

Schedule 1

BAY CENTRAL COMMUNITY RULES

1 General

1.1 Introduction

Community Rules are implemented to maintain harmony and a reasonable living environment for every Owner and Occupier. They ensure that the behaviour of all Owners, Occupiers and their guests is of an acceptable standard for the well being of other Owners and Occupiers in the Building. All Owners and Occupiers must be familiar with and abide by the Community Rules at all times and must ensure that their Invitees abide by the Community Rules.

1.2 Definitions and Interpretation

References in these Community Rules to:

- (a) the "Owners Association" includes a reference to the Association Manager;
- (b) the "Owner" includes a reference to the "Occupier" of that Unit where relevant; and
- (c) all other capitalised terms have the meanings defined in this Declaration.

1.3 Permitted Use

- (a) An Owner must ensure that its Unit is used strictly for its permitted use as specified in the Declaration.
- (b) An Owner shall not allow its Unit to be occupied for short term letting and shall make all reasonable endeavours to ensure that the Occupier of its Unit shall comply with such restriction.
- (c) An Owner must not use its Unit or the Common Areas for any illegal or immoral act nor for any use that may harm the reputation of the Building or any other Owner.
- (d) An Owner must not use or occupy its Unit, the Common Areas or any part of the Building for any purpose that is prohibited by Applicable Law and must fully comply with all prevailing Applicable Laws in respect to its use and occupation of its Unit, the Common Areas and the Building.
- (e) An Owner must not conduct, or permit to be conducted in or upon any part of the Building including the Unit, any auction, clearance or liquidation sale without the prior written consent of the Owners Association and without procuring the necessary permit from the Relevant Authorities.
- (f) An Owner of a Unit must not allow the number of people in the Unit at any time to exceed the number of people that the Unit is designed to occupy.

1.4 Insurance

An Owner must obtain and maintain insurance in respect of its Unit and contents for such amounts, on such terms and with such an insurer as is reasonably acceptable to the Owners

Association and shall provide a copy of such insurance policy if and when requested by the Owners Association from time to time.

1.5 Obligation to Maintain Unit

- (a) An Owner must maintain, repair and keep the whole of its Unit in good and substantial repair, working order and condition in accordance with the Declaration (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in the Unit) to a standard equivalent to or greater than the standard of the Common Areas of the Building at all times.
- (b) An Owner must, without affecting the generality of above, at the Owner's expense:
 - (i) cause its Unit to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish;
 - (ii) keep clean and maintain in good order, repair and condition all fittings, plant, furnishings and equipment in its Unit and in particular shall have a maintenance contract for the quarterly service of the air conditioning units with the Owners Association or any other third party contractor approved by the Owners Association (in which case a copy of the contract must be submitted to the Owners Association);
 - (iii) immediately repair all broken glass (excluding exterior windows which shall be repaired by the Owners Association at the Owner's cost) with glass of the same or similar quality and all damaged or broken lighting, electrical equipment (including light globes and fluorescent tubes) and plumbing installed upon the Unit;
 - (iv) not use or permit to be used the lavatories, sinks and drainage and other plumbing facilities in its Unit or the Common Areas for any purpose other than those for which they were constructed or provided and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter. Any damage caused to such facilities by the misuse of the Owner shall be made good immediately by the Owner upon notification of the same.
- (c) An Owner must not undertake any alteration, renovation or other works to its Unit without the express written consent of the Owners Association in accordance with the Architectural Code.

1.6 Behaviour of Owners

- (a) An Owner must not create any noise in its Unit or the Common Areas likely to interfere with the peaceful enjoyment of other Owners in the Building or any person lawfully using the Common Areas or the Building.
- (b) An Owner must not carry out any nuisance, obnoxious or offensive activities in its Unit or the Common Areas, nor shall it do or allow to be done or maintained on any part of the Building any activity which may be or may become an annoyance or nuisance to other Owners in the Building or any person lawfully using the Common Areas or the Building.
- (c) An Owner when on the Common Areas must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the other Owners in the Building or any person lawfully using the Common Areas or the Building.

- (d) An Owner must use all reasonable commercial endeavours to ensure that any Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Occupier in the Building or any person lawfully using the Common Areas or the Building.

