

MASTER COMMUNITY DECLARATION

DUBAI SOUTH RESIDENTIAL DISTRICT, DUBAI SOUTH, DUBAI, UAE



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1 Preliminary

1.1 Preamble

- (a) The Master Developer is the owner of the Master Plot situated at Dubai South, Dubai, United Arab Emirates as more particularly identified on the Master Plan.
- (b) The Master Developer is a registered developer for the purposes of the Jointly Owned Property Law.
- (c) The Master Plot is to be developed by the Master Developer, the Developer and other public and private investors, into the Master Community.
- (d) The Master Community will include Common Use Facilities.
- (e) For the proper management, administration, maintenance and control of the Master Community, the Master Developer seeks to implement an ownership and management scheme as more fully provided for in this Declaration.

1.2 General Purpose of this Declaration

- (a) By this Declaration the Master Developer imposes upon itself, all Owners, including all of the Owners Associations within the Master Community, and Occupiers a mutually beneficial scheme for the management, administration, maintenance and control of the Master Community.
- (b) The Master Developer is committed to ensuring that appropriate mechanisms are put into place to ensure that the high standards of maintenance and use of the Master Community are preserved for the mutual benefit of all current and future Owners, Occupiers and visitors within the Master Community.
- (c) The Master Developer hereby agrees to undertake the following obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts:
 - (i) to provide for the proper and mutually beneficial construction and development, management, administration and control of all aspects of common interest in the Master Community, including, in particular, the Common Use Facilities;
 - (ii) to establish a fund for the expenses of the Common Use Facilities and for the proper performance of the Master Developer's responsibilities hereunder, including a provision for future expenses;
 - (iii) to determine and collect Community Fees for the purposes of the said fund from the Owners of Single Owned Properties or Units and/or Owners Associations;
 - (iv) to enforce Owners obligations in terms of this Declaration, and any Rules and Regulations created in terms hereof;

- (v) to maintain and insure all Common Use Facilities according to the standards envisaged by the Master Developer, and where necessary, to repair and replace such Common Use Facilities;
 - (vi) in general:
 - (A) to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community;
 - (B) to promote and encourage Owners to maintain at all times the external appearances of their Properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their Properties are both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where deemed necessary in the opinion of the Master Developer;
 - (C) to protect and promote the interests of the Owners, as far as the Master Community is concerned;
 - (vii) to administer the issuance of Clearance Certificates referred to in Clause 5.6(b); and
 - (viii) to create suitable Rules and Regulations for the management of the Master Community, including such rules of conduct as the Master Developer may deem necessary.
- (d) The Master Developer shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfilment of the foregoing obligations including, but not restricted to, powers specifically set out in this Declaration.

1.3 Binding Intent

- (a) This Declaration shall come into force from the date of this Declaration.
- (b) This Declaration shall be binding upon the Master Developer and upon all Owners and Occupiers within the Master Community including:
 - (i) the Owners of Units and Townhouses;
 - (ii) the Owners of Single Owned Properties; and
 - (iii) the Owners Associations in their capacity as Owners of Common Areas,and shall inure for the benefit of all such Owners from time to time.
- (c) This Declaration shall override any previous master community declaration or essential principles of declaration issued by the Master Developer and any constitution, rules or by-laws of any Owners Associations.

- (d) Every Property is sold, owned, occupied and/or used, as the case may be, subject to the terms of this Declaration, and this Declaration (where possible) shall be registered on the Title Register of all Properties maintained by the Land Department to ensure that the Third Party Interests and Restriction that it contains will constitute a Protected Interest that will run with and perpetually bind all such Properties and their Owners from time to time.
- (e) Each Owner has an obligation in favour of other Owners, Occupiers and Owners Associations within the Master Community to comply with this Declaration.
- (f) Each Occupier has an obligation in favour of other Occupiers, Owners and Owners Associations within the Master Community to comply with this Declaration to the extent such provisions apply to an Occupier.

1.4 Definitions

In this Declaration, except where the context otherwise requires, the following words and expressions shall have the following meanings:

Accounting Date means 31 December in any year or such other date as the Master Developer may nominate from time to time.

Alienate means to alienate any Single Owned Property, Townhouse or Unit and/or Common Areas, and includes alienation by way of sale, transfer, exchange, grant, deed, succession, assignment, court order, insolvency or liquidation, and **Alienation** shall have a corresponding meaning.

Budget means a budget prepared in accordance with Clause 3.1 comprising the projected income and expenditure for a particular Financial Year in respect of the Common Use Facilities, including without limitation the Community Fees and the Service Charges.

Building means any building erected or to be erected on the Master Plot.

Building Common Areas Site Plan means a plan that show the Units (or Townhouses) and Common Areas in a Jointly Owned Property subdivision of a building which together with a plan of the Unit (or Townhouse) constitutes a 'site plan' as defined in the Jointly Owned Property Law.

Clearance Certificate means the no objection certificate or other approval issued by the Master Developer confirming that all Community Fees and Fees and any Security Deposit due to the Master Developer by an Owner have been paid and that the Owner has generally complied with its obligations pursuant to this Declaration up to a certain point in time.

Common Areas means parts of a Jointly Owned Property subdivision that have been designated for use in common by Owners of Jointly Owned Property and shown on Building or Land Common Areas Site plans as applicable.

Common Use Facilities means all improvements, infrastructure, services, facilities and all other common assets and facilities of the Master Community designated for

the benefit or use in common by all Owners and Occupiers within the Master Community as may be shown on the Master Plan regardless of whether such Common Use Facilities are located within the boundary of a Jointly Owned Property and regardless of whether such Common Use Facilities are retained by the Master Developer (excluding the Master Developer's Facilities) or a Third Party Service Provider, which may include:

- (a) roads, roundabouts, intersections, pathways, pavement sides, drainage ways curbs, gutters, median strips, bridges and viaducts;
- (b) lakes, ponds, canals, promenades, fountains, water features and other waterways including all equipment associated with them;
- (c) landscaping, open space areas and playgrounds;
- (d) wires, cables, pipes, sewers, drains, ducts, devices and equipment by which Units or Common Areas are supplied with utilities; and
- (e) measuring or utility service supply devices designated for common use by the Owners and Occupiers of the Units and/or Townhouses.

Community Fees means the annual community fees levied by the Master Developer upon the Owners for payment towards the Service Charges and allocated in accordance with the Participation Quota and Clause 3.1.

Community Rules means the rules applicable to the Owners and Occupiers within the Master Community determined by the Developer and/or the Master Developer, as amended from time to time, but for the avoidance of any doubt as at the date of this Declaration, shall mean the version of the Community Rules attached as Schedule 2.

Constitution means the rules and regulations that govern an Owners Association in compliance with the Jointly Owned Property Law, a draft of which has been provided to the Owners with their SPAs.

Declaration means this document together with the Schedules thereto as any of them may be amended from time to time pursuant to Clause 7, but for the avoidance of any doubt shall mean the version of the Declaration, which may be registered with the Land Department in respect of the Master Community.

Default Rate means a rate of interest of one percent (1%) per month calculated daily, as may be amended from time to time.

Developer means Dubai South Properties DWC-LLC.

Dubai South City Area means the area of land within Dubai, UAE, known as "Dubai South" that is under the control of the Master Developer, of which the Master Community forms part.

Fees mean any sum, other than Community Fees, which may be due and payable to the Master Developer by an Owner, including but not limited to fees in relation to the wider Dubai South City Area, liquor licensing fees, hospitality taxes, advertising

and signage fees, planning control fees, charges for the supply of information and communication technology services and charges for the supply of chilled water from the Master Community district cooling plant, whether the same are payable pursuant to this Declaration or otherwise.

Financial Year means a calendar year ending on an Accounting Date.

Handover Date means the date upon which the possession of a Single Owned Property, a Townhouse or a Unit, as the case may be, is first given by the Master Developer and/or Developer to an Owner.

Infrastructure Services means any and all services relating to:

- (f) information and communication technology (including but not limited to the installation, use and operation of telephony, TV, cable, internet, voice or video transmission, regional and international data circuits, data transmission and data centre service); and/or
- (g) district utilities (including but not limited to the connection, use and operation of district cooling, electricity, water and gas services).

Intellectual Property means the Master Developer's and Developer's trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials whether or not registered or capable of registration which are owned by the Master Developer or Developer.

Jointly Owned Property means the whole or part of a Building or land, or both, divided into Plots, Units or Townhouses intended for separate ownership where part of such Building or land has been designated as Common Areas and in respect of which a separate Owners Association is or will be established pursuant to the Jointly Owned Property Law.

Jointly Owned Property Law means Law No. (27) of 2007 on ownership of joint properties in Dubai (as may be amended from time to time), and includes all rules, regulations and by-laws issued pursuant to the Jointly Owned Property Law.

Land Common Areas Site Plan means a plan that shows Plots (or Townhouses) and Common Areas in a Jointly Owned Property subdivision of land which together with a plan of the plot constitutes a 'site plan' as defined in the Jointly Owned Property Law.

Land Department means the Land Department of the Government of Dubai or other applicable registry.

Long Leasehold means a lease of property for a term of more than ten (10) years.

Managing Agent means any person or body appointed by the Master Developer as an independent contractor, or as an employee, to undertake any of the functions of the Master Developer contained in this Declaration.

Master Community means the mixed-use commercial, residential, leisure and retail real estate community being developed on the Master Plot known as the Dubai South Residential District, as shown on the Master Plan and as may be varied from time to time in accordance with this Declaration.

Master Community Forum has the meaning attributed to it in Clause 6.3.

Master Developer means Dubai Aviation City Corporation which definition shall include, where the context so permits, the Master Developer's Affiliates.

Master Developer's Affiliate means an entity which controls, is controlled by or is under common control (through management agreement or shareholding) with the Master Developer and/or any entity to whom the various rights, powers and duties of the Master Developer are assigned from time to time for the purpose of owning, developing, managing or transacting in respect of Dubai South City Area and/or the Master Community.

Master Developer's Facilities means the facilities and amenities located within the Master Community that, at the Master Developer's election, will not form part of the Common Use Facilities and will remain owned, managed and maintained by the Master Developer and/or the Master Developer's Affiliates at its or their own expense and for its own profit.

Master Insurance Policy means a master policy or several policies maintained by the Master Developer from time to time as more fully provided for in Clause 5.4.

Master Plan means the overall site plan for the Master Community registered or to be registered with the Land Department, a preliminary copy of which is contained in Schedule 1, as may be amended from time to time pursuant to Clause 7.1.

