

The Condominium

1. Definitions

1.1 In this document, unless the context shall otherwise require, the following words and expressions shall have the following meanings:

“the Complex” means the development known as “Madliena Village”, formerly known as “Busietta Gardens” or “Busietta Gardens Village”, without official number, with access from Triq il-Fortizza, Triq Wied id-Dis and Triq ic-Cink, at Madliena, limits of Gharghur, bounded on the northwest by Triq il-Fortizza, on the east in part by property of the successors in title of Doctor Joseph Pace and of Enrico Caruana and of others, in part by Triq ic-Cink and in part by Triq Wied id-Dis, and on the south in part by Triq ic-Cink and in part by property of the successors in title of the family Sammut, or more accurate boundaries, which development is situated on the lands known as “Tal-Gbejjel”, also known as “Tal-Kajjarun”, in the district known as “Tal-Kajjarun” and “Tal-Gebbel”, at Madliena, limits of Gharghur, and comprising of:

- a) the Residential Blocks,
- b) the Garage Complexes,
- c) various garages, land and independent units (including, without limitation, the property known as The Cottage, the unit referred to as the “Conference Hall”, the unit referred to as the “gym area”, the unit unofficially numbered seven (7) situate in Diamond Square within the Complex referred to as the “office in Diamond Square” and the unit referred to as the “sales office”) each with an entrance which abuts directly onto the Complex Common Parts;
- d) the Complex Common Parts, and
- e) any future developments which may be constructed within the boundary walls of the Complex.

the whole Complex shown outlined in red on the plan marked as document letter “D” and annexed to a deed in the records of Notary Marco Burlo’ of the seventh day of December of the year two thousand and ten (07/12/2010).

“the Residential Blocks” means the eight residential blocks of apartments, which include apartments and penthouses all within the Complex, without official numbers and respectively known as “Block 10’s”, “Block 20’s”, “Block 30’s”, “Block 40’s”, “Block 50’s”, “Block 60’s”, “Block 70’s” and “Block 80’s”, and “a Residential Block” shall mean any one of the above. Each of the Residential Blocks is bounded on all compass points by the remaining part of the Complex.

“Block 10’s” means the block of apartments and penthouse/s in the Complex, in the course of construction, accessible from the internal roads within the Complex, without official number, known as “Block 10’s”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie but including the levels presently designated as stores, between the underlying garage complex and the apartments in the block, shown marked “10’s” on the plan marked P1 annexed to these Rules.

“Block 20’s” means the block of apartments and penthouse/s in the Complex, in the course of construction, accessible from the internal roads within the Complex, without official number, known as “Block 20’s”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie but including the levels presently designated as stores, between the underlying garage complex and the apartments in the block, shown marked “20’s” on the plan marked P1 annexed to these Rules.

“Block 30’s” means the block of apartments and penthouse/s in the Complex, accessible from the internal roads within the Complex, without official number, known as “Block 30’s” and also known as “Villa Tamara”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “30’s” on the plan marked P1 annexed to these Rules.

“Block 40’s” means the block of apartments and the penthouse in the Complex, accessible from the internal roads within the Complex, without official number, known as “Block 40’s” and also known as “Villa Alexandra”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “40’s” on the plan marked P1 annexed to these Rules.

“Block 50’s” means the block of apartments and the penthouse in the Complex, accessible from the internal roads within the Complex, without official number, known as “Block 50’s” and also known as “Villa Baguette”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “50’s” on the plan marked P1 annexed to these Rules.

“Block 60’s” means the block of apartments and the penthouse in the Complex, accessible from the internal roads within the Complex, without official number, known as “Block 60’s” and also known as “Villa Zmeralda”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “60’s” on the plan marked P1 annexed to these Rules.

“Block 70’s” means the block of apartments and the penthouse in the Complex, accessible from the main road off Triq il-Fortizza, without official number, known as “Block 70’s” and also known as “Villa Marquise”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “70’s” on the plan marked P1 annexed to these Rules.

“Block 80’s” means the block of apartments and the penthouse in the Complex, in the course of construction, accessible from the main road off Triq il-Fortizza, without official number, known as “Block 80’s”, bounded on all compass points by the remaining parts of the Complex, with all its rights and appurtenances, excluding any garage complex or garages which it may overlie, shown marked “80’s” on the plan marked P1 annexed to these Rules.

“the Garage Complexes” means all the garage complexes within the Complex without official numbers and respectively known as “Garage Complex 10’s and 20’s”, “Garage Complex 30’s and 40’s”, “Garage Complex 70’s” and “Garage Complex 80’s”, and “a Garage Complex” shall mean any one of the above.

“the Garage Complex 10’s and 20’s” means the complex of garages in the Complex, on two levels, which underlies Block 10’s and Block 20’s, without official number and unnamed, accessible from the internal roads of the Complex, and bounded on all sides by the remaining parts of the Complex, with all its rights and appurtenances.

“the Garage Complex 30’s and 40’s” means the complex of garages in the Complex and which underlies Block 30’s and 40’s, without official number and unnamed, accessible from the internal roads of the Complex, and bounded on all sides by the remaining parts of the Complex, with all its rights and appurtenances.

“the Garage Complex 70’s” means the complex of garages in the Complex and which underlies Block 70’s, without official number and unnamed, accessible from the internal roads of the Complex, and bounded on all sides by the remaining parts of the Complex, with all its rights and appurtenances.

“the Garage Complex 80’s” means the complex of garages in the Complex and which underlies Block 80’s, without official number and unnamed, accessible from the internal roads of the Complex, and bounded on all sides by the remaining parts of the Complex, with all its rights and appurtenances.

“the Complex Common Parts” means:

- i. the main entrances to the Complex from the public roads,
- ii. all the access roads, passages, stairs, shafts, lifts, lift rooms, landscaped areas, and gardens within the Complex but excluding any of the above mentioned which are either within a Residential Block or a Garage Complex or the Recreational Facilities, or are intended for the exclusive use of a Residential Block, a Garage Complex or the Recreational Facilities and also excluding any part which according to any title deed belongs pro diviso to a condominus,
- iii. all sewers, drainage pipes, rainwater pipes, installations for water, electricity and communication services up to where such installations and services branch off to the Residential Blocks, the Garage Complexes or the Recreational Facilities,
- iv. all external walls within the Complex and the boundary wall of the Complex; provided that the external walls of an apartment /penthouse or other unit shall be considered to constitute part of the Complex Common Parts only for the purposes of the Condominium Rules, the Regulations, the sharing of costs and the protection of the décor of the Complex but shall otherwise be owned pro diviso as an integral part of the relative apartment/penthouse or other unit of which they form part,
- v. all other common parts and services mentioned in paragraph (c) of article five (5) of the Condominium Act and which do not constitute part of the Block Common Parts, the Garage Complex Common Parts or the Recreational Facilities;

but does not include the land or property on which any part of the Complex is built, the roofs of the Complex, and the undeveloped parts of the Complex including the airspace overlying the Complex.

Provided that for the purposes of this definition and the Condominium Act, the Block 10’s, Block 20’s, Block 80’s, together with the Garage Complex 10’s and 20’s and the Garage Complex 80’s , which together have a separate and distinct access directly from the public road and are also together located within a separate and divided portion of the Complex, which includes said portion’s own separate and distinct Complex Common Parts, shall, subject to any overriding provision of this Deed, be considered as a separate and distinct condominium from the condominium which is presently constituted between the Block 30’s, Block 40’s, Block 50’s, Block 60’s, Block 70’s, together with the Garage Complex 30’s and 40’s and the Garage Complex 70’s, which together have a separate and distinct access directly from the public road and are also together located within a separate and divided portion of the Complex, which includes said portion’s own separate and distinct Complex Common Parts.