1.7 Appearance of Unit

- (a) An Owner must not, without the prior written approval of the Owners Association, maintain within its Unit (or on any Terrace Area or Balcony) any item or furnishing that is visible from the Common Area or outside the Building that, when viewed from the Common Area or outside the Building, is not in keeping with the rest of the Building.
- (b) An Owner must not, except with the prior written approval of the Owners Association, hang any washing, towels, bedding, clothing or other article on any part of its Unit (or on any Terrace Area or Balcony) in such a way as to be visible from outside the Building.

1.8 Floor Coverings

- (c) An Owner of a Unit must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Unit.
- (d) An Owner must obtain written approval of the Owners Association prior to altering or replacing the floor coverings or surfaces of its Unit unless such replacement is equivalent to the existing floor coverings or surfaces in the Unit.

1.9 Security

- (a) An Owner must use all reasonable endeavours to keep its Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when the Unit is not occupied. An Owner expressly authorises the Owners Association and the Association Manager to enter and secure its Unit at the Owners or Occupiers' cost if the Unit is left unsecured and unoccupied.
- (b) An Owner must strictly comply with all rules and directions of the Owners Association with respect to any security procedures implemented from time to time by the Owners Association.
- (c) An Owner must ensure that all Invitees sign in and out at the Building's reception desk when entering and exiting the Building.

1.10 No Smoking

- (a) Smoking is not permitted in the Building (including the Common Areas) except in such areas designated as 'Smoking' areas, if any, as determined by the Owners Association or any Relevant Authorities from time to time.
- (b) The Owners Association shall be permitted to change the smoking policy within the Building from time to time in response to changes in the Applicable Law or market practices.

1.11 Preservation of Fire Safety

An Owner must not do anything (and must use all reasonable commercial endeavours to ensure that any of its Occupiers and Invitees do not do anything) in its Unit, the Common Areas or the Building that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Units, the Common Areas or the Building.

1.12 Prevention of Hazards

- (a) An Owner must not do anything (and must use all reasonable commercial endeavours to ensure that its Occupiers and Invitees do not do anything) in its Unit, the Common Areas or the Building that is likely to create a hazard, danger or reduce the level of fire safety, to any other Owner or any person lawfully using the Common Areas or the Building.
- (b) An Owner must not without the prior written approval of the Owners Association, use or store in the Unit or on the Common Areas any inflammable chemical, liquid or gas or other inflammable material.
- (c) **Rules 1.12 (a) and (b)** do not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (d) An Owner must not (and must use all reasonable endeavours to ensure that its Occupiers and Invitees do not) leave glass containers in the Common Areas.
- (e) An Owner must not leave any cooking appliance unattended when in use and must only use cooking appliances in the designated kitchen areas.
- (f) No barbecues or cooking equipment of any nature is allowed to be used on the Balconies or Terrace Areas.
- (g) An Owner must not throw any items of any nature whatsoever from the windows, Balconies or Terrace Areas of the Building.

1.13 Cyclists

- (a) Owners are not permitted to ride bicycles within the Plot boundary and all bicycles must be dismounted before entering into the Plot boundary. Any person not abiding by this Rule does so at their own risk.
- (b) Bicycles are not permitted in the Building's entrance lobby, corridors, lifts or fire evacuation stair wells.

1.14 Animals

- (a) An Owner must not keep any animal (except fish kept in a secure aquarium in the Unit) in its Unit or on the Common Areas at any time.
- (b) This **Rule 1.14** does not prohibit or restrict the keeping in a Unit of a dog used as a guide or hearing dog by an Owner of a Unit or the use of a dog as a guide or hearing dog in a Unit or on the Common Areas.]

2 Common Areas

2.1 Obstruction of Common Areas

- (a) An Owner must not obstruct the lawful use of the Common Areas by any person except on a temporary and non-recurring basis without the prior written consent of the Owners Association.
- (b) An Owner must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Common Areas.
- (c) If an Owner fails to comply with this **Rule 2.1**, the Owners Association is entitled to remove any obstructing items and place them in the Owners Unit, store such items or dispose of the items at the Owner's sole cost and expense without notice to the Owner.

