

Memorandum and Articles of Association

Tala Island

This Thursday; 4th of Dhulqieda 1438 AH, corresponding to 27th July 2017 AD, before me, Notary Public at Notary Directorate in Bahrain, the following parties appeared:

M/s Tala Property Development W.L.L, a company registered under No. represented herein by Mr. Ashraf Samir Seleem Othman, Jordanian national, holding ID No. under Minutes of Board Meeting dated 16/3/2016, in the company's capacity as the authorized signatory on behalf of:

1. By virtue of power of attorney, notarized under number 2017044796, on behalf of M/s Osus B.S.C. (closed), CR no represented by Ashraf Sameer Saleem Othman, Jordanian national, ID number by virtue of Minutes of meeting dated 16/3/2016 in their capacity as owners of commercial building property no 02020786,
2. By virtue of power of attorney, notarized under number 2011017516, on behalf of Mr. SHAWQI ABDULLA ABDULHUSAIN KHALAF, Bahraini national, ID number in his capacity as representative of Garden view owners association notarized under number 2017048279.
3. By virtue of power of attorney, notarized under number 2016057850, on behalf of Mr. IQBAL MOHAMED EBRAHIM JASIM SHIHAB, Bahraini national, ID number in his capacity as representative of Palm owners association notarized under number 2017048282.
4. By virtue of power of attorney, notarized under number 2012051762, on behalf of Mr. QAIS FAISAL SALEH ALMASQATI, Bahraini national, ID number in his capacity as representative of Marina owners association notarized under number 2017047029.
5. By virtue of power of attorney, notarized under number 2015012723, on behalf of Mr. ESMAEEL MOHAMED MOHAMED RASHEED FIKRI, Bahraini national, ID number in his capacity as representative of Coral owners association notarized under number
6. By virtue of power of attorney, notarized under number 2011012410, on behalf of Mr. STEPHEN JOHN TOLLE, American national, ID number in his capacity as representative of Sea View-A owners association notarized under number 2017051130.



7. By virtue of power of attorney, notarized under number 2017044801, on behalf of
registered in Ministry of Industry and Commerce
under CR no represented herein by
national, ID number , BY VIRTUE OF
AUTHORIAZATION NO 2017/ع.ق.53 Dated 07/06/2017 in their capacity as
owners of houses no 1141 – 1033.
8. By virtue of power of attorney, notarized under number 2012005634, on behalf of
national, ID number
national, Id
number in their capacity as owners of house no 1129.
9. By virtue of power of attorney, notarized under number 200814901, on behalf of
national, passport number
in his capacity as owner of house no 1163.
10. By virtue of power of attorney, notarized under number 2014004344, on behalf of
national, passport number in
his capacity as owner of house no 1157.
11. By virtue of power of attorney, notarized under number 2014010471, on behalf of
national, ID number in his capacity as owner of house no 1155.
12. By virtue of power of attorney, notarized under number 2008014000, on behalf of
national, passport number in his capacity
as owner of house no 967.
13. By virtue of power of attorney, notarized under number 2010017276, on behalf of
national,
passport number
national, Passport no in their capacity as owner of
house no 965.
14. By virtue of power of attorney, notarized under number 2012016129, on behalf of
national, ID
number in his capacity as owner of house no 1117.
15. By virtue of power of attorney, notarized under number 2008023985, on behalf of
national, ID number
in his capacity as owner of house no 1031.
16. By virtue of power of attorney, notarized under number 2008014019, on behalf of
national, passport number
national , Passport no in their
capacity as owners of house no 997.
17. By virtue of power of attorney, notarized under number 2015008099, on behalf of
national,
passport number in his capacity as owner of house no 985.



Preamble

After all the parties hereto declared that they are legally competent to conclude contracts and legal dispositions, and to execute the Memorandum and Articles of Association of the Owners association and management thereof, they agreed to form Owners' Association for Tala Island – closed real estate compound – located in Amwaj Islands in Muharraq bounded from north by road number 59 and from east by properties no 02020542 and 02020811 two marine private properties, and from the south by properties no 02020810 and 02020809 and 02020808 marine private properties and from the west by 02020807 and 02020806 and 02020805 and 02020801 marine private properties.

Tala Island, residential commercial mixed compound, separated from outside, its internal management controls the access thereto and from through gates on entrances, consists of seven (7) owners associations of minor apartments/ residential compounds, each of which consists of a number of adjoining sub buildings in addition to commercial building and 85 houses/villas, in addition to the facilities and common parts where the boundaries and areas thereof are detailed in the maps approved by Municipality Affairs Department - Muharraq. Each member owns common share in the land and all facilities and common parts in proportion to its share in the divided area and its facilities and attachments. Moreover, each member owns common share in the common areas with all owners in Tala Island, as well as members who will join in the future or their successors of any votes according to Articles (814) till (843) of Civil Code issued under Decree Law No. 19 of 2001 and decree number (9) of 2004 of the general regulation to manage storeys properties and decree number (10) related to provisions of certifying incorporation of properties owners association after duly inviting all owners to attend the meeting and according to the following terms and conditions:



Chapter 1
General Provision

Article 1

Detentions and Interpretation:

1- Definitions:

Contract/ Memorandum:	Means Memorandum and Articles of Association of Tala Island's Main Owners Association, including the preamble and appendixes thereto.
The Island:	Means Tala Island, geographic edged enclosed area, residential commercial mixed compound, separated from outside, its internal management controls the access thereto and from through gates on entrances, consists of seven (7) owners associations of minor apartments/ residential compounds, each of which consists of a number of adjoining sub buildings in addition to commercial building and 85 houses/villas, in addition to the facilities and common parts, Management of the island insures services for residents therein and maintains and cleans the common areas towards certain fees.
Premises:	A fixed geographic area edged located within tala island boundaries and fences, including any unit. house, villa, commercial building, or a common plot in which there is a single building or a group of buildings or it is divided into different sections, in each section there is a single building or a group of buildings, each unit of the same is defined by separate title deed and particular property number.
Apartments owners association	The association incorporated between real estate units within a single building or a group of buildings all together located in one premises or a group of premises divided, sharing common parts and areas fitted out to serve and facilitate to all owners of apartments within the premises.
Real estate unit or unit:	The divided part of the common premises including any divided part in the map or any apartment or storey or a part of land or house/ villa connected to other house or located separately in common premises.
Divided Parts:	Everything contained in the real estate unit dedicated for the use of unit owner as detailed in Article 10 hereof.
Common Parts:	The parts located in the building or group of buildings, and any other common part within the premises, which do not represent part to the real estate unit or any other unit, that allocated for the common use and benefit of all or part of the owners as indicated in Article 11 hereof.
Tala Common Parts:	The common parts located in Tala Island allocated to be used by all owners of the units in the island, such parts are not divided or common parts belong to some Tala owners without others, but communal property



	intended for common use or benefit of all Tala owners as detailed in Article 12 hereof.
Common facilities	All facilities in the island allocated to be used and enjoyed with by all owners, tenants and occupiers of units in the island, such as without limitation, infrastructure , internal streets, roads, pavements, gardens, main gates, entertainment facilities, beaches and others...
Association Manager (Manager)	The person in charge responsible of daily management of Tala Island Main Owners Association as per article 40 hereof.
Member/ Members/ Membership:	Each and every owner or owners who own one or more units in tala island subsequently it shall be a member in owners association, including its successors in title, assignees and permitted by it.