Provided further that any alterations or innovations which purport to change the aesthetics or décor of any part of the boundary walls of the entire Complex or otherwise of any dividing walls which may exist within the Complex, separating the above-described separate divided portions within the Complex, shall, subject to the provisions of Clause C7.iii. of Part C of Annexe One (1), require the unanimous consent of both condominia and the cost thereof shall be borne equally among both condominia.

“the Block Common Parts”, in relation to each one of the Residential Blocks, means:

- i. the main entrance or access to a Residential Block;

- ii. the stairs, landings, shafts, lifts (if any) lift room (if any) which are either within a Residential Block or are intended for the exclusive use of a Residential Block;
- iii. the drainage pipes, rainwater pipes, installations for water, electricity and communication services up to where such installations and services branch off to the individual units in a Residential Block and all other common parts mentioned in paragraph (c) of article five (5) of the Condominium Act;

but does not include any of the above mentioned common parts which constitute part of the Complex Common Parts, the land or property on which a Residential Block is built, the roofs and airspace of a Residential Block, any part which is not intended for common use and any part which according to any title deed belongs pro diviso to a condominium.

“the Garage Complex Common Parts”, in relation to each one of the Garage Complexes, means:

- i. the main entrance to a Garage Complex;
- ii. the internal drive-ways and passages of a Garage Complex;
- iii. the drainage pipes, rainwater pipes, installations for water, electricity and communication services up to where such installations and services branch off to the individual units in a Garage Complex and all other common parts mentioned in paragraph (c) of article five (5) of the Condominium Act;

but does not include any of the above mentioned common parts which constitute part of the Complex Common Parts, part of the Block Common Parts, the land or property on which a Garage Complex is built, and the roofs and airspace of a Garage Complex or any property overlying a Garage Complex or any part which is not intended for common use.

“the Recreational Facilities” means the swimming pool, the swimming pool deck, the gymnasium also referred to as the gym area and any other facility within the Complex which the Vendor may, from time to time, designate as a recreational facility, which shall by definition include also those lifts which grant access from the Complex Common Parts directly to the Recreational Facilities and which may be secured, at the Company’s discretion, by the use of a key to be given only to those Condomini who are granted membership to the Recreational Facilities, as well as all plant, equipment, machinery, drainage pipes, rainwater pipes, installations for water, electricity and communication services and utilities and all other common parts mentioned in paragraph (c) of article five (5) of the Condominium Act which are for the exclusive benefit of such facilities.

“Act” means the Condominium Act, Chapter 398 of the Laws of Malta, as may from time to time be amended, modified, extended, re-enacted or substituted.

“Administrator” means the person appointed as the administrator of the Condominium in terms of the provisions of the Act and may be a legal person.

“the Condominium” means the separate and divided portion of the Complex, incorporating the Block 10’s, Block 20’s, Block 80’s, together with the Garage Complex 10’s and 20’s and the Garage Complex 80’s, which together have a separate and distinct access directly from the public road and which separate and divided portion includes its own separate and distinct Complex Common Parts, which separate and divided portion of the Complex constituting the Condominium is shown outlined in red on the plan marked P1 annexed to these Rules.

Provided that any alterations or innovations which purport to change the aesthetics or décor of any part of the boundary walls of the entire Complex or otherwise of any dividing walls which may exist within the Complex, separating the above-described Condominium from the separate and distinct

condominium within the Complex, shall, subject to the provisions of Clause C7.iii. of Part C of Annex One (1), require the unanimous consent of both condominia and the cost thereof shall be borne equally among both condominia.

“the Common Parts” means the Condominium’s portion of the Complex Common Parts, the Block Common Parts and the Garage Complex Common Parts.

“Condominus” means the owner of a separate unit in the Condominium and includes the emphyteuta of the usufructuary of such unit and “Condomini” shall be interpreted accordingly. A Condominus may also be a legal entity.

“Group” means any one of the Groups mentioned in Rules 2.2.1 and 2.2.2 of these Rules.

“Representative” means the person appointed to represent a Group in accordance with the provisions of Rule 2.4 of these Rules.

“Costs” means the sum of all the expenditure relating to the management and administration of the Common Parts of the Condominium including, without limitation, the costs relating to the preservation, protection, insurance, cleaning, upkeep, maintenance, redecoration, ordinary and extraordinary repairs, for the enjoyment of the Common Parts of the Condominium, for the rendering of services in the common interest and for any alterations in or improvements in the Common Parts of the Condominium, fees for the keeping of accounts and the audit of such accounts and professional fees of consultants and advisers properly incurred in connection with matters relating to the above and shall include the Administrator’s fees (if any).

“Register of Condomini” means the register of Condomini and their representatives required to be kept by the Administrator under these Rules and the provisions of the Act.

“these Rules” means the rules contained in this document as may be amended from time to time.

“Regulations” means the regulations set out in Schedule A attached to these Rules as may be amended from time to time.

“Developer” means Fair View Property Limited C37844.

1.2 It is intended that a reading and construction of these Rules will not be inconsistent and/or in conflict with the provisions of the Act but in the event of any inconsistency or conflict between these Rules and any provision of the Act or any provision of the title deed of any Condominus the inconsistency or conflict shall be resolved by giving such provisions the following order or preference:

1.2.1 the provisions of the Act which are by law applicable notwithstanding any agreement to the contrary;

1.2.2 the provisions of these Rules

1.2.3 the provisions of the title deed above mentioned;

1.2.4 the provisions of the Act other than those mentioned in Rule 1.2.1 above.

1.3.1 If the Condominus is a woman these Rules shall be construed accordingly and if the Condominus is a legal person these Rules shall be construed accordingly.

1.3.2 If the Administrator is a woman these Rules shall be construed accordingly and if the Administrator is a legal person these Rules shall be construed accordingly.

1.3.1 If the Representative is a woman these Rules shall be construed accordingly and if the Representative is a legal person these Rules shall be construed accordingly.

2. The Condominium and its Groups

2.1 The Administrator shall enjoy overall jurisdiction over all the Common Parts of the Condominium and all the Condomini in matters relating thereto.

2.2 Without prejudice to the generality of the functions, powers and duties of the Administrator hereunder and under the Act, the following rules shall apply to different parts of the Condominium:

2.2.1 the Condomini of units in a Residential Block shall constitute a Group and, save for the provisions of Rule 2.2.3 and Rule 2.2.4 of these Rules, shall be entitled to determine amongst themselves all matters which concern the preservation, maintenance, ordinary and extraordinary repairs, the enjoyment, and alterations of the Block Common Parts relevant to their Residential Block as well as rendering of services in the common interest of their Group, without reference to or interference from the other Condomini;

2.2.2 the Condomini of units in a Garage Complex shall constitute a Group and, save for the provisions of Rule 2.2.3 and Rule 2.2.4 of these Rules, shall be entitled to determine amongst themselves all matters with concern the preservation, maintenance, ordinary and extraordinary repairs, the enjoyment, and alterations of the Garage Complex Common Parts relevant to their Garage Complex as well as rendering of services in the common interest of their Group, without reference to or interference from the other Condomini;

2.2.3 save for the provisions of Rule 2.2.4 of these Rules, all matters which concern the aesthetics and décor of any external area of the Condominium whether appertaining exclusively to a Residential Block, a Garage Complex or otherwise and all matters concerning the Condominium's portion of the Complex Common Parts shall be determined by all Condomini in accordance with the provisions of these Rules and the Act; and

2.2.4. all matters which concern the aesthetics or décor of any part of the boundary walls of the entire Complex or otherwise of any dividing walls which may exist within the Complex, separating the Condominium from the other separate and distinct condominium within the Complex, shall, , subject to the provisions of Clause C7.iii. of Part C of Annexe One (1), require the unanimous consent of both condominia and the cost thereof shall be borne equally among both condominia.