2.2 Damage to Common Areas

- (a) An Owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Areas without the prior written approval of the Owners Association.
- (b) An approval given by the Owners Association under **Rule 2.2(a)** cannot authorise any additions to the Common Areas.
- (c) This **Rule 2.2** does not prevent an Owner or person authorised by an Owner from installing:
 - (d) any locking or other safety device for protection of the Owner's Unit against intruders or to improve safety within the Owner's Unit, or
 - (e) any screen or other device to prevent entry of animals or insects to its Unit; or
 - (f) any device used to affix decorative items to the internal surfaces of walls in the Owner's Unit.
- (g) Any such locking or safety device, screen, or other device or sign referred to in **Rule 2.2(c)** must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Association about such installations or, in the absence of such guidelines, is in keeping with the appearance of the rest of the Building.
- (h) An Owner must make good any damage, breakage or defect to the Common Areas or any fixtures and fittings to any other Unit occasioned by want of care, misuse or abuse on the part of the Owner, or the Owner's Invitees.
- (i) An Owner must give the Owners Association prompt notice in writing of any defect or services to or fittings in need of repair in the Common Areas and of any circumstances likely to be or cause any danger, risk or hazard to the Common Areas or any person.

2.3 Damage to Lawns and Plants on the Common Areas

An Owner must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Common Areas, or

- (b) use for its own purposes as a garden any portion of the Common Areas.

2.4 Furniture and Equipment on the Common Areas

- (a) All furniture and equipment located on the Common Areas has been provided for the safety, comfort and convenience of all Owners and must not be damaged or removed by an Owner without permission of the Owners Association.
- (b) An Owner shall be responsible to make good any damage or loss caused by an Owner or Invitee.

2.5 Children Playing on the Common Areas

An Owner must not permit any child of whom the Owner has control:

- (a) to play, or remain on the Common Areas within the Building unless accompanied by an adult exercising effective control including the car parking area or other area of possible danger or hazard to children.
- (b) to use the walls or floors for ball games, skateboarding or cycling or to deface the walls or Common Areas.

3 Garbage Disposal

3.1 Depositing Garbage and Other Material on the Common Areas

An Owner must not deposit or throw on the Common Areas any garbage, dirt, dust or other material or discard any items on the Common Areas except with the prior written approval of the Owners Association.

3.2 Garbage Disposal

- (a) An Owner must not accumulate rubbish in, on or around its Unit, the Common Areas or the Building and shall ensure that all rubbish and refuse is removed from its Unit to such locations as determined and notified to the Owner by the Association Manager from time to time.
- (b) An Owner, in relation to the designated shared receptacles for garbage, recyclable material or waste, must:
 - (i) ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, if any; and
 - (ii) promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) An Owner must:
 - (i) comply with the Owners Association requirements for the storage, handling and collection of garbage, waste and recyclable material, and



- (ii) notify the Association Manager of any loss of, or damage to, receptacles provided by the Association Manager for garbage, recyclable material or waste.
- (d) The Owners Association may post signs on the Common Areas with instructions on the handling of garbage, recyclable material and waste.
- (e) This **Rule 3.2** does not require an Owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (f) If an Owner fails to remove any garbage, recyclable material or waste strictly in compliance with this **Rule 3.2**, the Owners Association shall be entitled to enter its Unit and remove the garbage, recyclable material or waste at the Owner's sole cost and expense.

4 Leisure Facilities

4.1 Operating Hours

The hours of operation of the Leisure Facilities are [6.00 am to 10.00 pm daily.]

4.2 Use

- (a) All Owners must comply with all rules and directions of the Owners Association or the Association Manager, from time to time, in accordance with the Jointly Owned Property Law and the Constitutional Documents and any other rule, direction or resolution pertaining to the use of the Leisure Facilities.
- (b) The Leisure Facilities are for the use of Owners of the Building and their Occupiers. A non-resident Owner is deemed to have assigned its rights to use the Leisure Facilities to its Occupier.
- (c) All Invitees must be accompanied by an Owner (or Occupier if the Owner has assigned its rights to use the Leisure Facilities to an Occupier) when using the Leisure Facilities and the Owner (or Occupier) shall be responsible for the behaviour of its Invitees.
- (d) Any child of whom the Owner has control under the age of thirteen (13) years must be accompanied by an adult when using the Leisure Facilities.
- (e) Owners must be appropriately dressed when using the Leisure Facilities in consideration of other Owners of the Building and for hygiene and modesty reasons.
- (f) The Association Manager reserves the right to exclude any person from using the Leisure Facilities should such person be in breach of the Community Rules relating to the Leisure Facilities.

4.3 Disclaimer

The Owners Association shall not be responsible for any injuries, damage or loss sustained by Owners, Occupiers or Invitees when using the Leisure Facilities.