2- Interpretation

The above preamble shall be an integral part of this Memorandum and Articles of Association of the main owners association, and shall be read and interpreted therewith.

- a- Unless otherwise required by the context, words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to natural persons, any establishments, associations, corporations or institutions.
- b- Reference to law includes reference to laws, internal or external regulations, legislations, decisions, rules, regulations and provisions with legal enforcement which are applicable to any of the hereunder terms, including any amendment thereto.
- c- Reference to time shall be interpreted according to Georgian Calendar.
- d- The headings contained herein are for convenience only, and shall not affect the interpretation of this Memorandum.
- e- Reference to Owner/ Member shall include reference to its successors, assignees and permitted personnel. Reference to personnel shall be interpreted as an obligation to their representative.

Article 2: Incorporation

- A) Owners Association was incorporated according to the law and gained its independent legal personality as of the date hereof in accordance with Article 826 and Article 832 of Civil Code issued under Decree Law No. 19 of 2001, Order No. 9 of 2004 with respect to the general regulation for management of ownership of stores and flats and Order No. 10 of 2004 with respect to the provisions governing the notarization of agreement for the formation of property owners union.



- B) In case of multiple persons own one storey or apartment or building or group of buildings, they shall be deemed as one owner and they shall authorize who will represent them to execute necessary procedures to establish the owners association.
- C) The plot on which the buildings were constructed and divided among many parties, where a share of common parties is attached to the plot depending on the plot area and borders indicated in the title deed, is considered as divided property, as well as any part that is intended for the use of building owner without owners of the remaining buildings.

Article 3: Binding Effect

This contract shall be binding to:

- a) Main developer and sub-developers in the Island.
- b) Sub-owner Associations
- c) All owners and their successors in title
- d) All owners of the divided properties

Article 4: Association Name

Tala Island Owners Association

Article 5: Association Objectives

- 1) Regulating relations of the owners so that each owner would be held liable before the Association, not before other owners, as well as assuming responsibly of the damages to the owners without prejudice to Association's right relating to recourse to third parties according to the law.
- 2) Implementing provisions of this Memorandum of Association and any other regulations to be implemented by the Association.
- 3) Regulating the legal, contractual and operational frames in order to define the rights and liabilities of the members/ owners of residential and commercial units, houses and villas, owner associations and residents, as well as regulating the relationship between owners of apartments from one side and Main Owners Association of the Island from the other, within the geographic area identified in the Island.



- 4) Supervising, operating, maintaining and conducting sustainable development of common parts in the Island, as well as determining methods to oblige members/ owners and residents to comply with provisions of this Memorandum of Association and internal regulations to be developed by Main Association in order to maintain harmony and general cooperation among all members or residents in the Island.
- 5) Obliging all members to pay the fees incurred as a result of maintaining and managing the common parts and properties to be imposed by Association or Board of Directors on behalf of all members according to their respective share in the common parts and properties.
- 6) Strengthening social relationship between the owners in order to maintain good neighborliness, encouraging teamwork and removing all negatives by appropriate means so as to ensure good maintenance and management of common parts.
- 7) Managing common facilities intended for the use and benefit of all or part of owners, as well as maintaining and managing Association assets on its behalf.

Article 6: Headquarters

Association headquarters shall be: Plot 1006, Road 5710, Complex 257, Amwaj Islands- Al Muharraq, or any other place to be determined by the General Assembly in the future.

Article 7: Term

Association members agreed that the term shall be indefinite starting as of the date of notarizing this Memorandum and Articles of Association.

Chapter 2

Association Components and Real Estate Units

Article 8: Association Components

Association includes seven (7) residential complexes – sub-owners assertions, each of them includes number of adjacent residential buildings as well as commercial building and 85 houses/ villas, in addition to streets, gardens, common parts, spaces and properties intended for the use of all owners in Tala Island.



Article 9: Real Estate Units

- 1) **The Commercial Building:** Private property of OSSIS B.S.C (Closed), a company registered under No. Building No. 02020786, established on Plot with Submission No. 2006/8840, Document No. 140125, with area 2227.1 m². The building consists of two levels, ground floor and first floor. The ground floor contains shopping center for foodstuffs, restaurant, cafe and laundry. The first floor includes private offices, meeting hall and bathrooms. The built up area of the building is m². The building has a share in the common parts of Tala Island of representing 9 votes in the General Assembly of Tala Island Main Owners Association.
- 2) **Garden View Owners Association:** Building No. 02024813 established on a plot with Submission No. 200811904, Document No. (153977), of area () m², a complex consists of (13) residential buildings, each building consists of a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m². Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.
- 3) **Palm Owners Association:** Building No. 02024623 established on a plot with Submission No. 20080858, Document No. (150540), of area (16812) m², a complex consists of (11) residential buildings, each building consists of a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m². Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.
- 4) **Reef Owners Association:** Integrated buildings / buildings established on premises Nos (02029456 – 02029455 – 02029454 – 02029453 – 02029452 – 02029451 – 02029450) of area () m², in addition to the gardens, corridors, open spaces, basement and other common parts, a complex consists of (7) residential buildings, with common basement used as a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m². Owners of the premises jointly have a share in the common parts of Tala Island of % representing 12 votes in the General Assembly of Tala Island.
- 5) **Marina Owners Association:** Building No. 02024630 established on a plot with Submission No. 2008 / 167, Document No. (154804), of area (9355) m², a



complex consists of (6) residential buildings with swimming pool in the common parts for the use of complex owners only. The total divided area of the premises is m2. Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.