2.3 For the purposes mentioned in Rules 2.2.1 and 2.2.2 of these Rules the following rules shall apply:

2.3.1 a Group may hold its own meetings;

2.3.2 decisions taken at a meeting of a Group shall be valid if approved by the required majorities in terms of the Act or these Rules and shall be binding on all the Condomini in the Group, it being understood that to establish the required majorities only the Condomini of the relevant Group shall be taken into account;

2.3.3 each Condominus shall be entitled to one vote for each unit held by the Condominus;

2.3.4 the rules, notices and procedures applicable to a meeting of the Condomini shall apply mutatis mutandi to the meeting of Group, provided that the presence of the Administrator shall not be required and the meeting shall be chaired by a person appointed by the Group;

2.3.5 a Group may determine its own budget and prepare the estimate of Costs relevant to its common parts to be incurred during the year and shall submit such estimates to the Administrator for his approval or otherwise, provided that all monies shall remain under the control of the Administrator.

2.3.6 a representative of the Condominus who has been registered as such in the Register of Condomini shall be entitled to represent the Condominus at meetings of the Group;

2.3.7 if such matters are dealt with during a meeting of Condomini, the voting on such matters shall take place exclusively amongst the members of the relevant Group in accordance with the rules mentioned above and their decisions shall be deemed to be decisions of the meeting of the Condomini.

2.4 Each Group shall be entitled to appoint a person (each a "Representative") from the Group to represent the Group in any meeting of the Condomini and in all its dealings with the Administrator and should a Group determine between themselves to appoint a Representative the following rules shall apply:

2.4.1 The Representative must be appointed by not less than two thirds (2/3rds) of the Condomini belonging to the Group at a meeting of the Group held for this purpose;

2.4.2 The appointment shall be without any honorarium, for a term of two years, unless otherwise agreed at the meeting of the Group;

2.4.3 The Representative shall immediately inform the Administrator of his appointment and of the term thereof and shall present to him minutes of the meeting confirming his appointment together with his name, address, telephone numbers and if available, his facsimile number and e-mail address to be entered in a register to be held for this purpose by the Administrator;

2.4.4 The Representative may be removed or substituted by not less than two thirds (2/3rds) of the Condomini belonging to the Group at a meeting of the Group held for this purpose and in such case the Administrator shall be immediately informed of the removal or substitution of the Representative and copied with the minutes of the relative meeting and the Administrator shall make the appropriate note in the register mentioned in Clause 2.4.3 above;

2.4.5 The Group shall be represented at the meeting of the Condomini by the Representative who, saving for the provisions of Rule 2.4.7 of these Rules, shall be the only one entitled to vote for the Condomini of the Group at such meetings, provided that the other Condomini shall retain the right to be notified of meetings, to attend the meetings and to receive the minutes thereof;

2.4.6 The Representative shall represent all the members of the Group in dealings of the Group with the Administrator and the Administrator may deal with the Representative on behalf of the Group.

2.4.7 Notwithstanding anything stated above when the matters referred to in Rules 2.2.1 and 2.2.2 of these Rules are being determined by the Condomini of the Group amongst themselves, whether such matters are determined at a meeting of the Condomini, a meeting of the Group or otherwise, the Representative shall not represent the Group and shall not enjoy any additional authority and in such cases each Condominus in the Group shall retain his or her own vote.

2.5 The provisions of Part 2 of these Rules (**The Condominium and its Groups**) shall be without prejudice to the Administrator's representation of all the Condomini within the Condominium and to his judicial and legal capacity to sue the Condomini or third parties and to be sued in terms of the Act and these Rules.

3. Register of Condomini

3.1 Each Condominus, upon becoming a condominus of the Condominium, shall indicate to the Administrator his name, address and telephone numbers as well as evidence as to his title to the relative unit in the condominium, and, if available, his facsimile number and e-mail address. Upon such evidence as to title to the unit being produced, as may from time to time properly be required by the Administrator, the above-mentioned details shall be entered in the Register of Condomini.

3.2 In addition to the provisions of Rule 2.4 a Condominus may appoint a representative who, on being entered into the Register of Condomini, shall be the person to whom any notice, including notices of meetings of the Condomini, is to be served and who shall represent the Condominus and his unit during a meeting of the Condomini. For this purpose, the Condominus shall indicate to the Administrator the representative's name, address, telephone numbers and if available, his facsimile number and e-mail address to be entered in the Register of Condomini. Upon such evidence as to such appointment being produced as may from time to time properly be required by the Administrator, the above-mentioned details shall be entered in the Register of Condomini.

3.3 Where a unit is owned by more than one Condominus, the Condomini owning that unit shall indicate to the Administrator the name and address and, if available, the facsimile number and e-mail address of the person who, on being entered into the Register of Condomini, shall be the person to whom any notice, including notices of meetings of the Condomini, is to be served and who shall represent that unit during a meeting of the Condomini. For this purpose, the said Condomini shall indicate to the Administrator the representative's name, address, telephone numbers and if available, his facsimile and e-mail address to be entered in the Register of Condomini. Upon such evidence as to such appointment being produced as may from time to time properly be required by the Administrator, the above-mentioned details shall be entered in the Register of Condomini. Such representative shall continue to represent the Condomini jointly owning the same unit until such time as the said Condomini agree to substitute the representative and inform the Administrator accordingly.

3.4 The representative appointed under Rules 3.2 and 3.3 above shall be responsible towards the Administrator, jointly and severally with the Condomini he represents, for all the obligations relating to the unit.

4. Functions and Powers of the Administrator

4.1 The Administrator shall do and perform all services, acts and other things necessary or advisable to manage and administer the Condominium.

4.2 In connection with such management and administration, the Administrator shall, subject to any mandatory provisions of the Act, have all such powers and authority which are necessary, ancillary, conducive or advisable in relation to the management and administration of the Condominium which shall include but not be limited to the following:

4.2.1 to execute the decisions of the meeting of the Condomini and of the meeting of any Group and to ensure the observance of the rules and regulations regulating the Condominium;

4.2.2 to regulate the use of the Common Parts of the Condominium and the performance of services in the common interest, in such a way that all the Condomini are assured the maximum benefit possible, and to enforce the Regulations;

4.2.3 to perform such acts, including the provision or procurement of services, as are necessary or advisable for the preservation, protection, cleaning, upkeep, maintenance, redecoration and ordinary and extraordinary repairs of the Common Parts of the Condominium;

4.2.4 to apportion the Costs in the manner set out in these Rules;

4.2.5 to collect the contributions from the Condomini and, if deemed necessary or advisable by the Administrator, to set up and maintain a floating fund to which the Condomini shall contribute their share, which contribution towards the floating fund may be included as part of the Cost;

4.2.6 to claim or receive monies or interest including penalties due in terms of the Regulations;

4.2.7 to take the necessary steps to have in force an adequate insurance of the Condominium;

4.2.8 to prepare, negotiate, make, sign, renew, amend, perform and cancel agreements, contracts, cheques, promissory notes, bills of exchange, or other negotiable instruments, or other documents and instruments in connection with the management and administration of the Condominium;

4.2.9 to engage, where necessary, consultants and advisers;

4.2.10 to perform such other acts which are necessary, ancillary, conducive or advisable in relation to the above;

4.2.11 to establish membership fees for the use of Recreational Facilities and the terms and conditions applicable thereto including rules which establish the number of guests a Condominus shall be allowed to invite or allow to use the Recreational Facilities – provided that it is understood that all condomini within the Complex shall be entitled to apply for membership to make use of the Recreational Facilities and that any membership fee paid by a Condominus shall be non-refundable;

4.2.11 to perform its obligations under these Rules and do all the above through attorneys, agents, independent contractors, sub-contractors and employees;

4.3 in matters relating to the Common Parts of the Condominium, the Administrator has the representation of all the Condomini and has also the judicial and legal capacity to sue the Condomini or third parties and to be sued with regard to any matter concerning the Common Parts of the Condominium and to accept service of any order made by any authority on matters which concern the Common Parts of the Condominium. Provided that if the sworn application, judicial act or order relates to a matter which though related to the Condominium goes beyond the functions of an administrator of a Condominium in terms of the Act, the Administrator shall be bound to inform

without delay the Condomini and to convene a meeting of the Condomini to discuss the matter; provided further that if such matter relates exclusively to a Group the Administrator shall be bound to inform without delay the Condomini of the Group and to convene a meeting of the Group to discuss the matter.

