort access rights and facility use are regulated and may be suspended, restricted, or made subject to booking conditions and additional charges; and
- (f) The Owner accepts the Developer's reserved rights and the authority of the Community Manager as set out in this Declaration.
- (g) The Owner acknowledges that Community Rules, operational policies, administrative charges and contractual penalties may be amended by the Developer from time to time in accordance with this Declaration;
- (h) The Owner acknowledges that the Management fees, Charges for Services and cost allocation methodologies may be reviewed and adjusted in accordance with this Declaration.

SCHEDULE 9 – OWNER, TENANT, AND OCCUPIER OBLIGATIONS; UNIT-SPECIFIC CHARGES

This Schedule sets out additional unit-specific commercial terms, management fees, occupancy restrictions, conduct rules, and contractor access conditions applicable to each Unit. It binds each Owner and, where relevant, each tenant, occupier, resident, guest, contractor, invitee, and any person claiming through or under them in relation to the relevant Unit.

Part A – Management fees, Unit-Specific Fees and Utility Charges

The **Owner** shall pay to the **Developer and/or Management Company** the following service fees, charges and other amounts applicable to the **UNIT**:

1. **Management Fees.**

The annual Management Fees are initially **fixed at AED 12 per square foot of the built-up area** of the Unit (plus applicable VAT). The Developer may review and revise the Management Fees from time to time where reasonably required to reflect increases in operating costs, inflation, changes in statutory charges, the provision of additional services, improvements, upgrades or enhancements to the Common Areas, Shared Facilities or Resort Facilities, or otherwise to ensure the proper operation and financial sustainability of the Master Community. Any such revision shall be notified to the Owner in accordance with this Declaration.

The **Management Fees** shall contribute towards the management, operation, maintenance and upkeep of the **Common Parts, Common Areas** and shared facilities within the Resort and the Master Community.

The MANAGEMENT FEES shall not include the costs of maintenance, repair, replacement or operation of the UNIT itself, unless otherwise expressly provided under this Declaration or agreed in writing by the Developer and/or Management Company.

2. **Villa Insurance.**

The OWNER shall pay the annual villa insurance charges applicable to the relevant UNIT as follows:

- i. **One-bedroom villa.** AED 1,000 per annum;
- ii. **Two-bedroom villa.** AED 1,500 per annum;
- iii. **Three-bedroom villa.** AED 2,500 per annum.

All amounts shall be subject to VAT at the applicable rate in accordance with Applicable Law, or such revised amount as may be determined by the actual insurance premium payable from time to time.

3. **Swimming Pool Cleaning.**

The OWNER shall be required to pay **an annual fee of AED 3,000** for the provision of swimming pool cleaning and maintenance services in respect of the swimming pool serving the UNIT, plus VAT at the applicable rate. Such service should be mandatory and should be provided by the Management Company or its appointed service provider.

The OWNER shall not engage any third-party contractor to provide swimming pool cleaning or maintenance services for the swimming pool serving the UNIT without the prior written approval of the Management Company.

The applicable fee shall be payable annually in advance and may be reviewed from time to time in accordance with the applicable Community Budget and the costs of providing the relevant services.

4. Garden Maintenance.

Where applicable, the Owner shall pay garden maintenance charges calculated at the **rate of AED 6.75 per square meter** of garden area per month, plus VAT at the applicable rate.

5. Power and Water Supply.

The Developer and/or Management Company shall arrange and supply electricity and water services to the UNIT.

The OWNER shall be responsible for payment of consumption charges based on the individual meter allocated to the UNIT, calculated as follows:

- i. Electricity: **AED 0.60 per kWh;**
- ii. Water: **11.00 AED per cubic meter.**

All applicable charges shall be subject to VAT at the applicable rate.

6. TV, Internet, and Telephone Services.

TV, internet and telephone subscription services may be provided by the Developer and/or the Management Company to Owners, subject to the applicable subscription packages, rates, terms and conditions communicated by the Developer and/or Management Company from time to time.

The available subscription packages, subscription periods and applicable charges may vary depending on the service selected by the Owner and may be amended, replaced or updated from time to time by the Developer and/or Management Company.

The current subscription packages and charges include, without limitation, the following.

I. Internet Subscription

Owners may select from the available internet packages, including:

- **SLAB 1 – 16 Mbps download / 8 Mbps upload.**
 - **3 months. AED 1,050**
 - **6 months. AED 2,100**
 - **1 year. AED 4,200**
- **SLAB 2 – 40 Mbps download / 16 Mbps upload.**
 - **3 months. AED 1,572**
 - **6 months. AED 3,144**
 - **1 year. AED 6,288**

An Aruba Access Point may be purchased from the Developer and/or Management Company at AED 630 to enable Wi-Fi connectivity for up to six (6) devices. TV connectivity is excluded unless a separate TV subscription is obtained.

II. TV Subscription

The TV subscription is available for a minimum subscription period of three (3) months at **AED 630**, with the following subscription options:

- **6 months. AED 1,260**
- **1 year. AED 2,520**

The above TV subscription rates are inclusive of VAT.

The Management Company's IT team may assess the Owner's television equipment to determine whether a set-top box is required. Where required, the set-top box may be purchased from the Developer and/or Management Company at AED 1,708.

III. Telephone Services

- **Telephone unit. AED 405**
- **Telephone subscription for use within the Resort. AED 630 per annum**

Local and international telephone calls, where applicable, shall be charged separately in accordance with the applicable call rates and billing arrangements.