4.4 Gymnasium

4.4.1 Use

- (a) Use of weight equipment is restricted to adults (aged eighteen (18) years or older). Youths aged thirteen (13) to seventeen (17) may use the weight equipment if they are being supervised by an adult.
- (b) No food or beverages may be consumed in the gymnasium except for bottled water.
- (c) Use of cardiovascular equipment is restricted to twenty (20) minutes when others are waiting.
- (d) Weights must be lowered gently and not dropped on the ground.
- (e) No equipment may be removed from the gymnasium.
- (f) An Owner may only bring in a maximum of two (2) Invitees into the gymnasium at any one time.
- (g) Personal trainers or coaches may not provide training for a fee to Owners and/or Occupiers in the gymnasium without the prior approval of the Owners Association. Upon granting such approval the Owners Association may charge a fee to the personal trainer or coach for usage of the gymnasium on a time basis.

4.5 Swimming Pool

4.5.1 Use

- (a) Owners must shower before using the swimming pool and must use the swimming pool in a sensible, safe manner and in consideration of other Owners. Ball sports, skateboards, diving and rough play are strictly prohibited in and around the swimming pool area.
- (b) Any child of whom the Owner has control under the age of five (5) years (and any other child that is not a competent swimmer) must have an adult in the swimming pool with them at all times and within arms reach. Any child of whom the Owner has control between the ages of five (5) years and thirteen (13) years must have an adult present in the swimming pool area.
- (c) An Owner may not enter the pool if they have open wounds or are suffering from infectious diseases.
- (d) An Owner must not have food, drinks or glass items in the swimming pool area.
- (e) Swimming coaches may not provide training/lessons for a fee to Owners and/or Occupiers in the swimming pool without the prior approval of the Owners Association. Upon granting such approval the Owners Association may charge a fee to the personal trainer or coach for usage of the swimming pool on a time basis.

5 Deliveries and Removals

5.1 Loading Bay

- (a) An Owner must follow the directions of the Association Manager with respect to the use of the Loading Bay and must use the Loading Bay solely for the delivery or removal of furniture and large items.



- (b) An Owner must not park or leave any vehicle unattended in the Loading Bay at any time or leave any items within the Loading Bay that may obstruct its use by other Owners.

5.2 Movement of Goods

- (a) An Owner must not without the prior written consent of the Owners Association and/or the Association Manager use any passenger lifts or escalators in the Building for the transportation of its furniture without the prior consent of the Owners Association and/or the Association Manager.
- (b) An Owner shall be responsible for the conduct and behaviour of their appointed contractors. Any damages to the building and equipment caused by moving of furniture or other effects shall be replaced or repaired at the expense of the Occupier concerned.
- (c) An Owner must ensure that all deliveries and removals (and workmen) use only designated lifts and staircases so as not to inconvenience other Owners and Occupiers.
- (d) The Owner must ensure that adequate measures are taken to protect the Common Areas during any bulk deliveries or removal work.
- (e) An Owner must ensure that packing and crating materials must be removed and disposed of in an appropriate manner on the same day that they are brought in.

5.3 Timings

Bulk deliveries and removals should be carried out during the following hours:

Sundays – Thursdays 9.00 am - 5.00 pm

Fridays, Saturdays and Public Holidays 9.00 am - 1.00 pm

5.4 Permission Required

The Owner must obtain permission from the Association Manager at least forty eight (48) hours in advance for bulk deliveries and removals. The Owner acknowledges that in the event that permission has not been applied for, the Association Manager may deny entry to the contractor for this purpose.

5.5 Notification

An Owner must ensure that all bulk deliveries and removals are reported to the Association Manager or security guard on duty before any bulk delivery or removal is made or the contractor may be refused entry.

6 Car Parking Rules

6.1 Car Park Access Cards

- (a) One Car Park access card shall be issued to each Owner for each Car Space attached to its Unit free of charge. Replacement access cards will be available from the Association Manager upon application and subject to a specified fee which may be fixed by the Owners Association from time to time.
- (b) Only a vehicle with a valid access card will be granted access to the Car Park.

- (c) The procedure for application for a Car Park access card will be determined by the Owners Association from time to time at its discretion and notified to Owners.

6.2 Compliance

An Owner must comply with all rules and directions of the Owners Association and the Association Manager (and any appointed car parking operator) in accordance with this Declaration and any other resolution pertaining to the use of the Car Parks including all rules and directions with respect to the Owner's use of its designated Car Parking Spaces.

6.3 Storage of Items

A Car Parking Space may not be used for recreation, storage or repair works by an Owner without the prior written approval of the Owners Association.