Master Plot means Plot 207 and any additional land that may form part of the Master Community, as more particularly identified on the Master Plan (a finalised version of which is under preparation) upon which the Master Community is being developed.

Occupier means any person occupying or visiting a Property owned by an Owner, including an Owner's contractors, lessees, tenants, visitors, servants, agents, employees, guests or family members.

Owner means an owner of a freehold or Long Leasehold interest in a Property within the Master Community (including an owner whose title registration is pending and including its legal heirs, successors-in-title and permitted successors and assigns) and, where there is more than one owner in relation to a Property, the "Owner" for the purposes of this Declaration is the owner of the most derivative interest.

Owners Association means an association formed pursuant to the Constitution and the Jointly Owned Property Law between all the Owners of Units or Townhouses in a Jointly Owned Property for the purpose of administering, managing and maintaining its Common Areas.

Participation Quota means the percentage share of the total annual Service Charges allocated to a Building or Property as determined by the Master Developer from time to time in accordance with Clause 7.2, provided that such determination by the Master Developer is calculated in accordance with any directions issued by the Land Department or RERA.

Plot means a plot of land that is unlimited in height and depth and includes a land unit in a Jointly Owned Property subdivision.

Podium means the podium structure of a Building (if any).

Property means a property contained within the Master Community, being a Single Owned Property, Unit, Townhouse or Common Areas, and a reference to **Properties** means all of them, as the context so permits.

Protected Interest means an adverse interest registered (where possible) on a Title Register and to which a new Owner of a Property becomes bound, as provided in the Real Property Law.

Provisional Community Fee means in respect of each Financial Year, the sum fixed in advance by the Master Developer pursuant to Clause 3.1(g) as being a reasonable estimate of an Owner's Community Fees for the relevant Financial Year.

Real Property Law means the property law of the UAE as applicable to the Master Plot in the Emirate of Dubai as it may be amended from time to time.

Regulatory Body means the authoritative entity which may be appointed by the Master Developer pursuant to the Jointly Owned Property Law for administering, managing and controlling the Master Community (or any part of it) in accordance with this Declaration.

Relevant Authority means the Government of the Emirate of Dubai in the UAE or any other federal or local competent authority as the case may be, or any person or entity relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Master Community, a Jointly Owned Property or a Building, or any ministry, department, municipality or local authority, including (where relevant and appropriate) the Master Developer in such capacity.

RERA means the Real Estate Regulatory Agency, being the regulatory arm of the Land Department.

Reserve Fund has the meaning attributed to it in Clause 3.1(b)(ix).

Restriction means an entry on a Title Register imposing a limitation on the ability of the Owner to Alienate the Property, as provided in the Real Property Law.

Rules and Regulations mean those rules set out in Clause 5.13 of this Declaration, the Community Rules and such further rules and regulations as the Master Developer may make from time to time pursuant to Clause 2.2(g).

Security Deposit means the deposit payable by an Owner to the Master Developer to secure payment of Community Fees and Fees as provided for in Clause 3.3.

Service Charges means the costs and expenses incurred by the Master Developer in the management, operation, administration, repair, maintenance, servicing and control of the Common Use Facilities and the Master Community as a whole including without limitation the establishment of reasonable maintenance reserves.

Single Owned Property means land that is registered, or to be registered, as a single title and not divided into Units.

SPA means the sale and purchase agreement entered into by an Owner for the purchase of a Unit, Townhouse or Single Owned Property.

Third Party Interest means a right, covenant or other interest in a Property, as provided in the Real Property Law.

Third Party Service Provider means a person or entity other than the Master Developer who is the owner of a freehold or Long Leasehold interest in any part of the Common Use Facilities and where such Common Use Facilities are made available for the use and enjoyment of Owners and Occupiers within the Master Community.

Title Register means for each relevant Property, an individual register of title within the Land Department for that Property.

Townhouse means a dwelling connected to another dwelling by a common structural wall located within a Jointly Owned Property.

UAE means the United Arab Emirates.

Unit means a unit or units forming part of a Building (such as an apartment, office or retail unit) owned by a single Owner and located within a Jointly Owned Property.

1.5 Interpretation

- (a) The clause and paragraph headings in this Declaration are for convenience only and shall be disregarded in construing this Declaration.
- (b) Unless the context clearly indicates a contrary intention, use of the singular shall include the plural and vice versa, a reference to any one gender shall include the other genders and any reference to 'persons' includes natural persons, legal persons, firms, partnerships, companies and corporations.
- (c) Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- (d) When any number of days is prescribed in this Declaration, the same shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Friday, Saturday or proclaimed public sector holiday in the UAE,

in which event the last day shall be the next succeeding day which is not a Friday, Saturday or public holiday.

- (e) If any provision of this Declaration is in conflict or inconsistent with any law or regulation, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Declaration.
- (f) If any provision in a definition in this Declaration is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definition clause of this Declaration, effect shall be given to it as if it were a substantive provision in the body of this Declaration.
- (g) All dates and periods shall be determined by reference to the Gregorian calendar.
- (h) The Preliminary and Schedules attached to this Declaration are deemed to be incorporated in and form part of this Declaration.

2 Duties and obligations of the Master Developer

2.1 Management Function

The Master Developer shall undertake the following duties to ensure the provision and preservation of the Common Use Facilities:

- (a) Construct, develop, operate, maintain, repair, improve, manage and insure the Common Use Facilities in the best interests of the Master Community and its constituent parts. In particular, but without prejudice to the generality of the foregoing, the Master Developer shall:
 - (i) construct, develop, repair, redecorate, maintain and where necessary renew and improve, clean, landscape, garden and light the Common Use Facilities;
 - (ii) pay for all water, electricity, telephone, gas, refuse collection and insurance charges for the Common Use Facilities or any part thereof and all other charges in connection with any other services provided to or incurred in connection with the Common Use Facilities or any part thereof;
 - (iii) pay for any rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Common Use Facilities or any part thereof;
 - (iv) install, operate, maintain and repair the Common Use Facilities;
 - (v) employ such administrative, professional, security and managerial staff and other labour, and retain the services of such lawyers, accountants, architects and other professional personnel as shall be required in connection with the management and maintenance of the Common Use

Facilities and the Master Community for the performance of the Master Developer's obligations hereunder;

- (vi) procure contracts and agreements in respect of the Common Use Facilities for electricity, gas, fuel, water, telephone, cleaning, security, garbage disposal, landscaping, pest control, grounds maintenance and other services or such of them as the Master Developer may deem necessary or desirable;
 - (vii) make provision for such reasonable reserves for future or deferred repair, maintenance, replacements or improvements of the Common Use Facilities or any part thereof as the Master Developer shall think fit;
 - (viii) provide all such items of equipment, such services and facilities, and such machinery and stock-in-trade as the Master Developer shall from time to time think fit to provide for the benefit of Owners and Occupiers within the Master Community or which are appropriate for the protection of the value and quality of the Common Use Facilities or any part thereof; and
 - (ix) maintain the Master Insurance Policy as more fully provided for in Clause 5.4.
- (b) The Master Developer shall have the right to manage any other areas, structures and/or features within the Master Community for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts.
- (c) The Master Developer shall have the right to impose restrictions on the undertaking of works to Property in the Master Community including requirements for prior approval to be obtained in advance of the commencement of work, the approval of plans, restrictions on working hours, approval of contractors and the imposition mitigation measures to minimise the impact of such works. In undertaking this role the Master Developer shall be entitled to charge an administration fee.

2.2 Administrative Function

The Master Developer shall take all actions necessary to control, manage and administer the Master Community for the benefit of all Owners, Occupiers and visitors. In particular, but without prejudice to the generality of the foregoing, the Master Developer shall:

- (a) take such action as may be necessary (including court, legal and other professional fees) to enforce payment of monies due to it, including Community Fees and Fees, or compliance of obligations owed to it in whatsoever capacity by the Owners and Occupiers and each of them;
- (b) ensure coordination and integration of construction activities within the Master Community including:

- (i) physical site management: arrival and departure of materials, plant and equipment, the location and storage of materials, management of site and sales offices, hoarding and other movable structures;
- (ii) construction, design, and development programs, in particular, to ensure the correct and timely interfacing of any Building constructed on the Master Plot with adjacent buildings;
- (iii) ensuring the provision of all necessary utilities to the boundary of the Master Plot; and
- (iv) master planning;
- (c) promote, manage and undertake all public events on the Common Use Facilities as more fully provided for in Clause 5.11(c);
- (d) erect, display and control public space advertising and all signage generally within the Common Use Facilities as more fully provided for in Clause 5.11(d);
- (e) at the Master Developer's discretion, establish a marketing fund for the promotion of the Master Community generally;
- (f) administer the collection of Security Deposits and the issuance of Clearance Certificates as more fully provided for in Clauses 3.3 and 5.6(b); and
- (g) make such Rules and Regulations consistent with this Declaration:
 - (i) for the furtherance and promotion of any of the purposes of this Declaration;
 - (ii) as to what constitutes appropriate use of any part of the Common Use Facilities or a Property;
 - (iii) as to the resolution of disputes;
 - (iv) as to the levy and collection of Community Fee contributions and Fees;
 - (v) as to all matters pertaining to fire, health, safety and environmental protection; and
 - (vi) for the better management of the Common Use Facilities and the administration and governance of the Master Community generally.

2.3 Regulatory Body

- (a) Without limitation to Clause 8, the Master Developer's authority and control over all of the Master Community pursuant to this Declaration may be assigned or transferred (in whole or in part) to a Regulatory Body.
- (b) In the event the Master Developer assigns or transfers any of its authority and control over the Master Community to a Regulatory Body:

- (i) the Regulatory Body shall exercise such control and authority in accordance with this Declaration and the provisions of the Jointly Owned Property Law; and
- (ii) the Master Developer will immediately cease to be responsible for any management, administration, maintenance or control of the Master Community and be released from any and all claims, losses, costs, damages or liability whatsoever, however and to whomsoever incurred or sustained arising from or in relation to the Master Developer's management, administration, maintenance or control of the Master Community.