- 6) **Coral Owners Association:** Building No. 02024810 established on a plot with Submission No. 200811917, Document No. (152331), of area () m2, a complex consists of (12) residential buildings, each building consists of a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m2. Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.
- 7) **Sea View A Owners Association:** Building No. 02024811 established on a plot with Submission No. 200811914, Document No. (153976), of area () m2, a complex consists of two residential buildings, with a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m2. Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.
- 8) **Sea View B Owners Association:** Building No. 02024812 established on a plot with Submission No. 200811903, Document No. (152400), of area (2882) m2, a complex consists of three residential buildings, with a garage for parking and the remaining levels contain residential apartments. The total divided area of the premises is m2. Owners of the premises jointly have a share in the common parts of Tala Island of representing votes in the General Assembly of Tala Island.
- 9) House No. 1151: Premises No. 02020693, consists of two levels, owned by under Title Deed No. 139876, Submission No. 2013/6756
- 10) House No. 1149: Premises No. 02020694, consists of two levels, owned by under Title Deed No. 139687, Submission No. 2012/4274
- 11) House No. 1147: Premises No. 02020695, consists of two levels, owned by under Title Deed No. 139471, Submission No. 2006/5235



- 12) House No. 1145: Premises No. 02020696, consists of two levels, owned by [REDACTED]
under Title Deed No. 139692, Submission No. 2014/16834 and 2011/6955
- 13) House No. 1143: Premises No. 02020697, consists of two levels, owned by [REDACTED]
under Title Deed No. 139690, Submission No. 2011/8218
- 14) House No. 1141: Premises No. 02020698, consists of two levels, owned by [REDACTED]
under Title Deed No. 139691, Submission No. 2010/3920
- 15) House No. 1139: Premises No. 02020699, consists of two levels, owned by [REDACTED]
under Title Deed No. 139791, Submission No. 2008/1383
- 16) House No. 1137: Premises No. 02020700, consists of two levels, owned by [REDACTED]
under Title Deed No. 139684, Submission No. 2012/12530
- 17) House No. 1135: Premises No. 02020701, consists of two levels, owned by [REDACTED]
under Title Deed No. 139701, Submission No. 2012/12531
- 18) House No. 1133: Premises No. 02020702, consists of two levels, owned by [REDACTED]
under Title Deed No. 139784, Submission No. 2007/13271
- 19) House No. 1131: Premises No. 02020703, consists of two levels, owned by [REDACTED]
under Title Deed No. 139796, Submission No. 2007/13269
- 20) House No. 1129: Premises No. 02020704, consists of two levels, owned by [REDACTED]
under Title Deed No. 139781, Submission No. 2012/1580
- 21) House No. 1125A: Premises No. 02020705, consists of two levels, owned by [REDACTED]
national, under Title Deed No. 139783, Submission No. 2014/15276
- 22) House No. 1177: Premises No. 02020680, consists of two levels, owned by [REDACTED]
under Title Deed No. 139686, Submission No. 2015/17342
- 23) House No. 1175: Premises No. 02020681, consists of two levels, owned by [REDACTED]
under Title Deed No. 139704, Submission No. 2015/5689
- 24) House No. 1173: Premises No. 02020682, consists of two levels, owned by [REDACTED]
Commercial Register No. [REDACTED] under Title Deed No. 139705,
Submission No. 2006/5228



- 25) House No. 1171: Premises No. 02020683, consists of two levels, owned by
under Title Deed No. 139697, Submission No. 2011/5731
- 26) House No. 1169: Premises No. 02020684, consists of two levels, owned by
under Title Deed No. 139683, Submission No. 2008/3820
- 27) House No. 1167: Premises No. 02020685, consists of two levels, owned by
under Title Deed No. 139782, Submission No. 2011/4107
- 28) House No. 1165: Premises No. 02020686, consists of two levels, owned by
under Title Deed No. 139735, Submission No. 2016/1676
- 29) House No. 1163: Premises No. 02020687, consists of two levels, owned by
under Title Deed No. 139731, Submission No.
2008/4690
- 30) House No. 1161: Premises No. 02020688, consists of two levels, owned by
under Title Deed
No. 139703, Submission No. 2016/3803
- 31) House No. 1159: Premises No. 02020689, consists of two levels, owned by
under Title Deed No. 139702, Submission No.
2015/11200
- 32) House No. 1157: Premises No. 02020690, consists of two levels, owned by
under Title Deed No. 139732, Submission No. 2014/2139
- 33) House No. 1155: Premises No. 02020691, consists of two levels, owned by
under Title Deed No. 139787,
Submission No. 2014/2263
- 34) House No. 983: Premises No. 02020763, consists of two levels, owned by
under Title Deed No. 140272, Submission No.
2014/4989
- 35) House No. 981: Premises No. 02020764, consists of two levels, owned by
under Title Deed No. 140271, Submission
No. 2013/10755
- 36) House No. 977: Premises No. 02020765, consists of two levels, owned by
under Title Deed No. 140270,
Submission No. 2012/6860
- 37) House No. 979: Premises No. 02020766, consists of two levels, owned by
under Title Deed No. 140269,
Submission No. 2012/6861



- 38) House No. 975: Premises No. 02020767, consists of two levels, owned by
under Title Deed No. 140268, Submission No.
2008/5501
- 39) House No. 973: Premises No. 02020768, consists of two levels, owned by
under Title Deed No. 140360, Submission No. 2008/1905
- 40) House No. 971: Premises No. 02020769, consists of two levels, owned by
under Title Deed No. 140361, Submission No. 2007/12975
- 41) House No. 969: Premises No. 02020770, consists of two levels, owned by
under Title Deed No.
140364, Submission No. 2012/910
- 42) House No. 967: Premises No. 02020771, consists of two levels, owned by
under Title Deed No. 140260, Submission No. 2008/4466
- 43) House No. 965: Premises No. 02020772, consists of two levels, owned by
under
Title Deed No. 140259, Submission No. 2016/13021
- 44) House No. 963: Premises No. 02020773, consists of two levels, owned by
under Title Deed No. 140253, Submission No.
2008/9230
- 45) House No. 961: Premises No. 02020774, consists of two levels, owned by
under Title Deed No. 140128, Submission No. 2010/4761 and
2013/1265 1
- 46) House No. 1123: Premises No. 02020707, consists of two levels, owned by
under Title Deed No. 139470, Submission
No. 2016/11236
- 47) House No. 1121: Premises No. 02020708, consists of two levels, owned by
under Title Deed No. 139789, Submission No.
2014/8874
- 48) House No. 1119: Premises No. 02020709, consists of two levels, owned by
under Title Deed No. 139469, Submission No.
2008/1655 1
- 49) House No. 1117: Premises No. 02020710, consists of two levels, owned by
under Title Deed No. 139468, Submission No.
2012/4171