6.4 Speed Limit

An Owner shall not exceed the speed limit of 15 km/h in the Car Park.

6.5 Washing of Vehicles

An Owner shall not wash a vehicle in the Car Park except in any area designated by the Owners Association as a car washing bay.

6.6 Additional Rules

- (a) An Owner must not sound a car horn in the Car Park or vicinity of the Building except in case of emergency.
- (b) An Owner must not drop any litter in the Car Park and must clear up any spillage, oil or any other substance emitting from its vehicle(s) in the Car Park at its own cost. If an Owner fails to clear up any spillage within twenty four (24) hours of the spill occurring or in case of emergency, the Owners Association may arrange for the spillage to be cleared and recover the cost of doing so from the responsible Owner.
- (c) An Owner shall not park any vehicle in the Car Park including, but not limited to, motorcycles, scooters, electrically powered mobility devices, trucks, caravans, motor homes or trailers unless such vehicle wholly fits within the Owner's designated car parking space.

6.7 Liability

- (a) The Owners Association shall not be responsible for any loss, damages or claims arising from use of the Car Park.
- (b) All and any charges incurred by the Owners Association for breach of the Community Rules by an Owner in relation to the Car Park shall be charged to the Owner responsible.
- (c) An Owner shall park any vehicle in the Car Park at its own risk and the Owners Association shall not be liable for any theft, damage or other misdemeanour caused to vehicles or contents of a vehicle.
- (d) An Owner shall be responsible for obtaining and maintaining the appropriate form of insurance for any motor vehicle(s) and the contents of such motor vehicle(s) parked in the Car Park.

7 Retail Rules

7.1 Licensing Requirements

- (a) An Owner of a Retail Unit must provide the Owners Association with a copy of its Dubai Economic Department Licence (or other relevant licence) (the "Licence") permitting the Owner to operate its business from its Unit prior to the Owner occupying its Unit and thereafter within fourteen (14) days from the date of each renewal of the Licence.
- (b) The Owner of a Retail Unit shall at all times conduct its business from its Unit under the business or trade name specified on the Licence supplied to the Owners Association in accordance with **Rule 7.1 (a)** and shall at all times conduct its business strictly in accordance with the conditions contained in the Licence.

7.2 Retail Use

An Owner of a Retail Unit must ensure that its Unit is used strictly for commercial purposes in accordance with the conditions contained in its Licence and shall not at any time allow any person to reside in or sleep overnight in its Unit at any time.

7.3 Controls on Hours of Operation and Use of Facilities

- (a) The Owners Association may, by Simple Resolution, determine that retail or business activities may be conducted only during certain times, if it considers the determination is appropriate or necessary for the control, management, administration, use or enjoyment of the Units and/or the Common Areas.
- (b) An Owner of a Retail Unit must fully comply with all determinations of the Owners Association made in accordance with **Rule 7.3 (a)**.

7.4 Fitout

- (a) An Owner of a Retail Unit must complete the fitout of its Unit at its own expense and strictly in accordance with the requirements of the Owners Association from time to time (the "**Fitout Criteria**").
- (b) An Owner of a Retail Unit shall not be permitted to occupy its Unit or operate its business from its Unit before the approved fitout and other facilities installed in its Unit have been inspected and approved by the Owners Association and a completion certificate has been issued by the Owners Association stating that the fitout has been executed in accordance with the fitout Criteria to the satisfaction of the Owners Association.
- (c) The Owners Association shall not be held responsible for, and the Owner is not entitled to make any claim(s) in respect of, any delay in its occupation of its Unit or commencement of its business from its Unit caused by rectification of any breach of the fitout Criteria as determined by the Owners Association.
- (d) All materials and equipment used for the purpose of fitting out and decorating its Unit must be kept wholly within its Unit at all times and the Owners Association shall be entitled to remove, store or otherwise dispose any such materials and equipment from the areas outside its Unit at the cost of the Owner.

7.5 Works

- (a) An Owner of a Retail Unit must notify the Owners Association in writing, not less than forty eight (48) hours prior to any works to be undertaken to its Unit, and provide details of the contractors engaged to undertake the works.
- (b) An Owner of a Retail Unit indemnifies, and keeps indemnified, the Owners Association and all other Owners and Occupiers in the Building against any loss suffered arising from or connected to the Owner's or Occupier's works.