3 Budget and community fees

3.1 The Budget and Determination of Community Fees

- (a) The Master Developer shall, at least three (3) months prior to the end of each Financial Year, prepare the Budget for the next Financial Year in respect of the Common Use Facilities and the performance of its obligations hereunder together with all administrative and other expenses relating thereto for which the Master Developer is responsible.
- (b) Provision shall be made in the Budget for the Service Charges, which shall include without limitation:
 - (i) expenses in respect of the operation, maintenance and repair of the Common Use Facilities;
 - (ii) Master Insurance Policy premiums and the reasonable costs associated with obtaining, maintaining and administering the Master Insurance Policy;
 - (iii) landscaping expenses;
 - (iv) expenses and charges in respect of utilities and support services;
 - (v) statutory rates, taxes and charges;
 - (vi) administrative and professional expenses;
 - (vii) management fees;
 - (viii) marketing fees; and
 - (ix) provision for future maintenance and repairs or capital expenditure (a **Reserve Fund**).
- (c) In compiling the Budget as required in this Clause 3.1:
 - (i) Service Charges relating to the entire Master Community, for which the Master Developer is responsible, shall be taken into account;

- (ii) the Master Developer shall be responsible for such Service Charges as are apportioned to it as provided in Clause 6.1(a);
 - (iii) the balance of the Service Charges shall be allocated to the Properties in accordance with this Clause 3.1;
 - (iv) any Property dedicated to and accepted by a Relevant Authority or public utility company and any undeveloped plots within the Master Community owned by the Master Developer or Developer shall be excluded from the Budget calculation save to the extent that there are any outgoings payable in respect of such Property; and
 - (v) liability for payment of the above Community Fees to the Master Developer shall vest in the individual respective Owners of Single Owned Properties, Townhouses and Units. The authority and function to collect Community Fees from such Owners may be delegated by the Master Developer to Owners Associations or vice versa.
- (d) For any one Financial Year the Master Developer may prepare:
- (i) a single consolidated Budget for the entire Master Community; or
 - (ii) a Budget which may collectively consist of:
 - (A) separate office, retail, residential, leisure or other industry specific budgets insofar as they relate to such portion exclusively (**Industry Budgets**);
 - (B) separate precinct, neighbourhood or zone budgets insofar as they relate to such area exclusively (**Precinct Budgets**); and
 - (C) a general budget for the overall Master Community in respect of Service Charges not included in the separate budgets (**General Budget**).
- (e) Insofar as a consolidated Budget is prepared, Service Charges contained in such Budget shall be allocated to the Buildings and Properties in accordance with their respective Participation Quota.
- (f) Insofar as separate budgets are prepared, Service Charges contained in such budgets shall be allocated to the Buildings and Properties as follows:
- (i) Service Charges contained in the General Budget shall be allocated to the Buildings and Properties as Community Fees in accordance with their respective Participation Quotas; and
 - (ii) Service Charges contained in the Industry Budgets or Precinct Budgets shall be allocated to the relevant Buildings and Properties (as determined by the Master Developer) as Community Fees in accordance with their respective Participation Quotas.

- (g) Immediately upon finalising a Budget for any Financial Year:
- (i) the Master Developer shall allocate the total amount of the approved Budget to the Buildings and Properties contained within the Master Community in accordance with this Clause 3.1 and, upon the posting of a notice in this regard to the Owners and the Owners Associations of the Jointly Owned Properties, the contributions shall become due and payable by such Owners and Owners Associations to the Master Developer in quarterly instalments in advance on the first day of each quarter of each Financial Year;
 - (ii) the Master Developer shall be entitled to further break down, levy and collect the Community Fees due in respect of the Buildings and Properties into proportionate shares for each Owner within the relevant Buildings and Properties and, upon the posting of a notice in this regard to the Owners of Property, the contributions shall become due and payable by such Owners to the Master Developer in quarterly instalments in advance on the first day of each quarter of each Financial Year,
- (each a **Provisional Community Fee**).
- (h) The Master Developer's authority and function to break down, levy and collect the Community Fees from such Owners described in Clause 3.1(g)(ii) may be delegated in writing by the Master Developer to the relevant Owners Associations.
- (i) As soon as reasonably practicable following the end of each Financial Year, the Owners of Property shall be provided with a statement reflecting the actual Service Charges for the relevant Financial Year, which statement shall be certified by the Master Developer. Such statement shall be conclusive evidence of all matters of fact referred to in it (save in the event of manifest error).
- (j) In the event that an Owner's share of the Service Charges as shown in the statement for any Financial Year:
- (i) exceeds the amount paid as a Provisional Community Fee for that period, the Owner shall pay the excess to the Master Developer on demand; or
 - (ii) is less than the amount paid as a Provisional Community Fee for that period, the Master Developer shall credit the excess to the Owner against the Community Fees payable by the Owner for the following Financial Year.

3.2 Collection of Community Fees and Fees

- (a) To ensure proper and timely payment of Community Fees and of any Fees payable pursuant to this Declaration, every Owner of a Single Owned Property, Townhouse or Unit shall be subject to the following:

- (i) each such Owner, by taking transfer of title, is deemed to covenant and agree to pay Community Fees and Fees in accordance with this Declaration;
- (ii) no such Owner shall enjoy the privileges of usage of the Common Use Facilities unless such Owner shall have paid all Community Fees and Fees which may be due and payable to the Master Developer;
- (iii) upon the Handover Date of a Unit, Townhouse or Single Owned Property, an Owner becomes liable for payment of Community Fees in respect of the unpaid portion of Community Fees for that Financial Year. In respect of any subsequent Alienation of the Unit, Townhouse or Single Owned Property, the new Owner becomes liable for payment of all Community Fees due in respect of such Unit, Townhouse or Single Owned Property, including any arrears;
- (iv) in case of contingency, the Master Developer may from time to time, when necessary and if the Reserve Fund is insufficient or otherwise allocated for other purposes, make special Community Fee levies upon such Owners in respect of any unforeseen expenses which have not been included in the Budget referred to in Clause 3.1 and such special Community Fee levies may be made payable in one sum or in such instalments as the Master Developer may determine in its own discretion;
- (v) if any such Owner fails to pay its Community Fees or any Fees payable to the Master Developer on the due date, the Master Developer may (where possible) register a charge or lien on the Owner's Property and enforce payment of the Community Fees and/or Fees as a secured debt or otherwise institute an action for the recovery thereof in any competent court;
- (vi) where any Title Register shows that a Unit, Townhouse or Single Owned Property is owned in the joint names of more than one person, all the registered Owners of that Unit, Townhouse or Single Owned Property shall be jointly and severally liable for the due performance of any obligation to the Master Developer;
- (vii) each such Owner shall be liable for all legal costs, including lawyers' fees, collection commission, expenses and other charges incurred by the Master Developer in obtaining the recovery of Community Fee arrears or Fees, or enforcing compliance with this Declaration; and
- (viii) the Master Developer shall be entitled to charge a fee for late payment on any arrears amounts. Such fees shall be calculated at the Default Rate from the date on which the amount is due and payable up to and including the date of payment and the Owners agree and acknowledge that such fee is a reasonable pre-estimate of the losses incurred by the Master Developer as a result of late payment of the due amounts. In addition to such fee, the Master Developer shall be entitled to charge a further administration fee for dealing with bounced cheques.

- (b) Each Owners Association shall be responsible for apportioning its own Common Areas expenses to its own members according to the provisions of its Constitution and accounting to the Master Developer for the settlement of such expenses.

3.3 Security Deposit

- (a) Upon the Handover Date of a Unit, Townhouse or Single Owned Property, the Owner and on any subsequent Alienation of such Unit, Townhouse or Single Owned Property the new Owner shall lodge with the Master Developer a Security Deposit in an amount as determined by the Master Developer from time to time as security for the Owner's obligations to pay Community Fees and Fees.
- (b) The Security Deposit will be held by the Master Developer as a continuing covering security and the Master Developer may apply the Security Deposit in whole or in part towards the Owner's payment obligations.
- (c) If the whole or any portion of the Security Deposit is applied against the Owner's payment obligations, the Master Developer shall notify the Owner in writing and the Owner shall immediately make up the whole or the balance of the Security Deposit in accordance with Clause 3.3(a).
- (d) The Owner shall not be entitled to set off any Community Fees or Fees against the Security Deposit. The Security Deposit, or balance thereof, shall be returned to the Owner upon its lawful Alienation of the Single Owned Property, Townhouse or Unit.
- (e) The Master Developer may invest or deposit the Security Deposit in an income or interest bearing account and shall be entitled to retain any interest or other income earned on the Security Deposit.

4 Third party service providers

4.1 Where there is one or more Third Party Service Providers (including without limitation where the Master Developer exercises any of its rights contained in Clause 8), then such Third Party Service Providers shall have the same rights and obligations of the Master Developer in relation to the relevant Common Use Facilities, Service Charges and Community Fees as the context shall permit in relation to each of the following:

- (a) Clause 1.3 in relation to the binding nature of this Declaration;
- (b) Clause 2.1 and Clause 2.2 in relation to the management function and administrative function respectively of the Master Developer;
- (c) Clause 3.1 in relation to the determination of the Budget and Community Fees;
- (d) Clause 3.2 in relation to the collection of the Community Fees;
- (e) Clause 3.3 in relation to the provision of a Security Deposit;

- (f) Clause 5.1 and Clause 5.2 in relation to the general rights and obligations of Owners and Occupiers;
- (g) Clause 6.1 in relation to the general relationship with the Master Developer;
- (h) Clause 6.5 in relation to damage or destruction of the Common Use Facilities;
- (i) Clause 8 in relation to the assignment or delegation of rights and obligations contained in this Declaration; and
- (j) Clause 10 in relation to liability.

4.2 Each Owner and Occupier shall perform, observe and be liable to any Third Party Service Providers for the same matters described in Clause 4.1 as they are to the Master Developer and shall enter into such documents as the Master Developer requires in order to enable the Third Party Service Provider to enforce such obligations.

5 Rights and obligations of Owners and Occupiers

5.1 General

- (a) Every Owner is obliged to comply with:
 - (i) the provisions of this Declaration and all Rules and Regulations passed by the Master Developer pursuant to it;
 - (ii) any agreement concluded by the Master Developer insofar as such agreement may directly or indirectly impose obligations on an Owner and have been notified to the Owner; and
 - (iii) any directive given by the Master Developer in enforcing the provisions of this Declaration.
- (b) The Master Developer and every Owner, including each and every Owners Association, shall collectively, to the best of their ability, further the objects and interests of the wider Master Community.

5.2 Common Use Facilities

- (a) The Master Developer shall provide such Common Use Facilities as it deems appropriate for the reasonable proper functioning of the Master Community.
- (b) Each Owner acknowledges and understands:
 - (i) that it will be necessary at all times to ensure proper integration as between an Owner's Property and the Common Use Facilities;
 - (ii) that it will be necessary to allow any necessary access and easements required by the Master Developer to operate and maintain the Common Use Facilities;

- (iii) that each Owner is required to pay a contribution towards the cost of operation, maintenance and repair of the Common Use Facilities generally and a contribution towards the cost of Common Use Facilities attributable to the relevant Common Areas as part of the Community Fees pursuant to Clause 3.1; and
- (iv) that each Owner's use and enjoyment of the Common Use Facilities is at all times subject to payment of the Community Fees and other sums payable to the Master Developer as Fees.