5. Duties of the Administrator

5.1 The Administrator shall carry out its functions and perform its obligations in terms of this Rules and the Act with due diligence.

5.2 The Administrator shall keep the following registers:

5.2.1 a Register of Condomini, it being understood that it shall be the obligation of each Condominus to furnish his name, postal address and telephone numbers or that of his/their representative as well as their facsimile number or e-mail address to the Administrator as provided in Rule 3 above and it shall not be incumbent on the Administrator to obtain such details itself;

5.2.2 a register containing the minutes of all the meetings of the Condomini;

5.2.3 a register containing a record of the posting of notices sent to the Condomini and their representatives;

5.2.4 a register containing a copy of all notices, decisions and directives affixed on the notice board in terms of Rule 5.3 below with the relative dates of their affixing;

5.2.5 a register containing the minutes of all the meetings of each Group, it being understood that it shall be the obligation of each Group to furnish copies of the minutes to the Administrator and it shall not be incumbent on the Administrator to obtain such minutes itself; and

5.2.5 a register containing a list of the Representatives of the Groups and the term of their appointment, their postal address and telephone numbers and if available their facsimile number or e-mail address, it being understood that it shall be the obligation of each Group to furnish to the Administrator with the appointment or removal of Representatives and it shall not be incumbent on the Administrator to obtain such information.

On termination of this appointment, the Administrator shall hand over the said registers to the new administrator.

5.3 In addition to the requirement to affix notices on the notice board as stated in Rule 5.4 below, any notice which the Administrator is bound to give to the Condomini, including notices of meetings of the Condomini, shall be presumed to have been validly given if such notice is sent by registered mail to the Condominus or the representative (if any) registered in the Register of Condomini and such notice shall, for all intents and purposes of law, be considered to have been served three (3) days after posting if the address is in Malta and seven (7) days after posting if the address is overseas: Provided that no notice shall be required in respect of a Condominus who does not indicate his postal address or that of his representative in accordance with Rule 3 above: Provided further that the Administrator may, instead of sending the said notice by registered mail, send it by facsimile transmission or by any other electronic means in which case the notice shall be considered to have been served the day after it has been so transmitted.

5.4 The Administrator shall ensure that a notice board is fixed in a prominent place in the Common Parts and shall affix on such board the notices of all meetings of the Condomini, all the decisions taken during the said meetings as well as any decision or directive which he deems to be of such importance that requires that they be brought to the notice of the Condomini.

5.5 The Administrator shall convene, chair and keep minutes of all meetings of the Condomini. Without prejudice to Rule 5.6 meetings shall be convened as the Administrator may deem necessary or desirable.

5.6 The Administrator shall:

5.6.1 convene and hold a meeting of the Condomini at least once annually for the purposes stated in Article 21 of the Act and whenever a request is made for a meeting by Condomini representing one third (1/3rd) of the total votes held by all the Condomini, in which case the meeting shall be convened not later than twenty one (21) day from the date of such request;

5.6.2 render annual accounts in relation to all monies spent and received relating to the management and administration of the Condominium to the Condomini at the meeting referred to in Rule 5.6. above which accounts are to be audited by Certified Public Auditors;

5.6.3 keep or procure the keeping of proper management accounts relating to the management and administration of the Condominium;

5.6.4 prepare the estimates of Costs to be incurred during the year and submit such estimates for the approval of the meeting referred to in Rule 5.6.1 above, provided that if a Group has submitted its own estimates of Costs to the Administrator and such estimates have been approved by the Administrator, the Administrator shall submit this estimate to the meeting of the Condomini without the need of further approval;

5.6.5 apportion of the Costs between the Condomini in accordance with the terms set out in these Rules.

6. Meetings of the Condomini

6.1 Meetings of the Condomini shall be held as required by the Act and when convened by the Administrator in accordance with these Rules. No meeting shall be held before the expiry of seven (7) days from the service of the notice in terms of Rule 5.3 above and from the affixing of the notice in terms of Rule 5.4 above. No matter which falls within the exclusive jurisdiction of a Group in terms of Rules 2.2.1 and 2.2.2 of these Rules shall be considered during a meeting of the Condomini unless this has been expressly stated in the notice of the meeting.

6.2.1 A Condominus may be represented during a meeting by a proxy who during the meeting shall have the same rights and obligations as the Condominus represented by him. The Condominus shall appoint a proxy by means of a written instrument. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited with the Administrator at the commencement of the meeting. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after the expiration of twenty four months from the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from the date.

6.2.2 In accordance with the provisions of Rule 2.4.5 of these Rules but without prejudice to the provisions of Rule 2.4.6 of these Rules, a Group may be represented during a meeting by the Representative of the Group.

6.2.3 Each Condominus of a residential unit whether situated in a Residential Block or otherwise, or, in case of a unit owned by more than one Condominus, the Condomini jointly through their representative, shall be entitled to seventeen (17) votes in respect of each residential unit held by him or them and in respect of which he or they are registered in the Register of Condomini.

6.2.4 Each Condominus of a garage/ parking space whether situated in a Garage Complex or otherwise, or, in case of a unit owned by more than one Condominus, the Condomini jointly through their representative, shall be entitled to one vote in respect of each parking space held by him or them and in respect of which he or they are registered in the Register of Condomini. It being understood that a one car garage shall be equivalent to one parking space, a two car garage shall be equivalent to two parking spaces and so on.

6.2.5 Save for the provisions set out in Clause 2.4.7 a Representative shall be entitled to all the votes of the Condomini he represents.

6.2.6 If the Administrator is a Condominus he shall be entitled to his vote/s qua Condominus.

6.3 The quorum for a meeting shall be a number of Condomini representing two-thirds of the total votes held by the Condomini. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Administrator may indicate beforehand in the notice convening the meeting; and if at the adjourned meeting a quorum is not present within half an hour from the appointed time the Condominus of Condomini present or represented in that meeting shall be a quorum.

6.4 Decisions taken at a meeting shall be valid if approved by the required majorities in terms of the Act and these Rules and shall be binding on all the Condomini, it being understood that such majorities shall be reckoned on the basis of the number of votes held by the Condomini and not the number of persons as stated in the Act and that in order to establish whether a decision taken by a particular Group in terms of Rules 2.2.1 and 2.2.2 of these Rules has been approved by the required majorities only the votes of the Condomini of the relevant Group shall be taken into account.

6.5 The meeting shall be chaired by the Administrator. In his absence, any Condominus as decided at the beginning of the meeting shall chair the meeting. The Chairman of the meeting shall have, in the case of a tie, a casting vote. For the avoidance of doubt, if the Administrator is not a Condominus, he shall have no original vote but only a casting vote in the case of a tie.

6.6 Any Condominus who disagrees with a decision of the meeting on the grounds that the decision is contrary to the Act or to the Rules and Regulations of the Condominium or is unreasonable or oppressive may refer the matter to arbitration in terms of article 23 of the Act.

7. Compensation to Administrator

7.1 The Administrator may receive a fee as compensation for the performance of its functions and obligations under these Rules. The annual meeting of the Condomini shall determine whether the Administrator shall be paid for his services or whether the post shall be held on a voluntary

basis. If the meeting decides that a fee should be paid to the Administrator the meeting shall determine the annual fee for the following year. In case of disagreement on the quantum of the fee the Administrator shall be paid an annual fee equivalent to fifteen per cent (15%) of the Costs by way of full compensation for the performance of his functions and obligations under these Rules. In any case the Administrator is entitled to receive full reimbursement of all Costs as it may have legitimately incurred in the proper discharge of its obligations under these Rules and the Act.