7.6 Storage

- (a) An Owner of a Retail Unit must only store or stock goods or equipment in its Unit that are necessary to undertake the permitted use and shall ensure that such goods or equipment are stored in its Unit in a proper manner, without creating any mezzanine levels or using false ceilings as storage areas without the express written approval of the Owners Association.
- (b) An Owner of a Retail Unit must not use or permit to be used the Loading Bay for the storage of goods or for any other purpose other than for the prompt loading and unloading of goods.
- (c) An Owner of a Retail Unit must not store any inflammable materials in its Unit nor have any naked flames or the burning of incense within the Unit.
- (d) An Owner of a Retail Unit must not suspend heavy loads from ceilings, the main structure, or suffer floors to be loaded beyond safety limits and the Owners Association is not responsible for any claims, losses, damages or injuries which may result from a breach by the Owner of this Rule 7.6.

7.7 Signage

- (a) An Owner of a Retail Unit must not, without the prior written approval of the Owners Association, erect, display, affix or exhibit on or to the exterior of its Unit (or in the interior of its Unit that are visible from outside of the Unit), any signs, lights, embellishments, advertisements, names or notices which do not conform to the requirements and standards of the Owners Association as to design, quality, size and appearance.
- (b) An Owner of a Retail Unit must not by the installation of any fittings, equipment, facilities, illumination or otherwise, spoil, impair or detract from the impression of its Unit or the Building generally.
- (c) An Owner of a Retail Unit must ensure that the colour, design, fabrication and installation of signage at its Unit shall be approved by the Owners Association and that such signage only contain the trade names of the business and its logo (if any) of the business operating from its Unit.
- (d) An Owner of a Retail Unit must not install any moving, blinking, animated or audible signs within its Unit that are visible from outside of the Unit.

7.8 Advertising

- (a) An Owner of a Retail Unit must not place or display any merchandise or advertising material of any nature whatsoever outside its Unit or in any part of the Common Areas or Building without the prior written approval of the Owners Association.

- (b) An Owner must not, without the prior written consent of the Owners Association, deliver merchandise or solicit business anywhere within the Building (other than its Unit) nor distribute pamphlets or other advertising materials on motor vehicles parked in the Car Park(s) or to any other Unit in the Building, nor leave any merchandise or advertising materials on or within the Building (other than its Unit) at any time.

7.9 General Rules

1. An Owner shall not allow alcohol to be served at its Retail Unit unless the appropriate licensing approval has been obtained from the Relevant Authorities by the Owner at his sole cost.
2. An Owner shall keep its Retail Unit appropriately stocked, staffed and open for business during the usual retail business hours for such similar businesses operating in the Master Community.
3. An Owner must not trade from its Retail Unit or open its Retail Unit for business at or during any times prohibited by law.
4. An Owner shall ensure that the window displays, if any, are tastefully and professionally arranged and rotated frequently and shall comply with all reasonable requests made from time to time by the Owners Association and immediately remove any distasteful window displays as determined by the Owners Association. If the Owner fails to remove any distasteful window displays immediately, the Owners Association shall be entitled to enter the Unit and do so at the Owner's sole cost and expense.
5. An Owner agrees to adjust or replace the shop fitout and decorative finishes when such fitout has depreciated due to wear and tear or is no longer fashionable or in keeping with the rest of the Building as determined by the Owners Association from time to time.
6. Windows, shop frontage and any glass or tiled areas of a Retail Unit must be cleaned daily by the Owner outside of the usual trading hours. Any spillage from such cleaning shall be removed immediately. If the Owner fails to fully comply with this Rule, the Owners Association shall be entitled to enter the Unit and do so at the Owner's sole cost and expense.
7. An Owner shall not conduct, or permit to be conducted in or upon its Retail Unit, any auction, clearance or liquidation sale without the prior written consent of the Owners Association and without procuring the necessary permit from the Relevant Authority.
8. These Retail Rules are equally binding on the Owner's employees, Occupiers and Invitees and the Owner shall use all reasonable endeavours to ensure that they comply with these Retail Rules at all times.
9. The Owners Association reserve the right to amend these Retail Rules in any way whatsoever with respect to the Unit and the Building from time to time and such amendments will be in force and binding against any Owner and Occupier of the Unit at all times.

Schedule 2

Architectural Code

1 Overview

1.1 Purpose of this Architectural Code

The purpose of this Architectural Code is to control the external appearance of the Building (including the Common Areas and the Units) by governing any works to be undertaken to the Building in order to:

- (a) preserve the design integrity and architectural quality of the Building;
- (b) recognise the different needs of the Owners and Occupiers of the Units, while having proper regard to the common interest of all the Owners and Occupiers of the Building as a whole;
- (c) maintain the high aesthetic standards that make the Building an attractive and desirable place to reside or operate a retail business from; and
- (d) to uphold property values for the Owners.