5.3 Infrastructure Services

- (a) The Master Developer and/or the Master Developer's Affiliates shall be at liberty at any time to provide any installations, structures, devices, connections and equipment for the Infrastructure Services or other services within the Master Community.
- (b) In such circumstances where Infrastructure Services or other services are provided each Owner may be required by the Master Developer to obtain the types of services made available by the Infrastructure Services or other services for its Property exclusively from the Master Developer and/or Master Developer's Affiliates as applicable, and shall be required to do so pursuant to an exclusive supply agreement and paying charges for the same at prevailing market rates in accordance with that agreement, as determined by the Master Developer and/or the Master Developer's Affiliates.
- (c) Each Owner shall be responsible for payment of the costs associated with the connection and consumption of the Infrastructure Services or other services in connection with its Property.

5.4 Master Insurance Policy

- (a) The Master Developer shall maintain a Master Insurance Policy for the Master Community, which Master Insurance Policy shall consist of:
 - (i) material damage and third party liability cover in the form of 'Contractors All Risks Insurance', whilst the Master Community is in the course of construction, to benefit each Property until its Handover Date; and
 - (ii) perpetually on an annually renewable basis, material damage and third party liability cover in the form of 'Property All Risks Insurance' in relation to the Common Use Facilities as more particularly provided for in the Master Insurance Policy. It shall be the responsibility of each Owner to check the extent of cover provided under the Master Insurance Policy, a copy of which shall be available upon request, and to maintain its own policy of insurance as necessary pursuant to Clause 5.
- (b) Each Owner of a Single Owned Property, Townhouse or Unit will be required to pay a pro-rata contribution to the Master Developer towards the annual premiums of the Master Insurance Policy and the Master Developer's reasonable

costs associated with obtaining, maintaining and administering the Master Insurance Policy.

5.5 Insurance

- (a) Subject to Clause 5.4, the Master Developer shall not be liable for the insurance of Common Areas which shall be the responsibility of the relevant Owners Association.
- (b) Each Owner acknowledges that the Master Developer shall not be responsible for insuring any items not expressly set out in this Declaration and further acknowledges that the responsibility to insure for such matters remains with the relevant Owner.
- (c) On and from its Handover Date, each Owner shall be responsible for arranging and maintaining all appropriate insurances for its Property at its own cost, including without limitation public liability insurance and any other insurance that a prudent owner would insure against from time to time.

5.6 Alienation

- (a) Upon Alienation of any Single Owned Property, Townhouse or Unit, the Owner shall make known to its successor the contents of this Declaration.
- (b) If the provisions of this Declaration, including provisions relating to the payment of Community Fees and Fees, have been complied with, the Master Developer shall provide a Clearance Certificate to the Owner.
- (c) An Owner shall not be entitled to Alienate its Single Owned Property, Townhouse or Unit or any interest therein without obtaining a Clearance Certificate. Until compliance with the aforesaid formalities by the relevant Owner it will continue to be jointly and severally liable with its successor for the due performance of this Declaration even though its ownership in any Single Owned Property, Townhouse or Unit has been transferred to another person.
- (d) In the event that an Owner is a legal entity:
 - (i) the Owner shall submit a copy of its annual return and/or trade/commercial license renewal or equivalent yearly within four (4) weeks from date of submission to or issuance by the relevant authorities; and
 - (ii) any change in the majority shareholding of the legal entity shall be deemed to be an Alienation of the Single Owned Property, Townhouse or Unit and the Owner, prior to such change of shareholding, shall be required to deliver a notice, duly signed by all the Directors, to the Master Developer informing it of the anticipated change of shareholding and to obtain a Clearance Certificate.
- (e) The authority and function to issue Clearance Certificates may be delegated by the Master Developer to Owners Associations.

5.7 Improvements

- (a) An Owner shall not undertake any improvements or external alterations to a Property without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners. Notwithstanding any approval granted by the Master Developer, no improvements may be undertaken until any approval required from any Relevant Authority as may be applicable, has been obtained by the Owner and evidence of the same provided to the Master Developer.
- (b) If an Owner fails to comply with the provisions of Clause 5.7(a) and such failure persists for a period of thirty (30) days after written notice given by the Master Developer (except in cases of emergency where no notice shall be required), the Master Developer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from the relevant Owner on demand.

5.8 Use of Property

An Owner shall not change the use of a Property without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners.

5.9 Conversion of Jointly Owned Properties

If at any time it is proposed to convert a Single Owned Property to a Jointly Owned Property, or vice versa, the prior written consent of the Master Developer is required (such consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners). In order to obtain the Master Developer's consent, the following conditions must be met:

- (a) the plans and specifications for any improvements attendant upon such conversion are acceptable to the Master Developer;
- (b) the provisions of the Real Property Law are complied with. For example, any conversion from a Single Owned Property to a Jointly Owned Property shall comply with the Jointly Owned Property Law, including without limitation title registration of each Unit or Townhouse therein, the formation of an Owners Association and the adoption of a Constitution for the Owners Association; and
- (c) the conversion will not entail a reduction in aggregate Community Fees allocated to and payable by the Owner(s) of the relevant Property.

5.10 Intellectual Property

- (a) Each Owner agrees and acknowledges that the Intellectual Property is the sole and exclusive property of the Master Developer and/or the Developer and that any goodwill that may develop therein, whether directly or indirectly, as a result of the Owner's use of the Intellectual Property shall inure solely to the

benefit of and become the sole property of the Master Developer and/or the Developer.

- (b) An Owner shall not:
 - (i) use any Intellectual Property without the express written authorisation of the Master Developer and/or the Developer;
 - (ii) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Intellectual Property;
 - (iii) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion; or
 - (iv) use the Intellectual Property or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.

5.11 Marketing and Signage

- (a) The Master Developer enjoys unrestricted rights with regard to the marketing of the Master Community generally and has the right to levy a marketing fee as part of the Community Fees established and payable pursuant to Clause 3.1.
- (b) The Master Developer shall have the option to establish and operate a marketing suite within the Master Community and may levy a fee in respect of this as part of the Community Fees established and payable pursuant to Clause 3.1.
- (c) The Master Developer has the exclusive right to promote, manage and undertake all public events on the Common Use Facilities, and to apply the net revenues generated therefrom toward the costs incurred by the Master Developer in undertaking its diverse obligations pursuant to this Declaration.
- (d) The Master Developer has the exclusive right to control all public space advertising, and all promotional signage, hoarding, and all other forms of signage whatsoever within the Master Community. Without limiting the generality of the foregoing:
 - (i) the Master Developer has the exclusive right to erect and display public space advertising, and all signage generally and to collect revenues derived therefrom;
 - (ii) an Owner may not erect and display public space advertising and/or signage on or within its Building without written consent of the Master

Developer which shall be entirely at the Master Developer's discretion and in each instance subject to the payment of such Fees as may be considered appropriate by the Master Developer; and

- (iii) an Owner may be permitted to erect hoarding and/or promotional signage on its Property during the course of carrying out any permitted construction provided such hoarding and/or promotional signage complies with all applicable laws and provided that the Owner shall first obtain the written consent of the Master Developer in each instance, and shall pay such Fees as may be determined and levied by the Master Developer as a condition for providing its consent.

5.12 Public Events

- (a) No public events may be held in or on any part of the Common Use Facilities without the prior written consent of the Master Developer at its absolute discretion.
- (b) Without limitation, the Master Developer shall have the right as a term of its consent to:
 - (i) manage and promote all such permitted public events in or upon the Common Use Facilities; and
 - (ii) collect revenues derived from such permitted events.
- (c) The Master Developer shall have the right to hold any event in or on any part of the Common Use Facilities without any cost or charge to the Master Developer, the organiser or the participants.

5.13 Rules

- (a) Subject always to the Jointly Owned Property Law, in order to protect the interests of every Owner and Occupier and to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community, every Owner, including each and every Owners Association and every Occupier shall comply with, and promote and ensure compliance with, the following rules:
 - (i) Owners shall maintain its Property in a neat and tidy condition and in a state of good repair. An Owner shall not place or do anything on any part of its Property, including balconies and patios which, in the discretion of the Master Developer, is aesthetically displeasing or undesirable when viewed from the outside of the Property;
 - (ii) no vehicle, boat or trailer shall be parked on any part of the Master Community except in the allocated car parks or areas;
 - (iii) nothing shall be done in or upon any Property or the Common Use Facilities which is noisome, unsightly, injurious, objectionable, illegal or

detrimental, a public or private nuisance or a source of damage or disturbance to any Owner or Occupier in the Master Community;

- (iv) an Owner shall not contravene any law, by-law, decree or statutory regulations, or the conditions of any licence, relating to or affecting the occupation or use of any Property or of the Common Use Facilities;
 - (v) Owners shall comply with all security procedures and directives implemented and issued from time to time by the Master Developer; and
 - (vi) Owners shall adhere strictly to the terms of easements and restrictions benefiting or burdening its Property.
- (b) The above rules together with such further Rules and Regulations as are made by the Master Developer pursuant to Clause 2.2(g), all Community Rules issued by the Developer and any amendments thereto are equally binding upon any and all Occupiers, and Owners shall procure that their Occupiers are aware of and shall comply with them.