IV. payment and Subscription Terms

Full payment shall be made in advance for the selected subscription period. Subscriptions shall automatically expire upon expiry of the applicable paid subscription period unless renewed by the Owner.

The costs of supply, installation, replacement, repair or maintenance of any related devices, equipment or accessories shall be charged separately to the Owner, together with any applicable VAT, unless expressly stated otherwise in the applicable subscription package.

The Developer and/or Management Company may update the applicable subscription packages, rates, service specifications and terms from time to time, provided that the applicable rates and terms shall be communicated to the Owner prior to the commencement or renewal of the relevant subscription.

7. Late Payment Charges.

If the OWNER fails to pay any amount due under this Schedule within **fifteen (15) days** after the due date specified in the relevant invoice issued to the registered email address maintained by the DEVELOPER and/or Management Company, a late payment charge equivalent to **1% of the outstanding overdue amount per month** or part thereof shall apply until all outstanding amounts have been fully paid.

The application of late payment charges shall be without prejudice to any other rights or remedies available to the DEVELOPER and/or Management Company under this Declaration.

8. Non-Payment Remedies.

Without prejudice to any other rights available under this Declaration, the Sale and Management Agreement, if the Owner fails to pay any amount due, the Developer and/or the Management Company may:

- a. charge late payment charges in accordance with this Schedule;
- b. issue reminder notices and default notices;
- c. suspend or refuse any non-essential or discretionary services, facilities or benefits provided to the Owner;
- d. refuse to issue a No Objection Certificate (**NOC**) or process any transfer, registration, approval or administrative request until all outstanding amounts have been paid in full, where permitted under this Declaration;
- e. recover all outstanding amounts, together with any administrative charges, legal fees, recovery costs and other recoverable amounts under this Declaration; and
- f. commence legal proceedings or take any other enforcement action available under Applicable Law.

9. Change in Rates.

The prices of the services listed above may be changed to reflect increased costs. The Owner must be notified in writing of any such increase at least one calendar month before the revised rates take effect.

10. Management fee Protection

No Owner shall withhold, reduce, set off or delay payment of any Management fee by reason of any dispute with the Developer or the Community & Facility Manager.

11. Government Charges.

The Owner is responsible for any present or future government taxes, duties, levies, fees, or similar charges applicable to the Unit or the services referred to in **Part A**.

12. Special Services

The Owner shall pay the cost of any additional services requested by the Owner or provided exclusively for the benefit of the Unit.

13. Damage Recovery

The Owner shall reimburse the Developer or the Management Company for the cost of repairing any damage to the Common Areas or Resort Facilities caused by the Owner, Occupiers, tenants, Guests, contractors or invitees.

14. Administrative Charges

The Owner shall pay all applicable administrative charges, processing fees, transfer fees, No Objection Certificate fees, replacement access device charges and any other charges specified in the Schedule of Administrative Charges and Contractual Penalties.

Part B – Owner, Tenant, and Occupier Obligations

The obligations of the Owner, tenant, and occupier of the Unit include the following:

1. Compliance with Management Requirements

The Owner acknowledges and agrees that the Developer or Management Company will perform the duties of management and development of the Common Parts, and the Owner must comply with all lawful instructions, directives, orders, rules, and regulations issued by the Developer or Management Company.

2. Permitted Use of the Unit

The Unit may be used for single-family residential purposes only and not for any commercial, vocational, professional, trade, or other non-residential purposes, including any short-term or daily rental of the Unit, except to the extent expressly permitted under this Declaration.

3. Developer's Right of First Refusal

The Developer will have a right of first refusal if the Owner wishes to sell the Unit to any third party, to the extent enforceable under Applicable Law and the relevant sale documentation.

4. Transfer of Ownership

The Owner may not transfer ownership of the Unit without first obtaining any written approval or no objection certificate required by the Management Company in accordance with this Declaration.

5. Transfer Fees and Administrative Charges

In the event of transfer of the Unit to a third party, the Owner will pay to the Developer or Management Company the transfer fee, No Objection Certificate (NOC) fee and any other administrative charges payable under the Sale and Management Agreement, this Declaration or the applicable fee schedule.

6. Government Transfer Costs

All related governmental fees and transfer charges will be paid by the Owner unless otherwise required by Applicable Law or agreed in writing.

7. Satellite Dishes and External Installations

The installation or placement of satellite dishes, antennas or similar external equipment on the UNIT or any part of the Master Community is prohibited unless expressly approved in writing by the Developer and/or Management Company.

8. Owner Access Cards

The Developer or Management Company may issue **up to (4) four** non-transferable owner access cards, each bearing the photo of the relevant user, entitling the relevant cardholder to use designated public areas and facilities subject to Community Rules.

9. Facility Access Control and Resort Standards

Access to certain facilities and issuance of towels may be subject to presentation and temporary handover of a valid access card to the designated hotel representative, with return of the access card upon return of the towel. Use of personal towels may be restricted where reasonably required to preserve resort standards, operational efficiency, hygiene requirements and access control procedures.

10. Condition and Appearance of the Unit

The OWNER shall always maintain the UNIT in accordance with its original condition and appearance, consistent with the standard and character of the other units within **The Cove Resort**, subject to normal wear and tear and any approved works.

11. Façade Renovation and External Maintenance

The Owner shall, at the OWNER's own cost and expense, carry out any façade renovation, repainting, external maintenance or similar works required to maintain the appearance and condition of the UNIT, either periodically or upon receipt of a written notice from the Developer and/or Management Company requesting such works.