7.2 Each Condominus shall be liable towards the other Condomini, acting through the Administrator, to contribute his share of the Costs as set out in these Rules. A Condominus may not oppose a demand (including a demand made in judicial or arbitral proceedings) for the contribution of Costs on the grounds of any defect, delay or any shortcoming in any works carried out in the Common Parts of the Condominium. If any Condominus fails to pay his contribution to Costs within the time mentioned in Rule 7.3 below interest at the maximum rate permissible by law from time to time, but not exceeding 12% per annum, shall run on the amount or balance thereof due.

7.3 Each Condominus shall, upon becoming a Condominus, pay to the Administrator an amount equivalent to his share of the estimate of the Costs (calculated as stated hereunder) for one year in advance or a pro rata share thereof should he become a Condominus after the first day of that year; the said payment shall be made together with the details he is bound to furnish to the Administrator in terms of Rule 3.1. Thereafter, each Condominus shall pay annually in advance to the Administrator, by not later than four weeks from written demand, his share of the estimate of the Costs based on the approved estimates of Costs referred to in Rule 5.6.4 above and apportioned in accordance with these Rules. Any under or over payment, which may result due to any discrepancy in the annual payment between estimated and actual Costs, shall be added or deducted (as the case may be) in the subsequent annual contribution due. The Administrator shall deposit the contributions received in a bank account except for a petty cash account which may be retained by the Administrator for day-to-day expenditure.

7.4 Nothing in these Rules shall oblige or bind the Administrator in the performance of its obligations to incur any expenditure from funds other than from funds received and/or collected in advance by the Administrator.

8. Apportioning of Costs

8.1 To calculate the contribution of the Costs payable by each Condominus in respect of each unit, Costs are to be divided between the Condomini in the following manner:

8.1.1 All Costs which refer exclusively to the Block Common Parts shall be borne in equal portions between the Condomini who own units in the relevant Residential Block, without any regard being had to the area or value of the property owned pro diviso by each Condominus.

8.1.2 All Costs which refer exclusively to the Garage Complex Common Parts shall be borne in equal portions between the Condomini who own units in the Garage Complex, without any regard being had to the area or value of the property owned pro diviso by each Condominus.

8.1.3 All Costs which refer to the Condominium's portion of the Complex Common Parts and to the matters referred to under Rule 2.2.4. above, as well as the fees (if any) and overhead expenses of the Administrator, shall be borne by each Condominus according to the number of votes held by the Condominus in relation to the total number of votes held by all the Condomini together.

8.1.4 All Costs which refer to the Recreational Facilities shall be borne by those condominium within the Complex who have obtained membership to the Recreational Facilities and shall be apportioned between them as shall be determined by the Administrator on the basis of the number of guests (including family members and co-owners) a condominium shall be entitled to invite or allow to use the Recreational Facilities. For the avoidance of doubt only condominium who own a residential unit within the entire Complex are entitled to apply for membership to the Recreational Facilities.

8.2 Where the Costs are made with respect to anything that serves the Condomini in an unequal measure, the said Costs shall be apportioned in proportion to the use that each one can make, it being understood that unless that method applicable for this apportionment is already provided for in these Rules, such apportionment shall be made by the Administrator and that his decision shall be final.

8.3 The Administrator shall insure the Condominium against any damage and/ or destruction in such manner as the Administrator may deem necessary and desirable, and the premium shall form part of the Costs. For the avoidance of doubt, each Condominus shall have the right to make additional insurance at his own expense in respect of his individual unit.

8.4 When a ceiling is the ceiling of a lower storey and the floor of a higher storey of the Condominium, the costs incurred for the maintenance and ordinary and extraordinary repairs of such ceiling shall be borne as to one-half by the Condominus of the lower storey and as to the other half by the Condominus of the higher storey: Provided that

8.4.1 the Condominus of the higher storey shall bear all the costs connected with the laying of the paving of the floor;

8.4.2 the Condominus of the lower storey shall bear the costs for the painting and decoration of the ceiling as well as for any services above the roof relating to the lower storey;

8.4.3 where the higher storey or the lower storey forms part of the Common Parts of the Condominium, the costs referred to in 8.4.1 and 8.4.2 in respect of the storey which is a Common Part of the Condominium, shall be borne by the Administrator on behalf of the Condomini.

8.5 A Condominus who incurs Costs without having been authorised in writing to incur those Costs by the Administrator or by the meeting, does not have a right to be reimbursed for the said Costs, unless they were of an urgent and essential nature or unless they are ratified by a meeting of the Condomini or of a Group, as the case may be. Where no agreement is reached on whether the Costs were of an urgent nature, the matter shall be referred to arbitration.

8.6 The Administrator shall apportion the Costs in the manner established in this Section 8 and shall provide the amount that shall be payable by each Condominus annually in advance.

9. Regulations regulating the use of the Condominium

9.1 The use of the Condominium shall be regulated by the Regulations set out in Schedule A attached to these Rules and each Condominus shall observe these Regulations.

10. Amendment of Rules and Regulations

10.1 These Rules and the Regulations set out on Schedule A attached herewith may be changed by a number of Condomini representing two-thirds (2/3rds) of the total votes represented at a meeting of the Condomini held for this purpose.

11. Applicable Law and Arbitration

11.1 These Rules shall be read and construed in accordance with Maltese Law.

11.2 Any dispute arising hereunder shall be referred to arbitration in terms of the Act.

Schedule A

Regulations relating to the preservation of the Condominium's décor and the use of the Common Parts and of the properties within the Condominium.

1.1 In this document, unless the context shall otherwise require, the terms and expressions defined in the Condominium Rules to which these regulations are annexed shall have the same meaning in these Regulations and in addition thereto the following words and expressions shall have the following meanings:

"an Apartment" means an apartment/penthouse or other residential unit held pro diviso by a Condominus.

"a Garage" means a garage/parking bay, whether within a Garage Complex or otherwise, held pro diviso by a Condominus.

"the Property" means an Apartment and a Garage together or either an Apartment or a Garage as the context may require.

"Developer" means Fair View Property Limited C37844.

"these Regulations" means the regulations contained in this document as may be amended from time to time.

General Regulations

2 A Condominus shall:

2.1 Not fix or permit or suffer to be fixed any water tanks and / or air-conditioning equipment, wireless or television aerial/ reception equipment or satellite dish except in the place specifically designated for this purpose and in the manner determined by the Developer and only after obtaining the prior written consent of the Developer, it being understood that the Developer may also determine the specifications and quality of the aforesaid facilities. Provided, that if any such facility has already been placed or installed by a Condominus in accordance with the provisions set out in his title deed, the aforesaid Condominus shall not be asked to remove such facility unless a suitable alternative location is designated by the Developer.

2.2 Not pass or permit to be passed any services (including, without limitation, any telephonic or T.V. connection or wiring or electrical wiring or fittings) in, over or through the Common Parts of the Condominium or any place on the outside of the Condominium or the Property (including balconies, terraces, patios and shafts and internal yards), except in the areas specifically designated for his purpose and with the consent of the Developer.

2.3 Not do or commit or permit or suffer to be done or committed, whether in his own Property or in any part of the Common Parts of the Condominium, any act or omission which creates or gives rise to or is likely to create or give rise to damage, nuisance or annoyance to the other Condomini or occupiers of any of the other properties in the Condominium.

2.4 Not carry out or suffer to be carried out in the Property, or any part thereof, any trade or business whatsoever or permit the same to be used in the case of an Apartment for any purpose other than as a private dwelling, and in the case of the Garage as a garage for the parking of vehicles

or the storage of household goods which shall not be the cause of danger or nuisance. For the avoidance of doubt, this does not exclude the right of the Condominus or his successors in title to lease or allow others to use, under any title, his Property for the purposes allowed in these Regulations.

2.5 Not perform any act or allow any omission, in general, which may be deemed by the Developer or the Administrator to constitute an inconvenience or nuisance.