5.14 Easements

- (a) The Master Developer shall have the following easements in relation to every Building, Property, Common Areas, Townhouse or Unit as the case may be:
- (i) full rights of access to the Building, Property, Common Areas, Townhouse or Unit at any time as necessary for the purpose of constructing, removing, altering, maintaining and repairing the Common Use Facilities, including but not limited to works to address any matter which poses a risk to the well-being of Owners, Occupiers or the environment of the Master Community;
 - (ii) free and uninterrupted passage for all Infrastructure Services to be conveyed across a Building, Property, Common Areas, Townhouse or Unit in order to supply and operate the Common Use Facilities or as otherwise deemed necessary by the Master Developer;
 - (iii) full rights (but not the obligation) of access to the Building, Property, Common Areas, Townhouse or Unit at any time as necessary for the purpose of constructing, removing, altering, painting, maintaining and repairing any fencing, boundary, retaining or other dividing walls or structures (including their respective foundations or supports) that are adjacent to either a Building or Property owned or leased by the Master Developer and/or Developer or the Common Use Facilities; and
 - (iv) right of unimpeded access to provide emergency services.
- (b) Every Owner and Occupier shall have the right and non-exclusive easement of use, access and enjoyment in and to the Common Use Facilities, subject to its due observance and performance of the provisions of this Declaration (including payment provisions) and any Rules and Regulations made pursuant to it. In particular, but without prejudice to the generality of the foregoing, the

following rights are granted to, and shall in turn be granted by every Owner and Occupier within the Master Community:

- (i) full right and liberty for Owners and Occupiers and all persons authorised by them at all times by day or by night to go, pass and re-pass over and along the roads and pavements of the Common Use Facilities and to use the gardens and other open areas of the Common Use Facilities for their intended purpose;
 - (ii) free and uninterrupted passage and running of water and main and/or chilled water pipes and/or other water pipes, gas, electricity, telephone and television cables and/or wires and air-conditioning/district cooling, sewerage and drainage including storm water of any Property in the Master Community to be conveyed across the Properties and installations such as mini substations and service pillars to be installed thereon if deemed necessary by the Master Developer or any Relevant Authority and in such manner and position as may from time to time be reasonably required. The Master Developer, its appointees, affiliates, nominees, assigns, successors or successors-in-title shall have the right of access to the Properties at any reasonable time for the purpose of constructing, altering, rectifying, removing or inspecting any works in connection with the above;
 - (iii) the right to subjacent and lateral support in respect of each Property, the Common Use Facilities or any part thereof, from each Property or part thereof capable of providing support;
 - (iv) in the event that any of the Podiums or parking areas in the Master Community are physically connected and/or open to one another so that traffic is able to easily flow into each other, reciprocal appurtenant easements of encroachment and for the maintenance and use of any encroachment between the Properties and appurtenant Properties so affected. No compensation for the right of use shall be promised or received; and
 - (v) Podiums may be open to the general public during all normal retail business hours and Owners agree that a non-exclusive easement of access, ingress and egress shall be created in favour of the general public.
- (c) Every Owner, including every Owners Association, shall have the obligation and responsibility to maintain the Podium and any entrance, driveway and parking areas which it owns (or, as applicable, to ensure the maintenance of same) in good order and repair, in conformation with all covenants, conditions and restrictions affecting the Properties and all governmental regulations, and in a manner which is consistent with the terms and provisions of this Declaration.
- (d) A Property shall be held, conveyed, leased, occupied, operated and used, subject to such easements or restrictions contained in this Declaration or as imposed by any Relevant Authority, each and all of which are for, and shall

inure to, the benefit or burden of and shall pass with each and every part of the Property and shall apply to and bind the legal heirs, successors-in-title and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of appurtenant Properties. Each of the easements or restrictions reserved or granted herein shall exist in perpetuity and shall be appurtenant to each of the Properties having a boundary line adjacent to the easements or restrictions.

6 Relationships with Master Developer and Developer

6.1 General

- (a) The Master Developer or Developer shall be obliged to bear Community Fees attributable to those Single Owned Properties, Townhouses or Units that the Master Developer or Developer shall continue to own as an Owner.
- (b) The Master Developer or Developer shall not be obliged to bear Community Fees for any undeveloped plots within the Master Community owned by the Master Developer or Developer.
- (c) The full and proper performance of the Master Developer's and Developer's obligations hereunder is conditional upon the prompt and full payment of Community Fees by the Owners as provided in Clause 3.1.
- (d) The Master Developer reserves the right to withdraw or to vary the services that it performs hereunder from time to time to ensure as far as is reasonably possible that the expenses incurred in the provision of services by the Master Developer do not exceed the Community Fees actually collected by the Master Developer.
- (e) The Master Developer shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing hereunder, except to the extent of the Master Developer's own wilful misconduct, gross negligence or breach of or default under this Declaration and the Owners agree to indemnify and hold the Master Developer harmless from and against all claims, damages and costs incurred in connection with its duties hereunder, except to the extent of the Master Developer's wilful misconduct, gross negligence or breach of or default under this Declaration.

6.2 Master Developer's Facilities

- (a) In addition to providing the Common Use Facilities, the Master Developer reserves the right (at its election) to make the Master Developer's Facilities available to Owners, Occupiers and visitors of the Master Community upon payment of a prescribed charge or membership fees to the Master Developer and upon such other terms and conditions as may be imposed by the Master Developer from time to time.
- (b) Costs and expenses incurred and revenues derived in relation to the operation, management and administration of the Master Developer's Facilities are the

sole responsibility and are for the exclusive benefit of the Master Developer, and shall in no way be applied towards or offset against the Service Charges or the Master Developer's obligations under this Declaration.

6.3 Master Community Forum

- (a) It is the intention of the Master Developer that there shall be an ongoing flow of information between the Master Developer and the Owners in the Master Community to promote good co-operation and a pleasant working relationship to the mutual benefit of the Master Community (**Master Community Forum**).
- (b) A Master Community Forum may take place annually and shall be called by not less than twenty-one (21) days written notice by the Master Developer to the Owners and Owners Associations.
- (c) The Master Community Forum may, at the Master Developer's discretion, be held electronically via an online portal notified to the Owners and Owners Associations rather than a physical meeting.
- (d) Each Owners Association shall be represented at the Master Community Forum by its elected representative in accordance with its Constitution.

6.4 Phased Development

The Purchaser acknowledges and understands that the Master Community and the Dubai South City Area are being developed in phases and that upon the Handover Date of a Unit, Townhouse or Single Owned Property, the Master Community and the Dubai South City Area as a whole may be incomplete and that inconvenience, nuisance and disturbance may be suffered as a result of the building activities that may be in progress. The Purchaser shall have no claim against the Master Developer or Developer or any of its employees, contractors or consultants in respect of such inconvenience, nuisance or disturbance.

6.5 Damage or Destruction

- (a) In the event any Property is damaged or destroyed by any casualty, the relevant Owners of such Property shall promptly repair and/or reconstruct the Property. The Owner will remain liable for payment of the Community Fees during this period as prescribed in accordance with this Declaration.
- (b) Upon any damage or destruction to any of the Common Use Facilities, the Master Developer shall restore, repair or rebuild such damaged or destroyed Common Use Facilities (or any damaged or destroyed section of them) provided that:
 - (i) the proceeds from the Master Insurance Policy (together with the funds specified in Clause 6.5(b)(ii) and 6.5(b)(iii)) cover the full replacement cost of all of the relevant Common Use Facilities;
 - (ii) the Reserve Fund has sufficient funds to meet any shortfall of the full replacement cost of all relevant Common Use Facilities; or

- (iii) the Master Developer has received sufficient funds from Owners under a Special Levy to meet any shortfall of the full replacement cost of all relevant Common Use Facilities.

7 Variations

7.1 Master Plan

- (a) The Owners acknowledge that:
 - (i) as the Master Community continues to develop, grow and expand, it may be necessary to:
 - (A) annex additional lands and properties to accommodate this growth, and that changes to the boundaries, size and/or characteristics of the Master Community may result; and
 - (B) allow any necessary access and easements required by the Master Developer to operate and maintain the Common Use Facilities;
 - (ii) the Jointly Owned Property Law may be amended from time to time, including the issuance of new regulations, and such amendments may impose additional obligations on or changes to master community documentation;
 - (iii) the Master Developer may at any time and in its absolute discretion re-designate areas designated as Common Use Facilities for another use, provided such re-designation does not remove an essential facility of the Master Community available to Owners and Occupiers; and
 - (iv) the Master Developer may be required by a Relevant Authority to amend any part of the Master Plan or this Declaration.
- (b) The Master Developer shall have the right to amend the Master Plan, at any time and from time to time as necessary or desirable, to incorporate such changes as contemplated by this Clause 7.1.

7.2 Participation Quota

- (a) The Owners acknowledge that the Participation Quota shall be determined by the Master Developer, which may amongst other things take into consideration the following matters if relevant to such determination:
 - (i) the area occupied by each Property (whether it be floor area, or maximum permissible built up area);
 - (ii) the Common Use Facilities enjoyed by each Property; and
 - (iii) the prescribed use and position of the Property.

- (b) The Owners further acknowledge that the ongoing change and development of the Master Community described in Clause 7.1 may result in changes to the number and aggregate area of the Properties within the Master Community, or to changes in their enjoyment of Common Use Facilities, prescribed uses or relative positions, and that such changes may result in consequent changes to their Participation Quota.
- (c) The Master Developer shall have the right to amend the Participation Quota, at any time and from time to time as necessary, to ensure that the current Participation Quota for each Property is properly stated and generally to ensure fairness as between the Owners.

7.3 Declaration

The Master Developer shall have the general right exercisable at any time and from time to time to amend the provisions of this Declaration in the best interests of the Master Community as a whole.

8 Assignment and delegation

8.1 Assignment

The Master Developer shall be entitled to assign this Declaration (in whole or in part) or to sell, transfer, exchange, grant or assign its ownership in the Common Use Facilities at any time (including without limitation for the purpose of levying and collection of Fees and Community Fees without the need for the consent of any Owner provided that any third party acquiring an ownership interest in the Common Use Facilities shall be fully bound by the provisions of this Declaration in the place of the Master Developer.

8.2 Delegation

The Master Developer shall be entitled to delegate, assign or subcontract any of its rights and obligations pursuant to this Declaration, at any time and from time to time without the need for the consent of any Owner to any third party contractor, as necessary to ensure that the Master Developer's obligations under this Declaration can be carried out in a timely and cost-effective manner.

8.3 Managing Agent

Without limiting the generality of Clause 8.2, the Master Developer shall have the power from time to time to appoint in terms of a written contract, a Managing Agent to control, manage, maintain and administer the Master Community and Common Use Facilities or any aspect thereof and exercise such powers and duties as may have been entrusted to the Managing Agent, including the power to collect Community Fees and Fees.

9 Address for service

- 9.1 The address at which all documents and notices may be delivered to an Owner shall be:

- (a) in the case of an Owner of a Unit, Townhouse or a Single Owned Property, at the address of the Unit, Townhouse or the Single Owned Property (as the case may be); and
- (b) in the case of an Owners Association, at the address for service provided in writing to the Master Developer.

9.2 It shall be acceptable to serve any notice to an Owner by e-mail where the Owner has advised the Master Developer in writing of its e-mail address.

9.3 An Owner may by notice in writing to the Master Developer alter its address for service provided such new address shall be within the UAE and shall not be effective until fourteen (14) days after receipt of such notification.

9.4 Notice shall be deemed to have been properly served on the date of delivery thereof to the Owner's address or transmission to the elected e-mail address.