The OWNER shall, at the OWNER's own cost and expense, carry out any façade renovation, repainting, external maintenance or similar works required to maintain the appearance and condition of the UNIT, either periodically or upon receipt of a written notice from the Developer and/or Management Company requesting such works.

12. Failure to Maintain External Appearance

If the OWNER fails to carry out the required façade renovation, external maintenance or other appearance-related works within **fifteen (15) days** from the date of the written notice issued by the Developer and/or Management Company, the Developer and/or Management Company shall have the right to carry out such works on behalf of the OWNER, and all costs and expenses incurred shall be payable by the OWNER upon demand.

13. Approved Contractors

The Owner shall not appoint or permit any external contractor to carry out any repair, maintenance, alteration or external works to the UNIT unless such contractor has been approved in writing by the Developer and/or Management Company.

14. Nuisance and Interference

The OWNER shall not carry out any activity, or permit any act or omission, that may cause harm, nuisance, inconvenience, disturbance or annoyance to any other Owner, occupier, resident, hotel guest, visitor, user of the Resort or any person within the Master Community.

15. Restrictions on External Alterations and Conduct

Without limitation, the Owner must not:

- (a) modify, add to, remove, or otherwise alter the design, color, structure, or appearance of the exterior of the Unit or any part of it, including roofs, balconies, terraces, and external fixtures;
- (b) place any commercial advertisement or sign on the Unit; or
- (c) use in the Unit any microphone, speaker, amplifier, machinery, or device that may cause nuisance, disturbance, excessive noise, or safety risk.

16. Pets and Animals

No pets or animals shall be kept within the Unit or the Master Community except where expressly approved in writing by the Developer or permitted under the Community Rules.

17. Vehicle Access and Parking

The Owner must not drive or park a vehicle within resort roads or areas except in accordance with resort parking and access rules, and vehicles must be parked only in designated areas.

18. Right of Access to the Unit

The Owner must permit the Developer or Management Company to enter the Unit upon reasonable notice and at reasonable times for inspection, maintenance, compliance verification, repair, testing, or related purposes. In case of emergency, no prior notice is required.

19. Failure to Provide Access

If the Owner fails to permit access required under this Declaration and damage results to other units, common property, or community infrastructure, the Owner will be responsible for that damage to the extent caused by that failure.

20. Cooperation with Management Requirements

The Owner must provide all reasonable assistance to the Developer or Management Company to enable proper performance of its duties and must comply with maintenance-related instructions concerning the Unit.

21. Enforcement and Remedial Action

If the OWNER breaches any obligation under this Declaration, the Community Rules or any applicable policies or procedures, the Developer and/or Community & Facility Manager may, after providing written notice and a reasonable opportunity to remedy such breach, take any necessary action to remove, rectify or remedy the breach, except where immediate action is reasonably required due to an emergency or to prevent damage, risk or disturbance.

The OWNER shall be responsible for all reasonable costs and expenses incurred in connection with such action, including removal, rectification, remediation, administration and enforcement costs.

22. Payment of Charges and Penalties

The Owner must pay all fines, penalties, administrative charges, remediation costs and other amounts imposed or recoverable under this Declaration, the Community Rules or the applicable Schedule of Violations within the period specified by the Developer or the Community & Facility Manager.

23. No Waiver

No failure or delay by the Developer or the Community & Facility Manager to enforce any provision of this Schedule shall constitute a waiver of any breach or prevent future enforcement.

24. Resort Standards and Reputation

The Owner, Occupiers and Guests shall conduct themselves in a manner that preserves the reputation, image, hospitality standards and operational integrity of the Resort and shall refrain from any act likely to adversely affect the reputation or commercial operation of the Master Community.

25. Non-Interference with Operations

The OWNER shall not obstruct, interfere with or hinder the DEVELOPER, COMMUNITY & FACILITY MANAGER, HOTEL OPERATOR or any authorized contractor, employee or representative in the performance of their duties, responsibilities or obligations relating to the management, operation, maintenance or servicing of the Master Community.

26. Compliance with Health, Safety and Security Requirements

The Owner shall comply with all health, safety, environmental, emergency and security procedures adopted from time to time by the Developer, the Community & Facility Manager or the Competent Authorities.

27. Use of Common Facilities and Services

Since the Owner is entitled to use the project's common facilities, services, and utilities, the Owner must:

- (a) use them only for their intended purpose;
- (b) not interfere with the rights of other owners, occupiers, or hotel guests to enjoy them; and
- (c) not alter or change any such facility or part of it without approval, even at the Owner's own expense.

28. Protection of Structural Elements and Common Property

The OWNER shall not damage, alter, interfere with or carry out any works affecting any common wall, structural element, building component or any part of the Common Parts or Common Areas.

29. Maintenance Standard of the Unit

The Owner must maintain the Unit to a high standard consistent with other properties in the project.

30. Owner Indemnity

Upon written demand, the Owner shall indemnify and hold harmless the Developer and/or Management Company against any losses, costs, expenses, damages, claims, liabilities, proceedings or actions arising out of or in connection with:

- a. any breach by the Owner, Occupiers, Guests or persons under the Owner's responsibility of their obligations under this Declaration; or
- b. any injury to persons or damage to property caused by the acts, omissions or negligence of the Owner, Occupiers, Guests or persons under the Owner's responsibility.

This indemnity shall not apply to the extent that such losses, damages or liabilities are caused by the gross negligence, wilful misconduct or fraud of the party seeking indemnification, or by a Force Majeure Event.

31. Buggy Parking and Charging

The OWNER shall only park, charge or store any buggy within the Resort in locations designated or approved by the Developer and/or Management Company and in accordance with the applicable buggy rules, procedures and safety requirements.