- 50) House No. 1151: Premises No. 02020711, consists of two levels, owned by [REDACTED] under Title Deed No. 139460, Submission No. 2015/1383
- 51) House No. 1113: Premises No. 02020712, consists of two levels, owned by [REDACTED] under Title Deed No. 139467, Submission No. 2008/5658
- 52) House No. 1111: Premises No. 02020713, consists of two levels, owned by [REDACTED] under Title Deed No. 139682, Submission No. 2014/3662
- 53) House No. 1109: Premises No. 02020714, consists of two levels, owned by [REDACTED] under Title Deed No. 139689, Submission No. 2013/13688
- 54) House No. 1107: Premises No. 02020715, consists of two levels, owned by [REDACTED] under Title Deed No. 139688, Submission No. 2008/4199
- 55) House No. 1105: Premises No. 02020716, consists of two levels, owned by [REDACTED] under Title Deed No. 139734, Submission No. 2010/6105
- 56) House No. 1103: Premises No. 02020717, consists of two levels, owned by [REDACTED] under Title Deed No. 139696, Submission No. 2011/6886
- 57) House No. 1101: Premises No. 02020718, consists of two levels, owned by [REDACTED] under Title Deed No. 139792, Submission No. 2014/8802
- 58) House No. 1097: Premises No. 02020720, consists of two levels, owned by [REDACTED] under Title Deed No. 134789, Submission No. 2012/2053
- 59) House No. 1095: Premises No. 02020721, consists of two levels, owned by [REDACTED] under Title Deed No. 134797, Submission No. 2008/6937
- 60) House No. 1093: Premises No. 02020722, consists of two levels, owned by [REDACTED] under Title Deed No. 134805, Submission No. 2011/9363
- 61) House No. 1091: Premises No. 02020723, consists of two levels, owned by [REDACTED] under Title Deed No. 134804, Submission No. 2007/13546



- 62) House No. 1089: Premises No. 02020724, consists of two levels, owned by [REDACTED]
under Title Deed No. 134796, Submission No.
2010/4052
- 63) House No. 1087: Premises No. 02020725, consists of two levels, owned by [REDACTED]
under Title Deed No. 134794,
Submission No. 2011/11680
- 64) House No. 1085: Premises No. 02020726, consists of two levels, owned by [REDACTED]
under Title Deed No. 134793,
Submission No. 2009/10549
- 65) House No. 1083: Premises No. 02020727, consists of two levels, owned by [REDACTED]
under Title Deed No. 135201,
Submission No. 2013/3024
- 66) House No. 1081: Premises No. 02020728, consists of two levels, owned by [REDACTED]
under Title Deed No. 134801, Submission No.
2008/239
- 67) House No. 1079: Premises No. 02020729, consists of two levels, owned by [REDACTED]
under Title Deed No. 135199, Submission No.
2009/111137
- 68) House No. 1061: Premises No. 02020736, consists of two levels, owned by [REDACTED]
under Title Deed No. 135194, Submission No.
2007/12288
- 69) House No. 1059: Premises No. 02020737, consists of two levels, owned by [REDACTED]
under Title Deed No. 139463, Submission No. 2006/5270
- 70) House No. 1057: Premises No. 02020738, consists of two levels, owned by [REDACTED]
under Title Deed No. 139681, Submission No. 2006/5269
- 71) House No. 1055: Premises No. 02020739, consists of two levels, owned by [REDACTED]
under Title Deed No. 139464, Submission No.
2014/18514
- 72) House No. 1053: Premises No. 02020740, consists of two levels, owned by [REDACTED]
under Title Deed No. 139736, Submission No. 2007/11826
- 73) House No. 1051: Premises No. 02020741, consists of two levels, owned by [REDACTED]
under Title Deed No. 139737, Submission No.
2014/16831



- 1) 74 House No. 1047: Premises No. 02020743, consists of two levels, owned by
under Title Deed
No. 139630, Submission No. 2012/3487 and 2014/16832
- 74) House No. 1045: Premises No. 02020744, consists of two levels, owned by
under Title Deed No. 139459, Submission No. 2009/5594
- 75) House No. 1043: Premises No. 02020745, consists of two levels, owned by
under Title Deed No. 139465, Submission No. 2006/5262
- 76) House No. 1041: Premises No. 02020746, consists of two levels, owned by
under Title Deed No. 139466,
Submission No. 2012/3483
- 77) House No. 1035: Premises No. 02020747, consists of two levels, owned by
under
Title Deed No. 140366, Submission No. 2013/4269
- 78) House No. 1033: Premises No. 02020748, consists of two levels, owned by
under Title Deed No. 140362, Submission No. 2016/5063
- 79) House No. 1031: Premises No. 02020749, consists of two levels, owned by
under Title Deed No. 140343, Submission No.
2008/8349
- 80) House No. 1029: Premises No. 02020750, consists of two levels, owned by
under Title Deed No. 140382, Submission No.
2008/5500
- 81) House No. 1005: Premises No. 02024497, consists of two levels, owned by
under Title Deed No. 154772, Submission No. 2012/1511
- 82) House No. 1003: Premises No. 02020753, consists of two levels, owned by
under Title Deed No. 140120, Submission No. 2015/3891
- 83) House No. 1001: Premises No. 02020754, consists of two levels, owned by
under Title Deed No. 140119,
Submission No. 2007/15415
- 84) House No. 999: Premises No. 02020755, consists of two levels, owned by
under Title Deed No. 140117, Submission No. 2006/8857
- 85) House No. 997: Premises No. 02020756, consists of two levels, owned by
under Title Deed No. 02020756, Submission No.
2008/5528



- 86) House No. 995: Premises No. 02020757, consists of two levels, owned by [redacted] under Title Deed No. 140339, Submission No. 2008/12998
- 87) House No. 993: Premises No. 02020758, consists of two levels, owned by [redacted] under Title Deed No. 140340, Submission No. 2009/7056 and 2009/6079
- 88) House No. 991: Premises No. 02020759, consists of two levels, owned by [redacted] under Title Deed No. 140341, Submission No. 2008/4451
- 89) House No. 989: Premises No. 02020760, consists of two levels, owned by [redacted] under Title Deed No. 140342, Submission No. 2013/11544
- 90) House No. 985: Premises No. 15011025, consists of two levels, owned by [redacted] under the Sale Contract ratified under No. 2015008098
- 91) House No. 987: Premises No. 15011026, consists of two levels, owned by [redacted]
- 92) House No. 987-B: Premises No. 15011027, consists of two levels, owned by [redacted]

Chapter 3

Status of Properties, Divided Parts and Common Areas

Article 10: Owned Divided Parts:

Each owner possesses his unit privately and the unit represents all the contents intended for the use of the owner, and it includes the following:

- 1- The unit floor and the covering material such as wood, tiles or others.
- 2- Internal partition walls including the cladding and plastering works thereof.
- 3- Water and gas pipes, electricity wires and devices, plumbing devices and other installed equipment.
- 4- Internal doors, windows, terrace and doors.