10 Liability

10.1 The Master Developer and its shareholders, partners, directors, officers, employees, attorneys, agents and/or other representatives shall not be liable for any damage, loss or prejudice suffered or claimed, directly or indirectly, on account of:

- (a) the approval or disapproval of any plans, drawings and specifications or development applications in respect of any part of the Master Community whether or not such plans are defective;
- (b) the construction or performance of any work in respect of any part of the Master Community whether or not made under approved plans, drawings and specifications;
- (c) any changes in the Jointly Owned Property Law or any other law of the UAE or the Emirate of Dubai, which affects the intended use, description or value of the Master Community or any Property; or
- (d) the development of or failure to develop of any part of the Master Community by an Owner,

unless due to the gross negligence of the Master Developer or such other person seeking the benefit of this Clause 10.

10.2 The Master Developer shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing under this Declaration, and the Owners and Occupiers agree to indemnify and hold the Master Developer harmless from and against all claims, damages and costs incurred in connection with its rights or duties under this Declaration, except to the extent of the Master Developer's gross negligence under this Declaration.

10.3 Notwithstanding any other term of this Declaration, the Master Developer shall not be liable for any losses or damages which are consequential, punitive, exemplary or statutory, nor for any loss of use or loss of value of a Property.

11 Governing law and jurisdiction

This Declaration shall be governed and construed in accordance with the laws of the Emirate of Dubai, UAE. Any matter arising out of or in connection with this Declaration which is not addressed by reference to the laws of the Emirate of Dubai shall be settled by reference to the Federal Laws of the UAE.

12 Disputes

12.1 Subject to Clause 10, in the event of any dispute or difference arising between the Master Developer, the Owners Association, the Managing Agent and/or an Owner out of or relating to this Declaration or to the breach thereof, such parties shall use their best endeavours to settle such dispute or differences. To this effect they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to the parties.

12.2 If the parties in dispute do not reach such solution within a period of thirty (30) days, then the dispute or difference shall be subject to the exclusive jurisdiction of the Courts of the Emirate of Dubai, UAE.

13 Severance

13.1 Where any provision of this Declaration conflicts with any provision of the Jointly Owned Property Law or any other laws of the UAE or the Emirate of Dubai, such conflict shall not affect the validity of the remainder of this Declaration and at the Master Developer's election such provision:

- (a) shall be severed from this Declaration; or
- (b) shall be amended or replaced by the Master Developer to the extent possible to maintain the purpose of that provision and this Declaration.

DECLARED by DUBAI AVIATION CITY CORPORATION on this _____ day of October 2016

Signed: _____

Sheikh Ahmed Bin Saeed Al Maktoum
Chairman

Schedule 1
Master Plan



MASTER COMMUNITY LEGEND

- Precincts boundary
- Master community - Land Common Area
- Precincts - Land Common Area

PLAN PRODUCED FOR BUILDING MANAGEMENT DOCUMENTATION ONLY

<small>CONSULTANT</small> PRD survey services		RESIDENTIAL DISTRICT - MASTER COMMUNITY	SEPTEMBER 2016	SCALE: NTS
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PLAN PRODUCED FOR BUILDING MANAGEMENT DOCUMENTATION ONLY

		RESIDENTIAL DISTRICT - PLAN PHASES	SEPTEMBER 2016	SCALE: NTS
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Schedule 2

Dated

OWNERS RULES AND REGULATIONS

DUBAI SOUTH RESIDENTIAL DISTRICT, DUBAI SOUTH, DUBAI, UAE

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1 Preliminary

1.1 Preamble

- (a) These Rules are implemented to maintain harmony and a reasonable living environment for every Owner and Occupier within the Master Community.
- (b) These Rules ensure that the behaviour of all Owners and Occupiers is of an acceptable standard for the wellbeing of other Owners and Occupiers in the Master Community.
- (c) All Owners and Occupiers must be familiar with and comply with the Rules at all times and must ensure that all Occupiers (including their invitees) also comply with the Rules.
- (d) This document serves as the Rules binding all Owners of Units and Single Owned Properties within the Master Community.

2 Definitions and interpretation

2.1 In these Rules, unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

Applicable Laws means all applicable laws, rules, regulations, orders, statutes, decrees, approvals, consents, licences and ordinances, all as promulgated and amended from time to time by any:

- (a) legislative, regulatory and administrative governmental authorities of competent jurisdiction in the Emirate of Dubai or the UAE, which has jurisdiction over the Master Community; and
- (b) courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the UAE.

Association Manager means the person appointed as the manager of an Owners Association in accordance with the relevant Constitution.

Auditor means the auditor of an Owners Association as may be appointed from time to time.

Authorised Representative means the nominated representative, employee or delegate appointed from time to time by an Owners Association to exercise certain powers of an Owners Association.

Building means any building erected or to be erected on the Plot.

Business Day means a day on which the majority of commercial banks are open to transact business with the general public in Dubai, UAE.

Car Park means the car parking areas located within the basement levels of a Building and any car parking within Common Areas together with all related infrastructure and facilities.

Common Areas means parts of a Jointly Owned Property subdivision that have been designated for use in common by owners of Jointly Owned Property and shown on Building or Land Common Areas Site plans as applicable:

- (c) structural elements of a Jointly Owned Property including the main supports, foundations, columns, beams, structural walls, steps, ceilings, ceiling joists, hallways, corridors, lobbies, staircases, stairwells, emergency exits, entrances, windows located on exterior walls, facades, external walkways, tunnels, podium and roofs;
- (d) parking areas, watchman rooms, recreational facilities and equipment, swimming pools, gardens, storage facilities and places designated for use by the Owners Associations;
- (e) main utility equipment and systems including electricity generators, lighting systems, gas systems and equipment, water systems, heating and cooling systems, air conditioning systems and waste storage and treatment facilities;
- (f) lifts, lift shafts, tanks, pipes, generators, suction fans, air compressor units and mechanical ventilation systems;
- (g) water mains, sewer pipes, ventilation shafts, gas pipes and flues and electrical wiring and conduits serving more than one Unit;
- (h) all fittings, connections, equipment and facilities used by more than one Unit;
- (i) any device for measuring the reticulation or supply of utilities; and
- (j) all other parts which are not located within the boundaries of a Unit and that are necessary and required for the existence, maintenance or safety of the Common Areas.

Constitution means the rules and regulations that govern an Owners Association.

Developer means Dubai South Properties DWC-LLC.

Development means the development within the Master Community named in the Particulars of the Jointly Owned Property Declaration of which these Rules form part,.

Jointly Owned Property means any land occupied by a Building that is divided into Units and Common Areas as shown on the Land Common Areas Site Plan and in respect of which a separate Owners Association is or will be established pursuant to the Jointly Owned Property Law.

Jointly Owned Property Law means Law No. (27) of 2007 on ownership of joint properties in Dubai (as may be amended from time to time), and includes all rules, regulations and by-laws issued pursuant to the Jointly Owned Property Law.

Land Common Area Site Plan means a plan that shows Plots (or Townhouses) and Common Areas in a Jointly Owned Property subdivision of land which together with a plan of the plot constitutes a 'site plan' as defined in the Jointly Owned Property Law.

Land Department means the Land Department of the Government of Dubai or other applicable registry.

Long Leasehold means a lease of property for a term of ten (10) years or more.

Master Community means the mixed-use commercial, residential, leisure and retail real estate community developed on the Plot known as the Dubai South Residential District, as more particularly detailed in the Master Community Declaration.

Master Community Declaration means the master community declaration (or any other such governing document) declared in respect of the Master Community, which may be replaced or varied from time to time, but for the avoidance of any doubt shall mean the version of the Master Community Declaration registered with the Land Department in respect of the Master Community.

Master Developer means Dubai Aviation City Corporation which definition shall include, where the context so permits, the Master Developer's Affiliates.

Master Developer's Affiliate means an entity which controls, is controlled by or is under common control (through management agreement or shareholding) with the Master Developer and/or any entity to whom the various rights, powers and duties of the Master Developer are assigned from time to time for the purpose of owning, developing, managing or transacting in respect of the Master Community.

Occupier means any person occupying or visiting a Property owned by an Owner, including an Owner's contractors, lessees, tenants, visitors, servants, agents, employees, guests or family members.

Owner means an owner of a freehold or Long Leasehold interest in a Property within the Master Community (including an owner whose title registration is pending and including its legal heirs, successors-in-title and permitted successors and assigns)

and, where there is more than one owner in relation to a Property, the "Owner" for the purposes of these Rules is the owner of the most derivative interest.

Owners Association means an association formed pursuant to the Constitution and the Jointly Owned Property Law between all the Owners of Units in a Jointly Owned Property for the purpose of administering, managing and maintaining its Common Areas.

Plot means the plot of land situated at plot number 207, Dubai South, Dubai, United Arab Emirates, as more particularly identified on the Master Plan attached to the Master Community Declaration and upon which the Master Community is being developed.

Property means a property contained within the Master Community, being a Single Owned Property, a Unit or Common Areas, and a reference to **Properties** means all of them, as the context so permits.

Relevant Authority means the Government of the Emirate of Dubai in the UAE or any other federal or local competent authority as the case may be, or any person or entity relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Master Community, the Development, a Jointly Owned Property or a Building, or any ministry, department, municipality or local authority, including (where relevant and appropriate) the Master Developer in such capacity.

Rules means these community rules applicable to the Master Community and all Owners and Occupiers.

Single Owned Property means land that is registered, or to be registered, as a single title and not divided into Units.

SPA means the sale and purchase agreement entered into by an Owner for the purchase of their Unit or Single Owned Property.

Title Register means for each relevant Property, an individual register of title within the Land Department for that Property.

Unit means a unit or units forming part of a Building (such as an apartment, office or retail unit) owned by a single Owner and located within a Jointly Owned Property.

2.2 Except where the context otherwise requires, references in these Rules to:

- (a) the **Owners Association** includes a reference to the **Association Manager**;
- (b) **Owner** includes a reference to the **Occupier** of that Property; and

(c) all other capitalised terms have the meanings defined in the SPA.

- 2.3 The Rule and paragraph headings in these Rules are for convenience only and shall be disregarded in construing these Rules.
- 2.4 Unless the context clearly indicates a contrary intention, use of the singular shall include the plural and vice versa, a reference to any one gender shall include the other genders and any reference to 'persons' includes natural persons, legal persons, firms, partnerships, companies and corporations.
- 2.5 Words and expressions defined in any sub-clause shall, for the purpose of the Rule to which that sub-clause forms part and in subsequent Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.6 If any provision of these Rules is in conflict or inconsistent with any law or regulation, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of these Rules.
- 2.7 If any provision in a definition in these Rules is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definitions of these Rules, effect shall be given to it as if it were a substantive provision in the body of these Rules.
- 2.8 All dates and periods shall be determined by reference to the Gregorian calendar.