2.6 Not alter or permit or suffer to be altered the external plan or elevation of an Apartment or the external decoration of the external walls (including awnings, shades, fixtures, apertures and finishes thereon) of an Apartment or do anything to alter the character or the external appearance of the Complex and/or of a Residential Block and/or of a Garage Complex or of the front door of an Apartment and/or of a Garage and/or the entrance to the Complex and/or to a Residential Block and/or to a Garage Complex without the prior written consent of the Developer.

2.7 Not hang washing, rugs, carpets or any other item in the Block Common Parts and/or in the balconies whether on the front or rear façade of an Apartment if these items shall be visible from the outside of an Apartment.

2.8 Not place or permit to be placed any advertisement or notice of any description in the window or on the outside of an Apartment or of a Residential Block or of a Garage or of a Garage Complex without the prior written consent of the Developer and the Administrator. This provision shall not prevent a Condominus from having a small plate showing his name with notice of his profession or business outside the entrance door of his Apartment.

2.9 Not place garbage in any area except in the area designated for such purpose.

2.10 Not make use of the Common Parts of the Condominium in such a manner as to hinder the enjoyment and use thereof by other owners. In particular, a Condominus shall not leave any personal effects in the Common Parts of the Condominium or otherwise obstruct the use thereof by the other Condomini.

2.11 Not allow animals of any nature whatsoever in any part of the Condominium.

2.12 Not carry out any internal structural alteration to an Apartment or a Garage without the prior written consent of an architect appointed by the Developer. In the event that a Condominus acquires permission to carry out structural alterations, he will remain responsible:

- i. to obtain development permits
- ii. for any damage caused to third parties
- iii. to pay all costs, including architect supervision

2.13 Carry out at his cost and expense all repairs to his Property which may become necessary from time to time in a timely manner and as expeditiously as possible and in a manner so as to avoid inconvenience or annoyance to the other Condomini.

2.14 Not permit any parts of his Property that may be ordinarily visible from the outside to be used for storage purposes.

2.15 Not use or allow his Property or the Common Parts of the Condominium to be used for any purpose other than the purpose for which they were designed or for more than a reasonable

number of persons for which they were designed and further not to cover or obstruct any skylights, windows or other apertures that reflect or admit light into passageways or other places within the Common Parts of the Condominium.

2.16 Ensure that his Property, whether complete or in an unfinished state, is kept clean and well maintained both on the outside and on the inside, and shall not neglect or abandon his Property in any manner which may be the cause of peril, inconvenience, hygienic treat or an eyesore to the other Condomini in the Condominium.

3. The Condominus shall ensure that these Regulations are imposed upon any occupiers of the Property from time to time (whether tenant or otherwise) and to stand jointly or severally responsible for the proper performance and full compliance therewith by the occupier.

4. If any part of the Condominium is completely or substantially destroyed, it shall be reconstructed and the Condominus undertakes and binds himself to act in a manner to procure such reconstruction. In this regard, the Condominus undertakes to take out, together with all the other Condomini, through the Administrator a buildings all risks insurance policy (including third party liability) covering the entire Condominium for its full rebuilding value with a reputable insurance company. The expenses for the reconstruction and insurance referred to in this clause shall be borne by the Condomini as specified in the Condominium Rules. Expenses for insurance shall form part of the Costs (as defined in the Condominium Rules).

5. In the event that an electricity sub-station or any other service facility shall be required to be installed in the Condominium or part thereof, the Condominus shall allow to the provider supplying and installing the facility the rights of access and servitudes which shall be reasonably required by the said provider to supply and install the facility and furthermore the Condominus shall not obstruct the Developer from transferring any part of the Common Parts of the Condominium to the provider for this purpose.

Regulations applicable to the Garage

6. In addition to the General Regulations set out above, the Condominus undertakes and binds himself that, where the Property is a Garage:

6.1 If the Garage was purchased as a garage space or parking space, not to carry out or permit to be carried out any works intended at closing off the garage space.

6.2 If the Garage is a garage space or parking space, not to park one's vehicle over the area covered by the lines painted onto the ground to delineate the garage space.

6.3 If the Garage is a garage space, not to place any garbage in the garage space.

6.4 A Condominus shall not sell his Garage, whether a lock-up garage or a parking space, separately from the Apartment owned by the Condominus unless to another Condominus who owns an Apartment in the Complex.

Regulations applicable to the Recreational Facilities

7. Only condomini who own an Apartment within any part of the Complex shall be entitled:

- i. to apply and be granted membership to the Recreational Facilities under the terms and conditions (including terms and conditions relating to fees and expenses which are payable by members and the number of guests/ tenant entitled to use the Recreational Facilities) as shall be established from time to time by the Administrator; and
- ii. subject to the payment of a non-refundable membership fee and the observance of the relative terms and conditions to use or to invite or allow others to use the Recreational Facilities.

It being understood that any money collected from the condomini in accordance with the terms of this Regulation 7, under whatever name called, shall be utilised by the Administrator, exclusively towards the Costs relative only to the Recreational Facilities – provided that the Administrator shall utilise all monies collected by way of membership fees in terms of this Regulation 7 in order to reimburse the Developer for any capital expenditure incurred by the Developer in refurbishing and embellishing the swimming pool and pool area of the Complex.

Rights of the Administrator and the Developer

8. The Administrator and the Developer, when applicable, in addition to all other means granted to them by law to ensure the strict compliance of these Regulations, shall also be entitled:

8.1 To order a Condominus or his guests, visitors, co-owners, co-inhabitants and tenants, to do or desist from doing anything in order to comply with these Regulations.

8.2 To take such appropriate measures as they or either one of them shall deem appropriate, at the expense of the defaulting Condominus, to remedy anything done by the Condominus in contravention of these Regulations and which the Condominus shall fail to remedy within a reasonable time notwithstanding a request made by the Administrator or the Developer.

8.3 In the event that the Condominus shall be in default and shall remain so in default after due notice in writing by the Administrator or the Developer allowing him reasonable time to remedy the default, the Condominus shall be liable to pay a penalty to the Administrator of between one hundred and sixteen Euro and forty seven cents (€116.97) to two hundred and thirty two Euro and ninety four cents (€232.94) per day of default as indicated in the notice, which penalty shall be due from the date indicated in the notice until the default is remedied, and shall be due for mere delay and all amounts received by the Administrator in terms of this regulation shall be utilised towards the benefit of the Condominium and shall be without prejudice to any right of action or claim for damages which the Developer and / or the Administrator may have against such defaulting part.

9. When in accordance with these Regulations the consent or approval of the Developer is required such consent or approval shall, unless otherwise stated in these, be granted or refused exclusively by the Developer, provided that this right of the Developer as well as the rights granted to the Developer in terms of Regulation 8 hereof shall continue until the Developer shall transfer in writing these rights to the Administrator, or the Developer shall not own units in the Complex, or the Developer is liquidated or otherwise stops operating, whichever of these dates/occurrences shall be the earlier and thereafter any such consent or approval shall be granted or refused, and any such rights shall be exercised, by the Administrator.

ANNEXE ONE (1)

PART A

Definitions

The Parties agree that, for the purposes of this Annexe, the definitions contained under the heading '**Definitions**' in Purchaser's title deed shall apply in their entirety, in addition to the following definitions:

- A1. "an Apartment" means an apartment/penthouse or any other residential unit within the Complex;
- A2. "a Garage" means a garage/parking bay whether within a Garage Complex or otherwise within the Complex;
- A3. "the Purchaser's title deed" shall mean and include the deed signed between the Company and the Purchaser on the _____ in the records of Notary Doctor _____;
- A4. "Purchaser" shall mean _____;
- A5. "the Company" shall mean Fair View Property Limited (C 37844).