- 5- Surface of the apartment roof opposite the floor including the cladding and plastering works thereof.
- 6- All attachments of the apartment outside it such parking area and warehouses.
- 7- The premises established on private plot on which a building was established along with its attachments as well as the services intended for it shall be private property of the owner with the borders and area indicated in the title deed as in case of owners of houses, villas and commercial building.

The expenses of maintaining and renewing each apartment shall be incurred by the owner thereof as well as costs of any changes.

Article 11: Common Parts jointly owned by some owners without others

Ownership of each apartment entails a share in the common parts of the building in which the apartment is located as per the proportion stipulated in Article 3 of the apartment sale contract that expressed as follows:

- 1- The common parts are defined in the title deeds.
- 2- Owners of a building or group of buildings have joint ownership of the common parts of each building as indicated in the maps, construction permits and title deeds.
- 3- Each owner holds a joint ownership of the interval walls, ceilings or others between two units with other owners.
- 4- Owner jointly possesses a joint share, in proportion to his share in the unit, in the common parts on which the building, or group of buildings were established, as well as structures, ceilings, columns, main walls as per their area and borders, attachments such as yards, external corridors, green spaces, parking areas, warehouses, swimming pools, if any, stairs, air conditioners, lifts, electricity and water facilities, reception halls, water tanks and other facilities indicated in the title deeds and sale contracts of these indivisible parts.
- 5- The plot on which the house is established, along with the attachments thereof and all contents such as services shall be private property of the house as determined in the title deed.



Article 12: Common areas jointly owned by all owners of the units:

The attached maps describe the common parts in details. Ownership of each party in such common parts shall be calculated based on the percentage of total divided areas in the building to the total divided parts in the Island. Management of such common parts shall be entrusted to Tala Island Main Owners Association as stipulated in Association Agreement.

The common parts indicated in the attached maps provided hereunder, and intended for joint use or benefit of all Tala Island owners, as regulated by Tala Island Owners Association which include in its membership the association of villas, buildings and commercial buildings owners located in Tala Island:

- 1- Health and Recreational Center established on Plot No. 02020778, Document No. 140022, Submission No. 8828/ 2006, of area: m2, which includes the Sports Club, sa una, jacuzzi, squash court, and ladies' gym with all their attachments. The premises also have large green areas, tennis courts, basketball playground, children's games and headquarters of the association.
- 2- Swimming pool and its attachments established on Plot No. 02020751, Document No. 140381, Submission No. 8861/ 2006 of area: m2.
- 3- Corridor established on Plot No. 02020719, Document No. 139629, Submission No. 5238/ 2006 of area: m2.
- 4- Corridor established on Plot No. 02020706, Document No. 139788, Submission No. 5244/ 2006 of area: m2.
- 5- Corridor established on Plot No. 02020719, Document No. 139629, Submission No. 5251/ 2006 of area: m2.
- 6- Corridor established on Plot No. 02020742, Document No. 139738, Submission No. 5265/ 2006 of area: m2.
- 7- Corridor established on Plot No. 02024496, Document No. 154346, Submission No. 11008/ 2006 of area: m2.
- 8- Beach on the marine premises No. 0202542.
- 9- Main gates, guards room, external parking areas and all landscape spaces and parks.
- 10- Pavements and internal roads within Tala Island.



Article (13):

- 1- Parties hereto and their successors shall have the right to use the common areas for the intended purposes, taking into consideration, and without prejudicing, the rights of other owners. These areas shall be managed as detailed herein.
- 2- Common areas may not be divided or disposed of in any case except as determined by the General Assembly.

Article 14:

Tala Island Main Owners Association shall be responsible for managing, operating, maintaining and repairing all common parts in Tala Island as well as common areas within apartments owner associations in Tala Island by cooperation and agreement with managers of those associations. Main Owners Association may entrust its powers to specialized company with experience in managing and maintaining similar projects in terms of size and value, in order to manage and maintain such areas for fees and terms to be agreed upon.

Article 15:

Each owner of the joint properties, as well as developer, shall pay its respective share of annual subscriptions to cover the costs of managing, operating, maintaining and repairing the common parts and insurance expenses. The share shall be calculated based on area of the unit to the total divided areas in the building, taking into consideration nature of benefiting from the unit and any other unit to be determined by the General Assembly.

Article 16: Ownership of Common Areas

After formation of Tala Island Main Owners Association, the main developer (OSSIS B.S.C, a company registered under No. shall duly waive and deliver all lands and plots on which public facilities were established as well as the deeds thereof to the Association to be used when required and address the competent municipality department, Real Estate Registration Department and Central Informatics Organization to take the procedures required for transfer of title of common parts and properties so as to be joint ownership of Tala Island Main Owners Association.



Article 17: Usage of Common Areas

- 1- Subject to the provisions of Article 23 hereof, all owners and residents may use and access to the common parts and properties in the Island.
- 2- Owners and residents shall comply, in all aspects, with the internal regulations developed by Tala Island Owners Association. In case of misuse or causing damages by any owner or resident to the common parts, the owner or resident shall assume repairing and replacement costs.
- 3- Using common areas shall be on the personal responsibility of owners and residents. Association assume no responsibility for any losses, damages, suffering, claim, action, personal injury, loss or damage to any person or any other liability of any kind arising out of the use of such common areas.

Article 18: Maintained costs for divided and common parts and common areas

- 1) Owner shall assume the costs of maintaining the divided parts and any changes thereto.
- 2) Repairing and maintaining costs for common parts between two owners shall be assumed by them only.
- 3) Owners of apartment within a building or group of buildings shall assume the costs of joint use, management, maintenance and renewing the common parts in such building or buildings. Share of each owner shall be determined based on area of the apartment to total areas of other apartments located in the building or buildings.
- 4) Costs of maintenance and management of common properties and facilities shall be assumed by all members of association as per their respective percent of representation indicated in Article 20 hereof.



Chapter (3)

Membership and members' rights and obligations

Article (19)

Membership acquirement

- 1- The persons owning property and their successors shall become members in the association from the date of title, whether they participated in the association formation or not. Any person owns property divided property within the island territories shall become member in the main owners association. The sub- owners association and all of its members are deemed as one member in the main owners association and are represented by manager of the sub- owners association.
- 2- The owner of any property may not withdraw from the membership of Tala main owners association so as not to pay fees of maintenance and management of common areas. Non-members and those who deemed themselves as withdrawn from membership may not access to the island in their capacities as owners, instead, they shall be treated as visitors.
- 3- If there are multiple property owners and those to whom title is transferred, they shall select one of them to represent them in the owners association. If they failed to agree, one of them and association manager shall request the court to appoint representative for them at their own expense.
- 4- Manager of the main association or his representative shall notify the competent authorities of all amendments made to the association member or to the whole association within 15 days from the date of such amendments.