3 Owners Association

- 3.1 These Rules are binding upon all Owners and Occupiers and shall inure for the benefit of such parties from time to time.
- 3.2 Each Property is sold, owned, occupied and used subject to the terms of these Rules and, when legally possible, these Rules shall be registered on the Title Register of all Owners of such Properties and against the Common Areas in the land registry maintained by the Land Department.
- 3.3 In the event of a Property being owned by more than one person, such persons shall together be deemed to be one member of the Owners Association and shall be jointly and severally liable.

4 Objects of the Owners Association

- 4.1 The objects of the Owners Association will include:
 - (a) To be responsible for the enforcement of the provisions of these Rules and for the control, management and administration of the Common Areas for the benefit of all Owners.

- (b) In general:
 - (i) to ensure the maintenance and promotion of harmony in the physical and social environment of the Common Areas;
 - (ii) to promote and encourage Owners to maintain at all times the external appearances of their Unit or Single Owned Property in a clean and tidy condition;
 - (iii) to protect and promote the interests of the Common Areas and the Owners;
 - (iv) to monitor and enforce where necessary the duties of Owners to comply with the provisions of these Rules.

5 Powers of the Owners Association

5.1 The Owners Association may exercise the powers conferred on it pursuant to these Rules which powers shall include the power:

- (a) to delegate its powers and functions to an Authorised Representative;
- (b) to enter into binding contracts through its Authorised Representative;
- (c) to open and operate bank accounts with a registered banking institution, or authorise the Authorised Representative to open and operate such accounts;
- (d) to appoint an Auditor;
- (e) to appoint such agents and employees as it deems fit,

and the Owners Association shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfilment of its objectives including, but not restricted to, powers specifically contained in these Rules.

6 Rules

6.1 Permitted Use

- (a) All Owners must ensure that their Unit or Single Owned Property is used strictly for its permitted use as specified in the SPA.
- (b) All Owners must not use their Unit, Single Owned Property or the Common Areas for any illegal act nor for any use that may harm the reputation of the Jointly Owned Property, the Developer, the Master Developer or any other Owner.

- (c) All Owners must fully comply with all prevailing Applicable Laws in respect to their use and occupation of their Unit, the Building, their Single Owned Property or the Common Areas.
- (d) All Owners must not conduct in or upon any part of the Master Community including their Unit or Single Owned Property, any auction, clearance or liquidation sale.
- (e) All Owners of a Unit or Single Owned Property must not allow the number of people in the Unit or Single Owned Property at any time to exceed the number of people that the Unit or Single Owned Property is designed or permitted to occupy.
- (f) The duties and obligations imposed by these Rules on an Owner shall be observed not only by every Owner but as well by their agents, contractors, employees, family members, guests, lessees, licensees, servants, invitees and any other visitors and occupiers of the Property. The Owner shall be responsible for and shall ensure that all the said persons comply with these Rules and shall be liable to make good all damages and losses caused by them.

6.2 Insurance

An Owner must ensure that adequate maintain buildings insurance is in place for its Unit or Single Owned Property for such amounts, on such terms and with such an insurer as is reasonably acceptable to the Owners Association and shall upon request provide copies of the insurance policies and renewals thereof to the Developer and Owners Association along with copies of the receipts of payment of the insurance premiums.

6.3 Obligation to Maintain Unit or Single Owned Property

- (a) An Owner must maintain, repair and keep the whole of its Unit or Single Owned Property in good and substantial repair, working order and condition (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in the Unit or Single Owned Property) to a standard equivalent to or greater than the standard of the Common Areas of the Jointly Owned Property at all times.
- (b) An Owner must, without affecting the generality of above, at the Owner's expense:
 - (i) cause its Unit or Single Owned Property (including all interior glass in the Unit or Single Owned Property and all exterior glass that is readily accessible from within the Unit or Single Owned Property or from any balcony forming part of the title to the Unit or Single Owned Property or

over which exclusive use rights have been granted) to be cleaned (and kept free of dirt and rubbish and of rodents and vermin) on a regular basis in a proper and workmanlike manner and to a standard at least equivalent to the cleaning of the Common Areas;

- (ii) keep clean and maintain in good order, repair and condition all fittings, plant, furnishings and equipment in its Unit or Single Owned Property;
 - (iii) immediately repair all broken glass;
 - (iv) not use the lavatories, sinks and drainage and other plumbing facilities in its Unit or Single Owned Property or the Common Areas for any purpose other than those for which they were intended and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter. Any damage caused to such facilities by the misuse of the Owner shall be made good immediately by the Owner upon notification of the same; and
 - (v) not place any item in the Common Areas including door mats or attach any decorative items, advertisement or religious symbol to any external door or window or otherwise within the Unit or Single Owned Property that may be visible from the Common Areas or any other Unit or Single Owned Property.
- (c) An Owner must not undertake any building works to its Unit or Single Owned Property without the prior written consent of the Owners Association in accordance with the architectural code vetted by the Owners Association.

6.4 Behaviour of Owners

- (a) An Owner must not create any noise in the Property likely to interfere with the peaceful enjoyment of other Owners or any person lawfully using the Common Areas or the Master Community.
- (b) An Owner must not carry out any nuisance or offensive activities in the Property, nor shall it do or allow to be done or maintained on any part of the Master Community any activity which may be or may become an annoyance or nuisance to other Owners or any person lawfully using the Common Areas or the Master Community.
- (c) An Owner must not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or any person lawfully using the Common Areas or the Master Community.

6.5 Appearance of Unit or Single Owned Property

- (a) An Owner must not, without the prior written consent of the Owners Association, maintain within its Unit or Single Owned Property (or on any balcony or terrace area) any item or furnishing that is visible from the Common Areas or outside the Jointly Owned Property that, when viewed from the Common Areas or outside the Jointly Owned Property, is not in keeping with the rest of the Master Community.
- (b) An Owner must not hang any washing, towels, bedding, clothing or other article on any part of its Unit or Single Owned Property (or on any balcony or terrace area or) in such a way as to be visible from the Common Areas or outside the Jointly Owned Property.

6.6 Security

- (a) An Owner must use all reasonable endeavours to keep its Unit or Single Owned Property secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when the Unit or Single Owned Property is not occupied. An Owner shall provide consent to the maintenance team for the Development to enter the Unit at such times that are reasonably necessary to repair and maintain any systems or network passing through or servicing the Unit or Single Owned Property (making good any damage caused promptly and to the reasonable satisfaction of the Owner).
- (b) An Owner must strictly comply with all rules and directions of the Master Developer, Developer and Owners Association with respect to any security procedures implemented from time to time by the Master Developer, Developer and Owners Association.
- (c) The Owners acknowledge and agree that the Common Areas and other areas that the Owners might have a right to access within the Master Community may have security cameras installed and accordingly they may be filmed as part of the security arrangements.

6.7 Preservation of Fire Safety and Non Smoking

- (a) An Owner must not do anything in its Unit, the Common Areas or the Building that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Units, the Common Areas or the Building.
- (b) Smoking is not permitted in the Common Areas except in such areas designated as 'Smoking' areas, if any, as determined by the Developer or the Owners Association or any relevant authority from time to time.

6.8 Prevention of Hazards

- (a) An Owner must not do anything in its Unit, Single Owned Property or the Master Community that is likely to create a hazard or danger to any other Owner or any person lawfully using the Common Areas or the Master Community.
- (b) An Owner must not without the prior written consent of the Owners Association, use or store in the Unit, Single Owned Property or on the Common Areas any inflammable chemical, liquid or gas or other inflammable material.
- (c) This Rule 6.8 does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (d) An Owner must not leave glass containers in the Common Areas.
- (e) An Owner must not leave any cooking appliance unattended when in use and must only use cooking appliances in the designated kitchen areas.
- (f) An Owner must not throw any items of any nature whatsoever from the windows or any balconies of the Unit or Single Owned Property.
- (g) An Owner must not use any cooking, heating or smoking equipment (including barbeques, shisha pipes or heaters) on any balconies of the Unit or Single Owned Property.

7 Common Areas

7.1 Obstruction of Common Areas

- (a) An Owner must not obstruct the lawful use of the Common Areas by any person.
- (b) An Owner must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Common Areas.
- (c) If an Owner fails to comply with this Rule 7.1, the Developer or Owners Association is entitled to remove any obstructing items and dispose of the items at the Owner's sole liability, cost and expense without notice to the Owner.

7.2 Damage to Common Areas

- (a) An Owner must not mark, paint, drive nails or screws or the like into any structure that forms part of the Common Areas or otherwise damage or deface such structure.
- (b) An Owner must give the Owners Association prompt notice in writing of any defect or services to or fittings in need of repair in the Common Areas and of

any circumstances likely to be or cause any danger, risk or hazard to the Common Areas or any person.

7.3 Furniture and Equipment in the Common Areas

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

7.4 Children Playing in the Common Areas

- (a) An Owner must not permit any child of whom the Owner has control:
 - (i) to play, or remain on the Common Areas unless accompanied by an adult exercising effective control including the car parking areas or other areas of possible danger or hazard to children save where such areas are designated as a children's play area and in such circumstances only where consistent with the rules associated with such play area;
 - (ii) to use the walls or floors of the Jointly Owned Property for ball games, skateboarding or cycling or to deface the walls or Common Areas.

8 Rubbish disposal

8.1 Depositing rubbish and other material in the Common Areas

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

8.2 Rubbish Disposal

- (a) An Owner must not accumulate rubbish in, on or around its Unit or Single Owned Property, the Common Areas or the Master Community and shall ensure that all rubbish and refuse is removed from its Unit or Single Owned Property to such locations as determined and notified to the Owner by the Developer or Owners Association from time to time.
- (b) An Owner, in relation to the disposal of rubbish, waste and recyclable material must:
 - (i) ensure that rubbish is securely wrapped;

- (ii) ensure that tins or other containers are completely drained;
 - (iii) ensure that recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines, if any; and
 - (iv) comply with the Master Developer's requirements for the storage, handling and collection of rubbish, waste and recyclable material.
- (c) An Owner must promptly remove or clean up anything which the Owner may have spilled in the area housing the designated shared receptacles for rubbish, recyclable material or waste.
- (d) An Owner must notify the Owners Association of any loss of, or damage to the designated shared receptacles for rubbish, recyclable materials or waste.
- (e) The Master Developer and Developer may post signs on the Common Areas and Master Community with instructions on the handling of rubbish, recyclable material and waste.
- (f) This Rule 8.2 does not require an Owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (g) If an Owner fails to remove any rubbish, recyclable material or waste strictly in compliance with this Rule 8.2, the Developer or Owners Association shall be entitled to enter its Unit or Single Owned Property and remove the rubbish, recyclable material or waste at the Owner's sole cost and expense.