1.2 What does this Architectural Code Regulate?

This Architectural Code regulates all works to be undertaken to the Building where compliance with this Architectural Code is required under the Declaration. Generally this Architectural Code will apply to all works which impact on the external appearance of the Building, the Common Areas and/or the Units.

1.3 Who must comply with this Architectural Code?

The Owners Association and all Owners and Occupiers (and other parties bound by this Declaration) must comply with this Architectural Code, and where required must obtain all consents under this Architectural Code before doing any works to the Common Areas or Unit, as the case may be.

1.4 Can this Architectural Code be varied by the Owners Association?

The Owners Association may vary the provisions contained in this Architectural Code by the passing of a Special Resolution in accordance with the Constitution and the Jointly Owned Property Law.

1.5 Disputes

The dispute resolution provisions contained in the Constitution apply to any dispute as to the interpretation or application of this Architectural Code and to any dispute with respect to the granting or refusal of any consent under this Architectural Code.

2 Approvals

2.1 Approvals from the Relevant Authorities

The Owners Association, Owners and Occupiers must obtain all necessary consents and approvals from the Master Developer and all other Relevant Authorities before it carries out any works.

2.2 When can the Owners Association or Owner Apply for Consent from a Relevant Authority?

- (a) Owners and Occupiers may apply for approval from a Relevant Authority to carry out works to its Unit only after the Owners and/or Occupiers have obtained consent from the Owners Association and the Master Developer, if required under the Constitutional Documents.
- (b) The Owners Association may apply for approval from a Relevant Authority to carry out works to its Unit only after the Owners and/or Occupiers have obtained consent from the Master Developer, if required under the Constitutional Documents.

2.3 Approving Applications to Relevant Authorities

If the works contemplated in an application by another Owner or Occupier have been approved by the Owners Association, other Owners and Occupiers must not unreasonably refuse to consent to an application to the Master Developer or any other applicable Relevant Authority made by that Owner or Occupier and must execute any documentation necessary to evidence such consent.

3 Architectural Standards

3.1 General Application

- (a) The Owners Association, an Owner or Occupier must not, except as otherwise provided in this Architectural Code, carry out any works to any external area or Façade or structure within the Common Area or Unit without the consent of the Master Developer unless the works involve the repair, maintenance, replacement or refurbishment of an existing area, Façade or structure and the appearance of such area, Façade or structure shall be substantially the same as its appearance as at the date of Registration of this Declaration or its appearance as previously approved by the Master Developer.
- (b) For the avoidance of doubt, the Owners Association, an Owner or an Occupier must not, except as otherwise provided in this Architectural Code, carry out any works to any external area or Façade or structure within the Common Area or Unit which substantially changes the external appearance of the Common Area or Unit including any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (vi) the nature of any hard surface, paving or walkway;
 - (vii) any satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); and/or
 - (viii) the external lighting and/or security devices,

4 Building Standards

- (a) In addition to complying with this Architectural Code at all times, the Owners Association, an Owner or an Occupier must ensure that all works undertaken to the Common Area or its Unit:
 - (i) are in compliance with all laws and regulations and the Constitutional Documents;
 - (ii) are undertaken by reputable, qualified and licensed professional trades people (and where appropriate licensed contractors) experienced in undertaking such works;
 - (iii) are undertaken in a proper, workmanlike and timely manner;
 - (iv) are undertaken promptly and in a manner in which the least inconvenience is caused to Owners and Occupiers;
 - (v) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
 - (vi) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such works do not impact on the structural integrity of the Building.
- (b) In undertaking any works, the Owners Association, an Owner or an Occupier must ensure that all debris is regularly removed and the Building is left clean and tidy at all times during the undertaking of the works and once the work is completed.
- (c) An Owner or Occupier must repair any damage caused to any Common Areas during or as a result of its works.

5 Working Hours

- (a) Approved work shall only be carried out from Sunday to Thursdays inclusive between the hours and 9.00 am and 5.00 pm or such other hours approved in writing by the Owners Association.
- (b) No work shall be carried out on Fridays, Saturdays & Public Holidays.
- (c) An Owner may apply to the Owners Association for written approval to work extended hours provided such extended hours do not disturb other Occupiers in the Building. Such approval is at the discretion of the Owners Association.