32. Buggy Requirements

Buggy drivers must be at least 18 years old. Buggies must be clean, in good condition, and display the relevant villa number or other required identification.

33. Electric Vehicles and Buggy Maintenance

The OWNER shall be responsible for ensuring that any electric vehicle, buggy or similar vehicle used within the Resort is maintained in a clean, safe and operational condition.

The OWNER shall not leave any such vehicle in a location or manner that obstructs traffic, access routes, pedestrian movement, residents, guests or Resort operations.

34. Removal of Obstructions and Unauthorized Vehicles

The Developer and/or Community & Facility Manager shall have the right to remove any broken, abandoned or non-operational buggy parked anywhere within the Resort premises and relocate it to the designated Parking (D) Area for a maximum period of **seven (7) days**.

The OWNER shall be notified by email using the registered contact details maintained by the Developer and/or Management Company, together with the relevant security report.

If the OWNER fails to respond to such notice or fails to remove the buggy within the specified period, the Developer and/or Community & Facility Manager may dispose of, remove or otherwise deal with the buggy, and all related costs and expenses shall be charged to and payable by the Owner.

Failure by the OWNER to comply with the applicable buggy rules may result in restriction or denial of access to the relevant buggy within the Resort premises.

35. Beach Food and Beverage Restrictions

Bringing food and drinks onto the beach is not allowed except where expressly permitted by resort policy.

36. Parking Area Allocation and Duration Restrictions

The OWNER acknowledges that parking areas within the Resort are managed and allocated according to operational requirements and Resort policies.

Parking Areas **A, B and C** shall be designated for vehicles and buggies that are actively used and moved regularly, generally for periods not exceeding three (3) consecutive days.

Any vehicle or buggy that will remain unused for more than three (3) consecutive days shall be parked in the designated **Parking D Area**, located beside the Management accommodation or in the designated area before the Resort security gate.

Where the OWNER intends to leave any vehicle or buggy parked in Parking D due to extended absence or travel, the OWNER shall notify the Developer and/or Community & Facility Manager in writing to allow the relevant records to be maintained for security and operational purposes.

37. Maximum Number of Vehicles

Each private villa shall not be entitled to park more than **two (2) vehicles** within the Resort parking areas unless otherwise approved in writing by the Developer and/or Community & Facility Manager.

38. Vehicle Cleaning and Maintenance During Extended Parking

The OWNER shall be responsible for arranging the periodic cleaning and proper maintenance of any vehicle or buggy parked within the Resort premises during any period of extended parking.

If the OWNER fails to maintain the cleanliness of any parked vehicle or buggy, the DEVELOPER and/or COMMUNITY & FACILITY MANAGER may arrange for such cleaning or maintenance through an approved service provider, and all related costs shall be charged to and payable by the OWNER.

39. Compliance with Parking and Vehicle Rules

the owner, occupiers and guests shall comply with all parking, vehicle access, buggy operation and traffic management rules issued by the developer and/or community & facility manager from time to time.

the developer and/or Community & Facility Manager may implement reasonable parking controls, restrictions or procedures to maintain safety, accessibility, security and operational efficiency within the resort.

40. Waste Segregation and Disposal

the owner shall ensure that all garbage and waste generated from the unit is properly segregated, stored and disposed of in accordance with the waste management, segregation and recycling procedures issued by the developer and/or community & facility manager from time to time.

Without limitation, the OWNER shall:

- a. segregate recyclable waste, general and food waste, and any engineering or electrical waste in accordance with the applicable waste segregation procedures;
- b. ensure that recyclable materials are clean, dry and free from contamination before disposal;
- c. place waste only in the designated bags, bins and collection areas identified by the developer and/or community & facility manager; and

- d. comply with any operational procedures relating to waste collection, recycling and environmental management adopted within the Resort.

41. External Storage and Decorative Works

The OWNER shall not store or place any personal belongings, furniture, equipment or other items on balconies, terraces, in front of the UNIT or in any visible external area.

the owner shall not install, construct or carry out any external decorative works, additions, fixtures or alterations to the terraces, façades or exterior of the unit without the prior written approval of the developer and/or community & facility manager.

42. Removal of Unauthorized External Items

if the owner fails to comply with clause 41, the developer and/or community & facility manager may immediately remove, relocate, store or dispose of any unauthorised items, decorations or external works where reasonably necessary to preserve the appearance, safety, operational standards or integrity of the resort.

The OWNER shall be responsible for all costs and expenses incurred in connection with such removal, relocation, storage or disposal, and no prior consent of the OWNER shall be required before taking such action.

43. Compliance with Related Agreements

The OWNER shall comply with, and shall ensure compliance with, all obligations applicable to the UNIT under the relevant Sale and Purchase Agreement, Management Agreement and any other governing document relating to the UNIT, to the extent that such obligations are not inconsistent with this Declaration.

44. Compliance with Resort and Regulatory Requirements

the owner shall comply, and shall ensure that all occupiers, guests and invitees comply, with all tourism, hospitality, public health, environmental, safety, security and licensing requirements applicable to the resort and issued from time to time by the developer, the community & facility manager or the competent authorities.

Part C – Contractor Access, Gate Passes and Work Permit Condition

Pursuant to the management regime applicable to the project, the following rules apply before any gate pass is issued to outside contractors where management approval has been granted.

1. Work Permit & Gate Pass

No contractor, consultant, supplier or other person shall enter the Master Community to carry out any work unless a valid work permit and gate pass have been issued by the Developer or the Community & Facility Manager in accordance with the applicable contractor access procedures. The Developer or the Community & Facility Manager may refuse, suspend or revoke any work permit or gate pass at any time where considered necessary for safety, security, operational or compliance reasons.