Article (20)

Ratios of representation, votes and shares of common properties and areas of the Island

Member shall be represented in the general assembly in proportion to its shares in the island common properties. Ratio of representation shall be calculated based on ratio of its own divided part to the all divided parts of all properties found in the island. The schedule attached in annex (1) shows ratio of representation and votes of each association member. In this regard, owners of apartments and units within the buildings and properties owned by multiple owners shall be represented by the sub- owners association of the building/s where they reside.



Article (21)

Rights of vote

The members who fail to fulfill their financial obligations shall not have the right to vote or participate in the resolutions taken by the general assembly.

Article (22)

Rights acquired by membership

All property owners and representatives of sub- owners association who fulfilled their financial obligations shall be entitled to:

- 1- Attend all ordinary and extraordinary general meetings
- 2- All ordinary and extraordinary general meetings as per the ratios of voting and representation mentioned in Article (20) hereof.
- 3- Review, in the association headquarter, all resolutions of the general assembly, registers, documents, correspondences and papers pertaining to the association management.
- 4- Request the assembly to hold exceptional meeting when needed, provided that showing the purpose of such meeting and the relevant agenda.
- 5- Express opinion to amend the association internal regulations.
- 6- Use the jointly owned properties and common areas
- 7- Enter to and exit from the island in his capacity as owner

Article (23)

Restrictions of membership

- 1- The rights of association membership require the payment of fees imposed by the management on each member. The board may suspend the membership of any owner during the period of non-payment. The defaulting member shall be entitled again to his full rights of membership only after fulfilling the financial obligations.
- 2- Association shall issue regulations restricting the usage of common properties, areas and facilities. If the owner has failed to fulfill its financial obligations for any reason whatsoever, this owner or its occupier shall be



deprived from using the common properties, areas and facilities, including entry and exit from gates of the island allocated for owners and residents.

Article (24)

Rights of members and owners

- 1- Each member or owner shall have the right to use and benefit from the common areas and facilities and any other services provided by the association. All occupiers of real estate units shall have the right as well to use such facilities, provided that meeting all residence conditions and the payment of all financial obligations by unit owners.
- 2- The unit owner may use the unit itself or with third party or rent the same to third party for not less than one year, provided the lease shall stipulate that the tenant shall be subject to provisions hereof and the resolutions issued by the association general assembly. The member may sell, grant or in any way dispose of the unit, subject to the association resolutions and regulations of its formation and the initial sale contract.
- 3- If the tenant breached the association's internal regulation, the association shall have the right then to take the suitable legal action against this tenant. The association may prevent the defaulting tenant from using the common facilities and/ or access to the island. The owner shall be jointly responsible with the tenant to the association.
- 4- The owner shall provide the tenant with copy of the association internal regulation so that the latter shall abide by the standards applied within the island like the owner.

Article (25)

Owners and members' obligations

- 1- No member may take any act that is likely to threaten the property safety or change its external appearance.
- 2- The owner may not divide or merge its unit with another unit without prior consent of the association and municipality. Each member shall pay the fees imposed on the apartment before its merge or division.



- 3- All owners and residents shall comply with all provisions included herein, the resolutions issued by the general assembly according to this law, the island internal regulations, the contracts concluded by the association with third party, the obligations imposed by such contracts on property owners or residents and with the contracts and agreements referred to therein. If the member has objection to any resolution, the member shall file complaint to the same general assembly in the meeting that comes after issuing the resolution, the subject matter of objection. The complaint shall be included in the agenda of the general assembly that shall vote on the resolution again according to law and this memorandum of association. If the majority of members agreed that the complaint is serious, the resolution issued by the general assembly in this regard shall not be challengeable and the impaired party may make recourse to courts again.
- 4- Owners shall cooperate with association manager, or his representative, to help him performing his missions

Article (6)

Acknowledgment of obligation:

- 1- If any owner wishes to sell or transfer the title of its unit or its own property, it shall be required to:
 - a- Provide the proposed purchaser or transferee with a copy hereof.
 - b- Obtain a declaration from the proposed purchaser or transferee to fulfill obligations according to the formula included in annex (2) hereof.
 - c- Make all due payments and obtain discharge certificate from the association chairman
- 2- The owner shall remain jointly responsible with its successor for the fulfillment of its obligations under paragraph (1) above.

Article (27)

The association member and its controller shall use the common parts subject to the following:

1. Place rubbish in the allocated places
2. not to use the elevators to transfer goods



3. not to smoke, eat and drink in the building facilities
4. not to use water motor vehicles in the waters of Tala Island (such as water bicycle and fast boats)
5. not to sit or receive visitors in the common areas
6. put gas cylinders in the allocated places
7. Prevent children and those who control them from playing in places other than the allocated ones.
8. Use roofs for the intended purposes
9. Not to Place animals inside the apartment, villa of the common areas and facilities
10. Not to hang clothes or install receivers in balconies
11. Abide by the instructions and resolutions issued by owners association or association manager, each within its competences.

Article (28)

Works of maintenance and building may not, in any way, exceed the permitted time, i.e. 8:00 am - 5:00 pm, from Sunday to Thursday, except for official holidays, unless the general assembly otherwise resolves.

Chapter (4)

Association formation and regulations

First: Association formation

Article (29)

The general assembly convened and the owners agreed to form owners association according to the following regulations:

- 1- The main owners association, by the majority of shares, consists of all properties lying within the island scope. Owners association shall manage the common properties, facilities and areas in the island to ensure that they are properly used.
- 2- Each property shall have number of votes in the general assembly in proportion to its shares in the common areas. If the property shares are more



than half, the number of its votes shall be reduced until it becomes equal to the remaining owners' total votes.

- 3- In case there are several owners who own a single storey, apartment or a building in a group of buildings, they shall be treated towards membership of the general meeting as a single owner. They shall nominate one of their members to represent them.

Article (30)

An owner may delegate another person to attend general meetings and to vote thereat. A person may not act on behalf of more than one owner.

Second: Association management

Article (31)

The association shall be managed by:

- 1- The association general assembly
- 2- The association board of directors
- 3- The association manager

Article (32)

The association general assembly

- 1- The Association general assembly consists of all managers of apartment associations, representative of the commercial building and houses owner, and it is the highest authority in the main owners association. General assembly is called for meeting at the request of its chairman or set of members owning 20% at least of property units. Invitation for meeting shall be delivered to members by hand, fax, registered letters or email within seven days at least before the meeting. Invitation of meeting shall be posted on the property entry, which invitation shall specify the action agenda and date and venue of meeting.
- 2- The general assembly meeting shall be valid if only attended by 60% at least of shares in the property. If this quorum is not present in the meeting, another meeting shall be held within 15 days from the date of the first



meeting. The second meeting shall be valid regardless of the number of attendant members.