Rules of Interpretation

- i. If the persons in this Annexe referred to as the Purchaser are more than one, this Annexe shall be construed accordingly and all appropriate reference to the singular shall be construed in the plural. Similarly, if the person in this Annexe referred to as the Purchaser is a woman, this Annexe shall be construed accordingly and if the person in this Annexe referred to as Purchaser is a legal person, this Annexe shall be construed accordingly.
- ii. If the persons in this Annexe referred to as Purchaser are two or more, they hereby agree that all obligations assumed by them in this Annexe have been assumed by them jointly and severally.
- iii. If the Administrator is a woman, this Annexe shall be construed accordingly and if the Administrator is a legal person, this Annexe shall likewise be construed accordingly.
- iv. The headings in this Annexe are inserted for convenience only and do not affect its construction.
- v. The plans and documents annexed to this Annexe shall be construed to form a substantial and integral part of this Annexe, and any references to this Annexe shall include a reference to the said Annexe and documents.

PART B

RIGHTS, APPURTENANCES AND SERVITUDES

B1 The Common Parts (with the exclusion of the external walls appertaining to an Apartment) shall remain the property of the Company and shall not be included in the sale of any Apartments and/or Garages, but shall be subject to the praedial servitudes and rights of use mentioned in this Annexe.

B2 An Apartment shall enjoy the perpetual praedial servitude consisting of the right of passage, both pedestrian and vehicular (where applicable), over the entrance gate, access roads, passages, gates, doors, stairs, landings and lifts of the Complex Common Parts and the Block Common Parts of the Residential Block in which an Apartment is situated, which grant access to and from the main entrances of the Complex to an Apartment.

B3 A Garage shall enjoy the perpetual praedial servitude consisting of the right of passage, both pedestrian and vehicular (where applicable), over the entrance gate, roads, passages, gates, doors, stairs, landings, lifts and internal driveways of the Complex Common Parts and the Garage Complex Common Parts of the Garage Complex in which a Garage is situated, which grant access to and from the main entrances of the Complex to a Garage.

B4 The servitudes mentioned in paragraphs B2 and B3 shall be perpetual and without limitation but shall not be construed in any way to limit the right of the Company or of its successors in title to grant similar servitudes and/or other personal or real rights over the Common Parts in favour of any other part of the Complex (including any future developments which may be added to the Complex or to a Residential Block or to a Garage Complex) or of any Condominus or occupier thereof.

B5 An Apartment and the remainder of the Complex (including any future developments which may be added to the Complex) shall enjoy such active servitudes and shall be subject to such passive servitudes in relation to each other which result from and / or are inherent from their physical position in the Complex in relation to each other and are necessary for the development and proper enjoyment of the properties in the Complex (including nay future developments which may be added to the Complex); including, but not limited to, servitudes consisting of overlooking windows and balconies and the passage of the necessary services, flues, pipes, drains and wires.

B6 An Apartment shall be subject to the servitude in favour of the Complex in the sense that it may be used for residential purposes only. The Company shall constitute the same servitude on the sales of other apartments / penthouses in the Residential Blocks, it being understood that this undertaking does not apply for units outside the Residential Blocks.

B7 The Garage Complexes including the units therein shall be subject to the servitudes in favour of the remainder of the Complex (including any future developments which may be added to the Complex) which result from and / or are inherent to their physical position in the Complex in relation to the remainder of the Complex and are necessary for the

development and proper enjoyment of the properties in the Complex (including any future developments which may be added thereto) or to comply with building permits or other legal requirements. For the avoidance of doubt it is expressly stated that included in such passive servitudes shall be the passage of drains and drainage pipes and other services which may be required by the Company or its successors in title for the benefit of the Complex or any part thereof, including but not limited to the Residential Blocks which overlie the Garage Complexes; provided that all services are installed as required by standard building practice and do not materially affect the use and enjoyment of a Garage for the purpose it is intended.

B8 Whereas services are installed at various points within the Garage Complexes, a Garage which is in the vicinity of such points shall be subject to the passive servitude of the right of access to such services in favour of the other properties in the Complex which utilise such services. Similarly, a Garage which is adjacent to a shaft where drainage and rain water pipes are installed shall likewise be subject to the passive servitude consisting of the right of access to the shafts in favour of the other properties in the Complex which utilise the drainage and rain water pipes in the said shafts.

B9 The Company or its successors in title shall enjoy the right and are entitled to install additional services within the Garage Complexes and the Complex Common Parts as may be required from time to time to service the overlying and / or adjacent properties in the Complex including any additions to the Complex which the Company or its successors in title may build in future.

B10 A Garage shall be subject to the servitude in favour of the remainder of the Complex in the sense that it may be used solely and exclusively for the garaging of vehicles and the storage of household items the storage of which shall not be the cause of danger or nuisance. The Company shall constitute the same servitude on the sales of other garages in the Garage Complexes.

B11 The sale of an Apartment or a Garage includes the community of the dividing walls with neighbouring tenements relative to an Apartment or Garage. Nevertheless the right to receive and the obligation to pay compensation for party walls shall remain to the advantage and expense of the Company.

B12.1 The Condominus of an Apartment within the Block 80's Residential Block shall, subject to provisions of Clause B12.4 and B12.5 hereunder, have the right of use, together with the Condomini of the other apartments in the same Residential Block, of the service room ("the servient tenement") which is located at the rear of the Garage Complex 80's and is accessible from the Common Parts of the same Garage Complex, for the restrictive purposes of installing and maintaining in such service room:

- i. One water tank of a maximum capacity of five hundred litres (500lts) for an Apartment;
- ii. One water pump for an Apartment;
- iii. One gas boiler for an Apartment; and
- iv. One outdoor air-conditioning unit (VRV/F type) for an Apartment;

of such size and capacity to be approved by the Company and exclusively within an area and in the manner to be indicated by the Company. The said service room is shown highlighted in yellow on the plan annexed hereto and marked as document letter 'Z', bounded on all compass points by the remainder of the Complex.

B12.2 The Condominus of an Apartment which is situated within each of the uppermost three (3) floor levels (namely Level 6, Level 7 or Level 8) within the Block 10's or the Block 20's Residential Blocks shall, subject to provisions of Clause B12.3 hereunder, have the right of use - together with the Condomini of the other apartments within the same floor level of each of the same Residential Blocks, of the service area ("the servient tenement") which is located on the same level as the Apartment within the Complex Common Parts separating the same Residential Blocks and which service area is accessible from the Common Parts of the same respective Residential Blocks, for the restrictive purposes of installing and maintaining within such service room:

- i. One water tank of a maximum capacity of five hundred litres (500lts) for an Apartment;
- ii. One water pump for an Apartment;
- iii. One gas boiler for an Apartment; and
- iv. One outdoor air-conditioning unit (VRV/F type) for an Apartment;

of such size and capacity to be approved by the Company and exclusively within an area and in the manner to be indicated by the Company. The said service area is shown highlighted in yellow on the plan annexed hereto and marked as document letter 'Y', bounded on all compass points by the remainder of the Complex.

B12.3 The Condominus of an Apartment referred to under Clause B12.1 or Clause B12.2 above, shall also have the right of access to the service room/service area mentioned under the same clauses, for the purpose of carrying out maintenance on and repairs to the said specific services. Such right of access shall be provided and regulated in such manner and subject to such restrictions as shall be determined by the Administrator.

B12.4 The Condominus of an Apartment within the Block 10's or Block 20's or Block 80's Residential Blocks shall be bound to purchase all equipment/boiler/radiators which are required to provide gas services to an Apartment exclusively from Falzon Energy Projects, and to purchase all gas requirements from LP Gas as the exclusive gas service provider, or otherwise (in either case) from such other entity as the Company may, in its absolute discretion, determine or approve.