2. Work Permit & Gate Pass

The villa owner must confirm and guarantee that no structural demolition or structural modification will be carried out unless expressly approved in writing.

3. Façade Alterations

No modification to the building façade, external paint type, or color is permitted without prior written approval.

4. Owner Responsibility for Structural Safety

The villa owner is fully responsible for structural safety and for any damage arising from the renovation or repair work.

5. Liability, Insurance and Compensation

The villa owner is fully responsible for safety, insurance, labor matters, and any damage caused by the owner, the contractor, or any of their representatives to any third party or worker and must pay any compensation lawfully due.

6. Contractor Licenses & Insurance

The Owner shall ensure that every contractor engaged by the Owner maintains all licenses, permits, insurance policies, trade licenses and statutory approvals required under Applicable Law throughout the duration of the works.

7. Security Deposit / Inspection Fees

The Developer or the Community & Facility Manager may require the Owner or contractor to provide a refundable security deposit, supervision fees, inspection fees or any other charges determined from time to time before any work permit or gate pass is issued.

8. Inspection by Management

The Developer or the Community & Facility Manager may inspect the works at any time but shall have no responsibility for the quality, design, safety or compliance of the works, which shall remain the sole responsibility of the Owner and its contractors.

9. Inspection and Monitoring of Works

The Developer and/or the Community & Facilities Manager may, at any time, inspect and monitor the works and issue any reasonable observations or instructions regarding non-compliance with approved drawings, engineering requirements, Community Rules, or any matter affecting the appearance, character, landscaping, infrastructure or structural integrity of the Resort. The Owner shall promptly comply with such requirements. The quality, safety, design and compliance of the works shall remain the sole responsibility of the Owner and its contractors.

10. Daily Supervision and Inspection Fee

The Owner acknowledges, agrees and undertakes to pay **AED 200** per day for the daily inspection, monitoring and supervision of the work, from commencement until completion as confirmed by the Community & Facilities Manager. The fee shall be invoiced monthly or upon completion of the works, whichever occurs earlier, and shall be payable in addition to any other applicable fees or charges.

11. Labor List & IDs

Access of laborers to the resort will be under security supervision, and the villa owner must provide a list of laborers together with copies of their identification documents before access is granted.

12. Uniform & ID Badge

Contractor laborers must wear matching uniform, together with the company name or badge and an individual name tag.

13. Restriction on Resort Facilities

Villa workers may not use any resort facilities except to the extent specifically authorized by management.

14. Contractor Vehicles

Contractor vehicles shall not be parked within the Resort, in front of any villa or within any Common Area unless expressly authorized in writing by the Developer or the Community & Facility Manager.

Access shall be limited to the loading and unloading of materials, equipment or tools, and contractor vehicles shall leave the Resort immediately thereafter unless otherwise authorized.

15. Waste Disposal

No waste, debris, equipment, tools or construction materials may be stored or left in front of the villa or within any Common Area. Where this requirement is breached, the Developer or the Management Company may remove and dispose of, relocate or store such items as it considers appropriate and recover from the Owner all associated costs, ...together with any applicable administrative charges, contractual penalties, fines, removal costs or cost recovery amounts imposed under this Declaration, the Community Rules or the Schedule of Administrative Charges and Contractual Penalties.

External contractors must dispose of all waste resulting from renovation works outside the resort boundaries and in the areas designated by the Emirate of Ras Al Khaimah for such waste, unless management directs otherwise in writing.

16. Owner Responsibility

The villa owner remains solely responsible to the resort management for any breach of contractor instructions and for all resulting removal, cleanup, rectification, and administration costs.

17. Stop Work Order

The Developer or the Community & Facility Manager may order the immediate suspension of any works which, in its reasonable opinion, create a safety risk, disturb resort operations, damage property, breach this Declaration or the Community Rules, or adversely affect the Resort or its guests.

18. Approval Required

No alteration, renovation, fit-out, maintenance or other work shall be commenced unless the Owner has obtained all approvals required under this Declaration, including any Design Approval, Work Permit and Gate Pass required by the Developer or the Community & Facility Manager.

19. Demolition Hours

Demolition works, if specifically approved, may only be carried out during the timings approved by resort management and must stop immediately if required due to complaint, safety concern, operational impact, or management instruction.

20. Developer Disclaimer

The Developer will not be responsible for future claims arising from renovation work carried out by or on behalf of the villa owner, except to the extent caused by the Developer's own gross negligence, willful misconduct, or fraud.

21. Working Hours

Working hours for outside contractors will be those approved by management from time to time. Unless otherwise approved in writing, work will be permitted only during the following times:

- a. **Monday to Thursday, 09:30 to 16:00** maximum; and
- b. **Friday, 09:30 to 12:00** maximum.

22. Weekend / Holiday Restrictions

Work is prohibited **on Saturdays, Sundays**, and public holidays unless specifically approved in writing by management.

23. Completion & Cleaning

Upon completion of the work, the Owner shall ensure that the Unit and all affected Common Areas are cleaned and restored to the satisfaction of the Developer or the Community & Facility Manager before the contractor leaves the Master Community.

SCHEDULE 10 – COMMUNITY MOVE-IN, MOVE-OUT, ACCESS & PROPERTY TRANSFER PROCEDURES**1) PURPOSE AND SCOPE****1.1 Purpose**

These Community Move-In, Move-Out, Access & Property Transfer Procedures (the "Procedures") establish the operational requirements applicable to move-in, move-out, deliveries, access, fit-out activities, property transfers and related activities within The Cove Rotana Resort (the "Resort").