- 3- The general assembly may hold extraordinary meetings at the request the Chairman to discuss any important item, and may request all members to pay additional amount plus subscriptions in case there is budget deficit. The general assembly shall explain the actual reasons for such deficit and why additional amounts are needed.

Article (33)

General assembly's competences

The association general assembly shall be competent to handle all matters related to the establishment of social relationships between owners to maintain ties of good neighborliness, encourage the spirit of teamwork, properly remove all negatives and to ensure good usage of the property and good management and maintenance of common areas. So, general assembly shall have the right to:

- 1- Ratify the regulation of association formation and amend the same whenever necessary
- 2- Appoint the association manager for not more than two years, renewable for further periods, remove this manager and to define his competences
- 3- Approve to make any improvements or amendments to the common areas and properties
- 4- Declare the increasing or decreasing fees of annual subscriptions according to the provisions hereof.
- 5- Take resolutions of accepting or rejecting the members' requests to divide the property or merge it with another one.
- 6- Execute all the laws, regulations and resolutions issued from time to time by the country regarding the main owners association and its regulation.

Article (34)

General assembly resolutions

- 1- Resolutions of the general meetings shall be adopted by the majority votes of members present unless this memorandum of association otherwise provides.



- 2- Resolutions of the general meetings shall be adopted by the majority votes of members with regard to:
 - a- The authority of issuing resolution to be approved by the majority votes of members
 - b- The appointment or removal of the chairman, board directors or association manager
 - c- Delegating any of the owners to make amendments to the common areas pursuant to Article 823 of the civil law
 - d- The conditions regulating the execution of works as required and as per the relevant laws and regulations.
 - e- Renovating the common property and its facilities if they were totally or partially destroyed and sharing the costs of renovation among the joint owners
 - f- Approving the annual budget and provisional fund
- 3- Resolutions of the general meetings shall be adopted by the majority of three four of all members with regard to:
 - a- Laying the regulations of title to ensure proper usage and management of the island and amending the same
 - g- Making any changes, amendments or additions to the common areas to improve their usage within the prescribed purposes. In such case the chairman shall resolve by the same majority to share costs of the works to be executed, as well as the costs of operation and maintenance to be conducted.
 - h- It is not possible to delay or prevent any owner from executing the general assembly resolutions even if such execution required the execution of work inside its unit. Any person sustains damages due to the execution of works resolved by the general assembly shall have the right to claim compensation from the association.
 - i- Disposal of the property in any manner that leads to the ownership, transfer or the establishment of any real estate rights pertaining to the common property.
 - j- The association's operations of ownership of any distributed parts and disposal of the parts owned thereby.
- 4- Resolutions of the general meetings shall be adopted by the consensus of votes with regard to:



- a- The actions affecting any common part if it was necessary to maintain such part to use the same for the intended purpose
- b- Building new floor/s with the aim of owning them jointly with others

Article (35)

The board and its competences

The general assembly convened and the board was elected by the majority of votes as follows:

- 1- Mr. Shawki Abdullah Abdul Hussein Khalaf, Chairman
 - 2- Mr. Ismail Muhammad Muhammad Rashed Fekri, Deputy Chairman
 - 3- Mr. Qais Faisal Saleh Al Masqati, member
 - 4- Mr. Iqbal Muhammad Ibrahim Jasem Shehap, member
 - 5- Mr. Hassan Abdul Hussein Abdullah Deif, member
 - 6- Mr. Stephen John Tolle, member
 - 7- Mr. Melvyn James Dabbas
- a- The board shall assist the association manager, supervise and execute its works and execute the resolutions issued by the association general assembly
 - b- The board meeting shall be deemed valid if only attended by the majority of its members
 - c- Board resolutions shall be taken by the majority of votes. If votes are equal, the chairman's vote shall be casting.
 - d- The chairman shall represent the association before courts and administrative authorities and in dealing with third party and signing in the association's name
 - e- If the chairman is absent, the deputy chairman shall perform all of his obligations.

Article (36)

The general meeting shall be held after the association is formed and two additional members shall be elected among the owners of houses and villas, so that the board total number of members shall become nine members.

Article (37)



The board competences

The board shall be competent to:

- 1- Follow the execution of the association's resolutions with the association manager
- 2- Open and operate bank account in the association name
- 3- Review and approve the agreements and contracts that the association manager concludes with third party or the contracts concluded to supply equipment and workers
- 4- Ask the association manager to take the urgent actions needed maintain safety of all parts of the property.

Article (38)

Chairman

The general assembly shall select a chairman among the board of directors for not more than two years, renewable for further period.

Article (39)

Chairman's duties

- a- The chairman shall have all authorities and perform all duties assigned thereto by the association, which duties that are provided for herein, except for the restricted duties.
- b- The chairman shall be deemed also as legal representative for the association
- c- The chairman shall execute the general assembly regulations and resolutions, maintain the common property in a good condition and perform any other duty assigned to him under this law.
- d- The chairman shall represent the association before courts and administrative authorities and shall perform the relevant works.
- e- The chairman may delegate any of his duties to his deputy.

Article (40)

Association manager and his competences



The general assembly appointed M/s: Tala Management, registered under commercial register No. _____ or its representative as manager of the association for two years, renewable for further periods, unless the general assembly resolves to remove this company. The board shall directly supervise all competences of such company and pay its dues in consideration of the services provided by the company. The official competent authorities shall be notified of such resolutions. The appointed company shall appoint one of its employees or authorized signatories under a resolution to be issued by the board of director or the shareholders general assembly and the competent authorities shall receive notice to that effect.

If the general assembly has not appointed manager for the association after removing the previous manager, any owner may request the court to appoint temporary manager for the main owners association. The previous manager shall continue performing his duties until the temporary manager is appointed. The position of association manager may not remain vacant for more than two weeks.

The competences of this company are as follows:

- 1 - Execute the regulation of title and the general assembly resolutions and maintain the common areas, in addition to the other competences specified under the applicable law.
- 2- Perform the association-related administrative and financial works
- 3- Supervise workers in the association
- 4- Prepare estimated budget, define the aspects of expenditure and suggest the sources of finance during the fiscal year.
- 5- Collect and give receipts about the subscription fees and all monies come to the association and deposit the association funds in its bank account.
- 6- Notify all owners of all resolutions issued by the general assembly and allow all owners to review hearing minutes.
- 7- Maintain records to register the association revenues and expenses
- 8- Prepare final account by the end of every fiscal year showing the spent monies and aspect of expenditure.
- 9- Prepare minutes of general meetings and board meetings, state the time and venue of meeting, number, shares and names of the attending members, the



issues handled in the meeting, the issued resolution and the number of votes on every resolution and to notify all owners of such resolutions.