6 Insurance

- (a) The Owners Association, an Owner or an Occupier must ensure that all trades people who undertake any works to the Common Areas or Units are adequately insured and comply with all Applicable Laws.
- (b) An Owner (and, where applicable, Occupier) indemnifies and keeps indemnified the Owners Association and the other Owners or Occupiers against any loss that may be suffered by another Owner or Occupier that may result from any defective work undertaken to its Unit and the entry of any trades people onto another Unit or the Common Areas.

7 Application Process

7.1 Making an Application

- (a) Should an Owner or Occupier desire to undertake any Fitout works, building work or alterations to its Unit, it shall submit to the Association Manager a proposal:
- (i) detailing the nature and extent of the proposed works;
 - (ii) attaching plans and specifications of the proposed works;
 - (iii) specifying the estimated time period for the carrying out of the proposed alterations or building works;
 - (iv) stating whether any Common Areas will be affected; and
 - (v) if the proposal is being submitted by an Owner or Occupier, attaching an original written consent by the Owners Association consenting to the proposed works within the Unit (as the case may be),

(the "Building Works Proposal").

- (b) The Association Manager shall submit the Building Works Proposal to the Board (or its delegated representative) for consideration and shall use all reasonable commercial endeavours to respond to the applicant within twenty (20) Business Days advising whether the Building Works Proposal has been approved.
- (c) The Board may require the applicant to submit further plans or specifications and may appoint consultants to review and make recommendations regarding the Building Works Proposal. All consultants' costs are the responsibility of the applicant.
- (d) The Board may require variations to the Building Works Proposal submitted by the applicant to ensure that the proposed work accords with this Architectural Code including, without limitation, being in keeping with the design, standard and quality of the Building. The applicant may amend the Building Works Proposal and resubmit it to the Association Manager for approval until such time as the Building Works Proposal is approved by the Board.
- (e) The Owners Association may charge the applicant a fee for processing the Building Works Proposal as determined in accordance with the Association Management Agreement and may require the applicant to pay a security deposit as security for any damage caused to the Building arising from the undertaking of the proposed works.
- (f) The Owners Association may charge the applicant a reasonable fee for assessing the Building Works Proposal including any expenses incurred by the Owners Association in such process.
- (g) Following approval by the Board of the Building Works Proposal, the applicant shall be responsible, at his own expense, to obtain all necessary consents, approvals and licences (including for the avoidance of doubt, any necessary consent from the Master Developer (if any) and any other Relevant Authorities) in relation to the works outlined in the Building Works Proposal (the "**Authority Consent**").
- (h) The applicant shall not commence any building works until such time as the applicant has obtained the written consent to the Building Works Proposal and has provided the Association Manager a copy of the Authority Consent.

- (i) The applicant shall proceed with the building works strictly in accordance with the Authority Consent and the approved Building Works Proposal and shall ensure that the building works are completed in a timely, proper and workmanlike manner.
- (j) During and upon completion of the building works by the applicant the Board and the Association Manager (or its representative) may inspect the building works at any time to ensure that they are being, or have been, undertaken in accordance with the Authority Consent, the approved Building Works Proposal. The applicant must rectify, replace and/or remove any items as notified by the Association Manager that have been constructed or installed otherwise than in accordance with the Authority Consent, the approved Building Works Proposal as determined by the Board (or its representative) in its absolute discretion.
- (k) In the event that an Occupier undertakes the building works on behalf of the applicant, the applicant remains solely liable for the building works and for ensuring that the building works are undertaken by the Occupier in accordance with the Building Works Proposal and the Authority Consent.
- (l) The applicant indemnifies and shall keep indemnified the Owners Association and the other Owners and Occupiers against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or any damage to any land or property) arising directly or indirectly from the undertaking of the building works.

7.2 Conditional Approvals

The Owners Association may make conditions if they approve a Building Works Proposal. These conditions may include (but are not limited to):

- (a) a reasonable time frame for the works to be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) the materials to be used and methods of construction to be adopted.

7.3 Standing Approvals

The Owners Association may grant an Owner or Occupier a standing approval to undertake a specified type of work from time to time without the necessity for seeking further approval from the Owners Association on each occasion.

7.4 Revoking Approval

The Owners Association may revoke its approval if an Owner or Occupier does not comply with conditions of the approval including any condition that the works be complete within a specified time frame.