The purpose of these Procedures is to ensure that such activities are carried out in a safe, orderly and controlled manner while protecting the Common Areas, infrastructure, landscaping, facilities, security, resort operations, hotel guests, residents and the overall appearance and standards of the Resort.

1.2 Application

These Procedures apply to all Owners, Tenants, Occupiers, Contractors, moving companies, suppliers, agents, visitors and other people seeking to access the Resort or carry out any activity regulated by these Procedures.

1.3 Authority

The Community & Facilities Manager shall administer and enforce these Procedures and may issue reasonable instructions, forms, permits, access requirements and operational guidelines necessary for their implementation.

2) GENERAL ACCESS REQUIREMENTS

- 2.1 Access to the Resort may be subject to registration, prior approval, identification, permits, access devices and security verification.
- 2.2 Owners and Tenants shall ensure that their contractors, agents, moving companies, suppliers and other representatives comply with these Procedures and any reasonable instructions issued by Community Management or Security.
- 2.3 Community Management and Security may verify the identity of any person, vehicle or contractor seeking access to the Resort.
- 2.4 Community Management and Security may refuse or restrict access where:
 - (a) the required registration or approval has not been completed;
 - (b) the required documentation has not been provided;
 - (c) the relevant vehicle or contractor does not comply with the applicable requirements;
 - (d) access would create a safety or security risk;
 - (e) access would materially interfere with Resort operations; or
 - (f) the person or contractor has previously breached applicable Resort or Community requirements.
- 2.5 Access restrictions shall be applied reasonably and in accordance with Applicable Law.

3) MOVE-IN PROCEDURES

3.1 Prior Booking and Approval

All move-ins must be booked in advance with Community Management.

No Owner, Tenant, Occupier or moving company shall commence a move-in without a confirmed appointment or approval from Community Management.

3.2 Required Documentation

Prior to the approved move-in date, the Owner and/or Tenant shall provide such documentation as may reasonably be required by Community Management, including, where applicable:

- (a) a duly executed tenancy agreement;
- (b) valid Emirates ID and passport copies of the Tenant and registered Occupants;
- (c) evidence of tenancy registration or attestation, where applicable;
- (d) details of the appointed moving company, including company name, driver details, vehicle registration number and contact number; and
- (e) any other information or documentation reasonably required for security, access control or community administration purposes.

3.3 Moving Vehicles

Only moving vehicles and trucks complying with the vehicle weight, size and access restrictions established by Community Management from time to time shall be permitted to access the Resort for moving purposes.

Unless otherwise approved by Community Management, moving vehicles shall have a maximum capacity of 3 tons.

3.4 Approved Moving Hours

Move-ins shall be conducted only during the following approved community moving hours:

Day	Approved Moving Hours
Monday – Thursday	8:00 AM – 4:00 PM
Friday	8:00 AM – 1:00 PM
Sunday	2:00 PM – 6:00 PM

Community Management may temporarily amend, restrict, suspend or reschedule the above hours where reasonably required due to Resort operations, hotel events, peak periods, public holidays, security requirements, emergencies or other operational considerations.

3.5 Security Access

Security reserves the right to refuse or restrict access to any moving vehicle, contractor or moving company that has not been properly registered, approved or authorized.

3.6 Availability

Move-in appointments are subject to availability and may be restricted during community events, peak periods or where reasonably required for security, safety or operational purposes.

3.7 Outstanding Amounts

The Owner shall ensure that all amounts properly due and payable in connection with the Unit are settled in accordance with the applicable agreements and community procedures.

4) MOVE-OUT PROCEDURES

4.1 Prior Booking

All move-out arrangements must be booked in advance with Community Management.

4.2 Owner/Landlord Authorisation

Where the Unit is occupied by a Tenant, the Tenant shall provide evidence of the Owner's or Landlord's authorization for the move-out where reasonably required by Community Management.

Such evidence may include a No Objection Certificate (NOC) or other written confirmation from the Owner/Landlord.

4.3 Moving Company Details

The Tenant and/or Owner shall provide the details of the moving company in advance, including:

- a. company name;
- b. driver details;
- c. vehicle registration number; and
- d. contact number.

Only moving vehicles complying with the applicable vehicle weight, size and access restrictions shall be permitted.

Unless otherwise approved by Community Management, moving vehicles shall have a maximum capacity of 3 tonnes.

4.4 Approved Moving Hours

Move-outs shall be conducted only during the approved community moving hours:

Day	Approved Moving Hours
Monday – Thursday	8:00 AM – 4:00 PM
Friday	8:00 AM – 1:00 PM
Sunday	2:00 PM – 6:00 PM

Community Management may amend or restrict these hours where reasonably required for Resort operations, security, safety, hotel events, peak periods or other legitimate operational reasons.

4.5 Security

Security reserves the right to refuse or restrict access to any moving vehicle, contractor or moving company that has not been properly registered or approved.

4.6 Outstanding Amounts

The Owner and/or Tenant shall remain responsible for settling all amounts properly due and payable in connection with the Unit in accordance with the applicable agreements and community procedures.

4.7 Protection of Common Areas

The Owner, Tenant and their respective contractors, movers and agents shall take all reasonable measures to protect:

- a. Common Areas;
- b. access roads;
- c. lifts;
- d. landscaping;
- e. entrances and doors;
- f. flooring and walls;
- g. parking areas;
- h. community facilities; and
- i. other Resort property.

from damage during the move-out process.