B12.5 The rights granted unto the Condominus of an Apartment within the Block 80's Residential Block in terms of Clause B12.1 above, and the service room ("the servient tenement") described under the same clause, shall be subject to the concurrent right of use, including the necessary right of passage over the Garage Complex 80's Common Parts ("the servient tenement") to gain access to the said service room, by the Company and its successors in title, including the Condomini of other Apartments within the Complex, for the purposes of:

- i. gaining access to the water reservoir and cesspit situated within the Complex Common Parts for purposes of maintenance and repair;
- ii. installing and maintaining therein any pump and other equipment to serve the pond, water reservoir and cesspit within the Complex Common Parts, as well as for carrying out any maintenance and repair works thereto;
- iii. installing and maintaining therein any equipment to serve the lift which leads from the Complex Common Parts to the Recreational Facilities and any water connections and other related equipment linked between the water reservoir and the swimming pool within the Recreational Facilities, as well as for carrying out any maintenance and repair works thereto.

B13.1 The Block 10's Garage Complex and the Complex Common Parts ("the servient tenements") shall be subject to the right of passage of cables in favour of each Apartment within the Block 80's Residential Block for the service of gas to each such Apartment from the gas room which is located within the Complex Common Parts, adjacent to the Block 10's Garage Complex. Such right shall include the right of access to the Block 10's Garage Complex and the Complex Common Parts, for the purpose of installing such a service and/or for carrying out maintenance on and repairs to the said cables, which right of access shall be provided and regulated in such manner and subject to such restrictions as shall be determined by the Administrator.

B13.2 The Company shall be entitled to install on the roof of Block 10's Residential Block two satellite dishes or similar television reception facilities for the benefit of all the apartments/penthouse in each of the Block 10's, Block 20's and Block 80's Residential Blocks. The Block 10's Residential Block (including the roof thereof), the Block 10's Garage Complex and the Complex Common Parts ("the servient tenements") shall be subject to the right of passage of cables in favour of each Apartment within each of the Block 10's, Block 20's and Block 80's Residential Blocks for the passage of satellite services to every Apartment within each Residential Block from the two satellite dishes which are located on the roof of the Block 10's Residential Block. Such right shall include the right of access to the Block 10's Residential Block (including the roof thereof), the Block 10's Garage Complex and the Complex Common Parts, for the purpose of installing such a service and/or for carrying out maintenance on and repairs to the said cables, which right of access shall be provided and regulated in such manner and subject to such restrictions as shall be determined by the Administrator.

B14. The rights granted under any part of Clause B12 and/or Clause B13 above shall be enjoyed in perpetuity by the Condominus of an Apartment and shall constitute an integral part of the title to an Apartment, which shall be transferred together with an Apartment but shall not give the Condominus any property rights over any of the servient tenements identified under any part of Clause B12 and/or Clause B13.

B15.1 Without prejudice to the provisions of Clause B13.2, no Condominus, including without limitation the Condominus of a penthouse, in any one of the Residential Blocks shall, notwithstanding that such Condominus may acquire the roof and airspace of such Residential Block in ownership from the Company, make any use, of whatever nature or for

whatever reason, of any part of the roof or airspace of the Residential Block without the prior written consent of the Vendor or its successors in title, which consent may be granted or refused in the sole discretion of the Vendor or its successors in title, and such decision shall not be subject to review by any court or authority.

B15.2 Without prejudice to the provisions of Clause B13.2, the Condominus of a penthouse who has acquired the roof and airspace of such Residential Block in ownership from the Company, shall not be entitled to make any developments or any additional structures thereon without the prior written consent of the Vendor or its successors in title, which consent may be granted or refused in the sole discretion of the Vendor or its successors in title, and such decision shall not be subject to review by any court or authority.

PART C

THE CONDOMINIUM

C1 Without prejudice to the provisions of Part B of this Annexe, a Condominus shall have the right of use of:

- i. the Block Common Parts of a Residential Block in which his apartment / penthouse is situated, which right shall be enjoyed together with the Condomini of the other apartments / penthouses which may exist at any time in the same Residential Block, including any future developments which may be added thereto;
- ii. the Garage Complex Common Parts of a Garage Complex in which his garage is situated, which right shall be enjoyed together with the Condomini of the other garages which may exist at any time in the same Garage Complex, including any future developments which may be added thereto;
- iii. the Complex Common Parts, which right shall be enjoyed together with the condomini of the other units which may exist at any time in the Complex including any future developments which may be added thereto;

which common parts, wherever situated, may be used solely and exclusively for the purposes for which they are intended, with prudence and with the least inconvenience possible to the other condomini and in accordance with the provisions of this Agreement.

C2 The rights of use granted to the Condominus in paragraph C1 above are attached to the unit held *pro diviso* by the Condominus, and shall be enjoyed in perpetuity and for the purpose shall be transferred by the Condominus together with the *pro diviso* unit to the new Condominus.

C3 The Company shall provide the use of the Recreational Facilities, which shall by definition include also those lifts which grant access from the Complex Common Parts directly to the Recreational Facilities and which may be secured, at the Company's discretion, by the use of a key to be given only to those Condomini who are granted membership to the Recreational Facilities. Only Condomini who own a residential unit in the Complex shall be entitled:

- i. to apply and be granted membership to the Recreational Facilities under the terms and conditions (including terms and conditions relating to fees and expenses which are payable by members and the number of guests/ tenants entitled to use the Recreational Facilities) as shall be established by the Administrator; and

- ii. subject to the payment of a non-refundable membership fee and the observance of the relative terms and conditions, to use or to invite or allow others to use the Recreational Facilities.

C4 The costs necessary for the preservation, maintenance, replacement, ordinary and extraordinary repairs, for the enjoyment of the Condominium's portion of the Common Parts, for the rendering of services in the common interest and for the alterations agreed upon by the Condomini shall be borne *pro rata* between the Condomini in the manner set out in the Condominium Rules.

C5 All expenses necessary for the maintenance and repairs, both ordinary and extraordinary, of the roof overlying a penthouse shall be borne by the owner/s of the penthouse underlying such roof.

C6 In the event that an electricity sub-station of any other service facility shall be required to be installed in the Complex for the benefit of the Complex, the competent authority supplying and installing the facility shall enjoy the rights of access and servitudes which shall be reasonably required by the said authority to supply and install the facility and the Company may also transfer any part of the Common Parts to the competent authority for this purpose without the need of any authorisation from the condomini.

C7 The Company and its successors in title (in this Clause referred to as "the Developers") are entitled to continue with the development of the Complex and to add new structures therein whether on or under the undeveloped parts in the Complex, the Common Parts, the Residential Blocks or the Garage Complexes and may also extend a Garage Complex or interconnect it with a new or existing garage complex and subject to the approval of the owner of a penthouse (where applicable) may also add new structures on and above a Residential Block and for this purpose:

- i. the Common Parts shall be subject in favour of the new developments to the same rights and servitudes presently granted to an Apartment or a Garage and to the Purchaser and the Condomini in terms of this Annexe, without the need of any consent from the Condomini or any other formality;
- ii. notwithstanding the rights and servitudes granted on the Common Parts or part thereof, the Developers shall have the right and duty to carry out in their sole discretion whatever alterations, improvements or other infrastructural construction and other works to the Common Parts including the layout and configuration of access roads and passages and services which may be necessary for the better development and completion of the Complex (including any new developments which may be added thereto), or to enhance and protect their rights and earnings, or as may be required by law or the competent authorities;
- iii. notwithstanding anything stated in this Annexe and the Act, the Developers shall be entitled to determine in their sole discretion the aesthetics and décor

of the Common Parts which now exist and which shall be developed in the future;

- iv. provided the Developers comply with all applicable laws, the Developers and their directors, officers, employees, agents, consultants, contractors and subcontractors will not be liable for the nuisance which may ensue as a result of the carrying out of building and development works as stated above including, without limitation, any nuisance which may be caused as a result of noise, vibrations and dust;
- v. provided in exercising any of the above rights the Developers shall not disturb in any material way the Condomini's enjoyment of their units held *pro

viso* or of the Common Parts.