10- Any other competences delegated to the company by the general assembly or board of directors

Article (41)

In emergency, Director of Association or its representative may take the necessary actions to preserve, guard and maintain the joint areas without referring to the General Assembly, and shall present this matter to General Assembly at the first coming meeting to approve the taken actions.

Article (42)

Director of Association, or its representative, shall write the minutes of the meetings of the General Assembly by knowledge of Chairman, and shall record the date and place of the meeting, number and names of present members, their votes and shares, the matters covered in the meeting, the issued decisions, and number of approving votes of each decision.

Chapter (4)

Financial Affairs of Association

Article (43)

1. The financial year of Association shall commence on 1st January and end on 31st December of each year. But the first year shall commence on the date of Association registration and end on 31st December of the same year.
2. The General Assembly appoints an external auditor to audit the financial statements of Association.



Article (44)

Purpose of Fees on Members

The fees levied by Association on the members shall be used to manage, maintain common properties, and joint areas and facilities on Island in order to ensure health, safety and welfare of its owners and residents.

Article (45)

The financial resources of Association consist of:

1. Subscriptions of members.
2. Revenue from project's use of any joint areas.
3. Donations received by Association from members or others.
4. Any other resources determined by General Assembly.

Article (46)

Budgets

1. Before the end of the calendar year, the Assembly's director shall, in consultation with Board, prepare the annual budget of the Assembly which covers the estimated cost of administration, wages, insurance, services and the cost of contracts with any third party to preserve and maintain joint facilities and areas. This budget is presented to the General Assembly for voting.
2. A reserve amount of 10% of the total budget should be added to the budget for the cases as renovation and construction, irregular maintenance and emergency situations, for a period of ten years. The deduction shall be resumed after this period whenever the reserve is less than the minimum determined by General Assembly of Association, provided that the reserve shall not in all cases be less than the average sum of one-year subscriptions of the members calculated based on the subscriptions of last 10 years.
3. Each Director of Association shall provide a budget of its building or block in consultation and coordination with the board of the main Association to the General Assembly for due voting. If the budget of any association can



not be approved for any reason, Board of the main Association is entitled to approve this budget in coordination with Association's Director, so that such budget is consistent with the budgets of other associations.

4. The Board shall determine the amount to be borne by each member based on its share in joint areas of its building and Island, and obliged it to pay its subscriptions by given registered letters with acknowledgment of receipt. These fees levied on all owners of property and Associations, where these amounts are divided on the basis of total areas allocated per property to the total areas of the island, as detailed and in Annex No.(1)

Article (47)

No owner may assign its share in the joint areas in order to avoid payment of its obligations, nor shall refrain paying its obligations on the pretext of vacancy or non-use of its own unit or the joint areas on the island.

No owner shall be sale its unit, and at any time to claim a share of the reserve amount by Association for emergencies.

Article (48)

Failure of Performing Obligations

1. The members of Association shall be obliged to pay the subscriptions, which are determined by the Board of Directors with the approval of the General Assembly, in advance each year, on such times as may be determined by Association's Director or its representative, as well as any other financial obligations imposed by the Sales Contract or this item, the contracts and agreements referred to therein or in the General Assembly of Association. If the member fails or default to fulfill his obligation for more than three months, Association is entitled to:
 - a. To withhold the defaulting member, his guests or the occupants of his unit from the use of joint areas and facilities, including major gates for owners and residents, roads and parking.
 - b. The Director of Association shall require from the defaulting member to pay by a registered notice with acknowledgment of receipt. If it not



paid in due time, the Director of the Union, under the authorization of the President, may resort to the competent court to obligate it to pay its subscriptions plus a compensation of 2% for each month of delay which begins to be calculated from the date specified for payment.

Article (49)

Collecting Fees Retroactively

Tala Property Development W.L.L., registered under the CR No. _____ presents to the General Assembly reports and statements of fees collection for previous years, to be verified and estimate the actual value of such fees. It also provides audited financial statements for each year, showing the amounts collected, its expenditure and the deficit, if any.

Association shall oblige each owner has defaulted during these previous years to fulfill its obligation. Payment shall made to the account of the main Association of Tala Island, provided that Association has to cover the deficit to Tala, if any, during these previous years, and Association will retain the remaining amounts to be added to the reserve amount.

Article (50)

Expenses of the Establishment of Association

All members of Association shall bear the expenses, expenses and fees for the establishment and constitution of Association, each by its share in the joint areas.

Chapter (5)

Termination of Association

Article (51)

Association shall terminate in the event of any of the following reasons:

1. The devolution of the property ownership of Association to one owner.



2. The completely destruction of the property and the General Assembly decided not to rebuild it.

Chapter (6) Final Provisions

Article (52)

The presence of all parties to the Documentation Office is not required to amend any of the provisions of this contract, but only the presence of the members of the Board of Directors.

Article (53)

The provisions of Articles (814) to (843) of the Civil Code promulgated by Legislative Decree No. 19 of 2001 and the general rules for management of ownership of storeys and flats stipulated in Article (829) of the Civil Code promulgated by Legislative Decree No. 19 of 2001, or any amendment thereof.

Article (54)

Any dispute that may arise from this Contract with or from the owners or the contracts and agreements mentioned therein shall be referred to an arbitral tribunal composed of three arbitrators. Each party shall elect one arbitrator within 60 days of the date of the dispute. If any party cannot appoint an arbitrator, the General Assembly shall appoint, on its behalf, an arbitrator. The two arbitrators agree to elect an arbitrator to preside over the tribunal within 60 days of the date of the appointment of the latest.

The arbitral tribunal shall issue its judgment within 30 days renewable only once by agreement of the dispute parties. Such judgment shall be final and irrevocable.



Article (55)

It shall attach to this contract:

Annex (1): Table showing percentages of representation, voting and shares in the joint areas of the Tala Island Main Owners Association.

Annex (2): Sample of buyer's Commitment declaration

In witness whereof, this contract was issued in original and three copies after read and entered into by the two parties and every party received one.



Annex (2)

Declaration of Commitment

This Declaration conducts on _____ day, _____ month, _____ year, by
[The proposed new owner of the property], And its address [its address].

* Preface:

- a. I / we suggest that to obtain the right of the property which is [sold property details] in the collective project known as "Tala Island".
- b. I have read and review the articles of association of "Tala Island Owners Association" and agree to commit with its terms.

* Declaration:

1. The terms and phrases defined in the articles of association shall have the same meaning as when used in this Declaration of Commitment.
2. I undertake, pledge and commit to Association and its members with taking into account the provisions and carrying out all the obligations set out in the articles of association as the owner of the property, within the limits to be observed and implemented on or after the date of this declaration.

Signature : _____

Date : _____