4.8 Damage

Any damage caused to Common Areas, Resort property or community facilities as a result of a move-in or move-out shall be assessed by Community Management.

The reasonable cost of repair, replacement or reinstatement may be charged to the Owner, Tenant and/or the person responsible for the damage.

5) RESORT OPERATIONS AND GUEST EXPERIENCE

5.1 All move-in, move-out, delivery, fit-out and access activities shall be conducted in a manner that minimises disruption to the operation of the Resort, hotel guests, residents, Owners and other users of the Master Community.

5.2 Community Management may impose reasonable conditions, restrictions or alternative arrangements where necessary to protect:

- a. hotel guest experience;
- b. Resort operations;
- c. security and safety;
- d. landscaping;
- e. Common Areas;
- f. hospitality facilities;
- g. traffic and access management; or
- h. the reputation, appearance and standards of the Resort.

5.3 Owners, Tenants, Occupiers, moving companies, contractors and other service providers shall comply with all reasonable instructions issued by Community Management and Security regarding access, vehicle movement, loading and unloading, parking, use of service routes and protection of Common Areas.

6) DELIVERY AND ACCESS PERMITS

- 6.1 The delivery of furniture, appliances, equipment, construction materials and other large or bulky items to or from a Unit shall be subject to the applicable delivery and access procedures.
- 6.2 Community Management may require a delivery permit, access permit or prior authorisation for deliveries involving:
- a. large vehicles;
 - b. contractors;
 - c. heavy equipment;
 - d. construction materials;
 - e. furniture or bulky items; or
 - f. items that may affect Common Areas or Resort operations.
- 6.3 Deliveries shall take place only during approved delivery hours and through routes designated by Community Management.
- 6.4 Delivery vehicles shall not obstruct roads, emergency access routes, pedestrian areas, entrances, hotel operations or other Common Areas.
- 6.5 Security may verify delivery documentation, vehicle details and the identity of persons seeking access.
- 6.6 Unauthorised deliveries may be refused or removed from the Resort at the responsible party's cost.

7) FIT-OUT AND CONTRACTOR ACCESS

- 7.1 No Owner, Tenant, Occupier, contractor or other person shall commence any fit-out, alteration, renovation, refurbishment or other works requiring prior approval without obtaining the applicable Fit-Out NOC or approval.
- 7.2 All fit-out works shall comply with:
- a. applicable Design Guidelines;
 - b. Resort and Community standards;
 - c. engineering requirements;
 - d. health and safety requirements;
 - e. approved working hours;
 - f. contractor registration requirements;
 - g. access and security procedures; and
 - h. any other applicable requirements issued by Community Management.
- 7.3 Community Management may require contractors to submit:
- a. trade licence;
 - b. identification documents;
 - c. insurance documents;
 - d. method statements;
 - e. risk assessments;
 - f. work schedules;
 - g. material specifications;

- h. permits; and
- i. any other documents reasonably required.

7.4 No contractor, supplier or worker shall access the Resort for fit-out or works purposes unless properly registered and authorised.

7.5 Contractors shall comply with all instructions issued by Community Management, Security and relevant technical personnel.

7.6 All works shall be carried out in a manner that minimises disturbance to hotel guests, residents, Owners and Resort operations.

8) PROPERTY TRANSFER AND NOC PROCEDURES

8.1 General

Any sale, transfer or other disposition of a Unit shall be subject to the applicable Sale and Management Agreement, this Declaration, and the Developer's transfer procedures.

8.2 Notice of Proposed Sale

An Owner proposing to sell a Unit shall submit formal written notice of the proposed sale and the proposed sale price where required under the applicable Sale and Management Agreement.

8.3 Right of First Refusal

Where the Developer has a contractual Right of First Refusal, the Owner shall comply with the applicable notice and response procedures before proceeding with the transfer.

The transfer shall not proceed until the applicable response period has expired or the Developer has confirmed in writing that it will not exercise its Right of First Refusal.

8.4 Transfer Documents

The Developer may require the following documents:

- a. formal sale notification;
- b. Buyer's Profile Form;
- c. valid identification documents;
- d. title deed or evidence of ownership;
- e. title deed investigation or clearance certificate issued by the competent authority, where applicable;
- f. executed Sale Agreement between the seller and purchaser;
- g. original Sale and Management Agreement;
- h. Power of Attorney documents, where applicable;
- i. evidence of settlement of outstanding amounts;
- j. payment of applicable transfer and administrative fees; and
- k. any other documents reasonably required to complete the transfer.

8.5 Transfer Fees

Any transfer fee payable under the Sale and Management Agreement shall be calculated and paid in accordance with the applicable contractual provisions.

8.6 Outstanding Amounts

All outstanding amounts properly due and payable to the Developer, Community Manager, Facilities Manager or other authorized entity shall be settled in accordance with the applicable agreements and procedures before completion of the transfer, to the extent required.

8.7 NOC Issuance

Subject to:

- (a) receipt of all required documents;
- (b) compliance with the applicable Right of First Refusal provisions;
- (c) settlement of applicable amounts and fees; and
- (d) completion of the required transfer procedures,

the Developer and/or authorized Community Management representative shall process the applicable NOC.

8.8 NOC Limitation

The issuance of NOC shall not constitute a waiver of any outstanding contractual obligation, community rule, payment obligation or other requirement applicable to the Owner or Unit unless expressly confirmed in writing by the Developer.

9) ACCESS DEVICES

9.1 Access to the Resort, controlled areas, parking areas, facilities and other restricted locations may be subject to access cards, vehicle access devices, permits, identification systems or other security measures.

9.2 Access devices shall be issued, registered, replaced, suspended and cancelled in accordance with the applicable procedures established by Community Management.

9.3 Access devices may be suspended or cancelled in cases of:

- a. loss or theft;
- b. misuse;
- c. transfer to an unauthorised person;
- d. security concerns;
- e. violation of applicable procedures; or
- f. other legitimate operational or security reasons.

9.4 Owners and Tenants shall ensure that access devices issued to them or to persons authorised by them are used only for their intended purpose.

9.5 Lost or damaged access devices shall be reported to Community Management promptly and replacement charges may apply.

10) SECURITY AND EMERGENCY REQUIREMENTS

- 10.1 All persons accessing the Resort shall comply with Security instructions and emergency procedures.
- 10.2 Security may temporarily restrict access, vehicle movement, deliveries or moving activities where necessary to respond to:
 - a. emergencies;
 - b. fire or life-safety incidents;
 - c. security threats;
 - d. severe weather conditions;
 - e. accidents;
 - f. infrastructure failures; or
 - g. other circumstances affecting the safety or operation of the Resort.
- 10.3 Emergency access routes, fire lanes and designated emergency areas shall always remain clear.
- 10.4 No moving company, contractor or delivery vehicle shall obstruct emergency vehicles or emergency access routes.

11) CONTRACTORS AND SERVICE PROVIDERS

- 11.1 Owners and Tenants shall ensure that contractors and service providers appointed by them comply with all applicable Resort requirements.
- 11.2 Community Management may require contractors to register before entering the Resort.
- 11.3 Contractors shall comply with applicable:
 - a. health and safety requirements;
 - b. security requirements;
 - c. access restrictions;
 - d. working hours;
 - e. environmental requirements;
 - f. waste disposal requirements; and
 - g. Resort standards.
- 11.4 Community Management may suspend or withdraw contractor access where the contractor materially breaches applicable procedures or creates a safety, security or operational risk.

12) ADMINISTRATIVE CHARGES AND DAMAGE

- 12.1 Applicable administrative, access, permit, replacement, inspection or other charges may be imposed in accordance with the approved schedule of charges issued by the Developer and/or Community & Facilities Manager.
- 12.2 Any applicable charge shall be communicated to the relevant Owner, Tenant or responsible party in accordance with the applicable procedures.
- 12.3 Damage to Common Areas, Resort facilities, landscaping, infrastructure or other property may be assessed and charged to the responsible party.
- 12.4 The assessment of damage may include reasonable costs of:

- a. repair;
- b. replacement;
- c. cleaning;
- d. reinstatement;
- e. specialist inspection; and
- f. any other reasonable costs directly arising from the damage.

13) OPERATIONAL PROCEDURES AND UPDATES

- 13.1 The Community & Facilities Manager may issue detailed forms, checklists, permits, approval matrices, email templates, booking procedures and other operational documents to implement these Procedures.
- 13.2 Community Management may amend or update operational requirements from time to time to reflect:
 - a. changes in Resort operations;
 - b. security requirements;
 - c. community conditions;
 - d. hotel operations;
 - e. changes in infrastructure;
 - f. seasonal or peak-period requirements; or
 - g. Good Industry Practice.
- 13.3 Such operational updates shall not amend or override the rights and obligations established under the Master Community Declaration or any applicable agreement.
- 13.4 In the event of any inconsistency between these Procedures and the Master Community Declaration or an applicable contractual agreement, the Master Community Declaration or applicable contractual agreement shall prevail to the extent of the inconsistency.

14) OWNER AND TENANT RESPONSIBILITY

- 14.1 Each Owner shall be responsible for ensuring that its Tenant, Occupiers, employees, contractors, agents, moving companies and other persons acting on its behalf comply with these Procedures.
- 14.2 Each Tenant shall be responsible for ensuring that its Occupiers, employees, contractors, agents and service providers comply with these Procedures.
- 14.3 A failure by a contractor, moving company, agent or other third party to comply with these Procedures shall not relieve the relevant Owner or Tenant of its obligations under the applicable agreements.

15) CONTACT AND SUBMISSION OF REQUESTS

All move-in, move-out, delivery, fit-out, contractor registration, access and property transfer requests shall be submitted through the channels designated by Community Management from time to time.

SCHEDULE 11 – ADMINISTRATIVE CHARGES, CONTRACTUAL PENALTIES AND ENFORCEMENT MEASURES

This Schedule forms part of this Declaration and establishes the general framework for the imposition of administrative charges, contractual penalties, warnings and other enforcement measures in respect of any breach of this Declaration, the Community Rules and Regulations or any other applicable requirements governing the Master Community.

Any failure to comply with this Declaration, the Community Rules and Regulations or any other applicable requirements may, where permitted by Applicable Law, result in the imposition of administrative charges, contractual penalties and/or other appropriate enforcement measures.

The specific breaches to which administrative charges or contractual penalties may apply, together with the applicable amounts, procedures and enforcement measures, shall be determined and issued separately from time to time by the Developer and/or the Community & Facility Manager in accordance with this Declaration and Applicable Law.

The Developer may introduce, amend, replace or update the applicable schedule of administrative charges, contractual penalties and enforcement measures from time to time, in accordance with this Declaration and Applicable Law.

The imposition of any administrative charge or contractual penalty shall be without prejudice to any other rights or remedies available to the Developer and/or the Community & Facility Manager under this Declaration, the Community Rules and Regulations or Applicable Law.