9 Leisure facilities

9.1 General

- (a) **Operating Hours**
- (i) The hours of operation of the leisure facilities shall be determined by the Developer or Owners Association from time to time and displayed at the entry to the leisure facilities.
 - (ii) No Owner may enter into the leisure facilities outside of the hours of operation without the written permission of the Developer or the Owners Association.
- (b) **Use**
- (i) All Owners must comply with all rules and directions of the Developer and Owners Association, as amended from time to time, and with the

Applicable Laws and any other rule, direction or resolution pertaining to the use of the leisure facilities.

- (ii) A non-resident Owner is deemed to have assigned its rights to use the leisure facilities to its Occupier.
- (iii) All users of the leisure facilities do so at their own risk and acknowledge that there may be no lifeguard or supervisor on duty.
- (iv) An Owner may only bring a maximum of two (2) adult invitees into the leisure facilities areas at any one time unless otherwise instructed by the Developer or Owners Association who might *inter alia* limit the number of invitees or restrict at any time their access to/use of the leisure facilities.
- (v) All invitees must be accompanied by an Owner when using the leisure facilities and an Owner shall be responsible for the behaviour of all his/her invitees.
- (vi) Any child under the age of thirteen (13) years must be accompanied and supervised by an adult when using the leisure facilities.
- (vii) Owners must be appropriately dressed when using the leisure facilities in consideration of other Owners and for hygiene and modesty reasons.
- (viii) The Developer and Owners Association reserve the right to exclude any person from using the leisure facilities should such person be in breach of these Rules relating to the leisure facilities.
- (ix) The Developer and Owners Association reserve the right to impose a system of fines to discourage behaviour which would be a breach of these Rules, the proceeds of any such fines shall be allocated to the continued enhancement and/or maintenance of the Common Areas or the Master Community as the case may be.

9.2 Disclaimer

The Master Developer, Developer and Owners Association shall not be responsible for any injuries (including death), damage or loss sustained by any person when using the leisure facilities (including but not limited to the gymnasium and swimming pool).

9.3 Gymnasium

- (a) An Occupier may only bring in a maximum of two adult invitees into the gymnasium at any one time unless otherwise instructed by the Developer or

Owners Association who might *inter alia* limit the number of invitees or restrict at any time their access to/use of the gymnasium.

- (b) Use of the weight equipment is restricted to adults (aged sixteen (16) years or older) and youths aged thirteen (13) years to fifteen (15) years provided they are accompanied and supervised by an adult.
- (c) Weights must be lowered gently and not dropped on the ground.
- (d) Use of the cardiovascular equipment is restricted to twenty (20) minutes when others are waiting.
- (e) No food or beverages may be consumed in the gymnasium except for bottled water or that provided by the gymnasium.
- (f) No equipment may be removed from the gymnasium.
- (g) The Owners Association may charge a fee for allowing a personal trainer or coach to use the gymnasium on a time basis. The Owners Association shall determine the number of personal trainers/coaches that shall be approved from time to time and the approval of any personal trainer or coach shall be at its discretion and notified to the Owners accordingly. Only personal trainers and coaches which are duly licensed and approved by the Owners Association may provide personal training services in the gymnasium.

9.4 Swimming Pool

- (a) The use by the Owners of the swimming pool is subject to any restrictions of use imposed by the Developer or Owners Association. Owners must shower before using the swimming pool and must use the swimming pool in a sensible and safe manner and in consideration of other Owners. Ball sports, diving and rough play are strictly prohibited in and around the swimming pool area.
- (b) Any child under the age of six (6) years (and any other child that is not a competent swimmer) must have an adult in the swimming pool with them at all times and within arms' reach. Any child between the ages of six (6) years and thirteen (13) years must have an adult present in the swimming pool area and supervising him/her.
- (c) Infants and children who are not toilet trained and wish to enter the swimming pool must wear a clean and waterproof diaper when doing so.
- (d) An Owner may not enter the pool if they have open wounds or are suffering from infectious diseases.
- (e) An Owner must not have glass items in the swimming pool area.

- (f) An Owner must obtain prior permission for anything other than the incidental consumption of food and drink in the swimming pool area (for example, permission shall be required for gatherings and parties).
- (g) The Owners Association may charge a fee for allowing a swimming coach to use the swimming pool on a time basis. The Owners Association shall determine the number of swimming coaches that shall be approved from time to time and the approval of any swimming coach shall be at its discretion and notified to the Owners accordingly. Only swimming coaches which were duly licensed and approved by the Owners Association may provide swimming lessons in the swimming pool.

10 Deliveries and removals

10.1 Loading Bay

- (a) An Owner must follow the directions of the Developer and Owners Association with respect to the delivery or removal of furniture and large items and must use solely the loading bay (if any) for such delivery or removal.
- (b) An Owner must not park or leave any vehicle unattended in the loading bay at any time or leave any items within the loading bay that may obstruct its use by other Owners.

10.2 Movement of Goods

- (a) An Owner shall be responsible for any damage to the Jointly Owned Property or Master Community and equipment caused by the transportation of its furniture or other effects.
- (b) The Owner must ensure that adequate measures are taken to protect the Common Areas during any bulk deliveries or removal work.
- (c) An Owner must ensure that packing and crating materials must be removed and disposed of in an appropriate manner on the same day that they are brought in.

10.3 Timings

Bulk deliveries and removals should be carried out during the hours fixed by the Developer or Owners Association at its absolute discretion.

10.4 Permission Required

An Owner must obtain permission from the Owners Association at least forty eight (48) hours in advance for bulk deliveries and removals and must ensure that such deliveries and removals are carried out in accordance with the Owners Association's

instructions. The Owner acknowledges that the building's security may deny entry for bulk deliveries and removals if this provision is breached.

11 Keeping of animals

11.1 Animals

- (a) An Owner shall require the consent of the Owner's Association to keep any animal in its Property at any time other than fish, cats and small dogs.
- (b) This Rule 11 does not prohibit or restrict the keeping in a Unit or Single Owned Property of a dog used as a guide or hearing dog by an Owner or the use of a dog as a guide or hearing dog in a Unit or Single Owned Property or on the Common Areas.

12 Car parking rules

12.1 Compliance

An Owner must comply with all rules and directions of the Developer and Owners Association pertaining to the use of the Car Park.

12.2 Storage of Items

A car parking space may not be used for recreation, storage or repair works by an Owner without the prior written consent of the Developer or Owners Association.

12.3 Liability

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

13 Miscellaneous Rules

13.1 Works

- (a) An Owner must notify the Owners Association in writing, not less than forty eight (48) hours prior to any permitted works to be undertaken to its Unit, provide details of the contractors engaged to undertake the works, and obtain a work permit from the Owners Association and the Relevant Authority. For the avoidance of doubt, the Owner is not entitled to commence said works without first obtaining the permit from the Owners Association and Relevant Authority. The Owner shall carry out such works in accordance with the terms of the permit, all Applicable Laws and any directions issued by the Owners Association.
- (b) An Owner indemnifies, and keeps indemnified, the Master Developer, Developer and Owners Association and all other Owners and Occupiers in the Jointly Owned Property against any loss suffered arising from or connected to the Owner's works.

13.2 Signage

- (a) An Owner must not, without the prior written approval of the Owners Association, erect, display, affix or exhibit on or to the exterior of its Unit (or in the interior of its Unit that are visible from outside of the Unit), any signage, lights, embellishments, advertisements, names or notices.
- (b) An Owner must not by the installation of any fittings, equipment, facilities, illumination or otherwise, spoil, impair or detract from the impression of its Unit or the Building generally.
- (c) An Owner must not install any moving, blinking, animated or audible signs within its Unit that are visible from outside of the Unit.

13.3 Advertising

- (a) An Owner of an Unit or Single Owned Property must not place or display any merchandise or advertising material of any nature whatsoever outside its Unit or Single Owned Property or in any part of the Common Areas or Master Community.
- (b) An Owner must not, without the prior written consent of the Owners Association, deliver merchandise or solicit business anywhere within the Master Community nor distribute pamphlets or other advertising materials on motor vehicles parked in the Car Park or to any other Unit in the Master Community, nor leave any merchandise or advertising materials on or within the Master Community at any time.

13.4 Storage

- (a) An Owner must only store or stock goods or equipment in its Unit or Single Owned Property that are necessary for its personal use and shall ensure that such goods or equipment are stored in its Unit or Single Owned Property in a proper manner, without creating any mezzanine levels or using false ceilings as storage areas without the express written approval of the Owners Association.
- (b) An Owner must not store any inflammable materials in its Unit or Single Owned Property nor have any naked flames or the burning of incense within the Unit or Single Owned Property.
- (c) An Owner must not suspend heavy loads from ceilings, the main structure, or suffer floors, cabinets and closets to be loaded beyond safety limits and the Owners Association is not responsible for any claims, losses, damages or injuries (including death) which may result from a breach by the Owner of this Rule 13.4.

13.5 Observance of other Rules

In addition to the duties and obligations imposed by these Rules, all Owners shall observe and be bound by any duties restrictions and obligations imposed by:

- (a) the Master Developer in accordance with the Master Community Declaration and any other requirements of the Master Developer; and
- (b) the applicable laws in the Emirate of Dubai and all other rules and regulations imposed by the Relevant Authorities including without limitation the Dubai Municipality, the Department of Transport, the Land Department, the Immigration Department, the Dubai Civil Defence and Dubai Electricity and Water Authority (**DEWA**).

13.6 Restriction of access

The Master Developer and Owners Association shall be entitled to restrict on a temporary basis access to areas and facilities that would otherwise be accessible by Owners and Occupiers by reason of maintenance, repair, replacement or such areas or facilities.

14 Indemnification

The Owner shall hold and keep the Master Developer, Developer, Owners Association, their parent company, respective shareholders, directors, employees, representatives, other Owners and any third party (collectively the **Indemnified Persons**) harmless and fully indemnified against any damages, losses, expenses, claims, personal injuries (including death) whatsoever that the Indemnified Persons might incur or suffer as a result of breach by the Owner of any of these Rules.

15 Variations to the Rules

15.1 Amendments

The Developer and the Owners Association reserve the right (which is acknowledged by each Owner) to make any amendments to these Rules which it considers reasonably necessary in the best interests of the Jointly Owned Property, the Master Community and the Owners generally.

15.2 Conflicts

If any provision of these Rules conflicts with Applicable Laws, the relevant provisions of these Rules shall be appropriately amended, replaced, repealed or varied by the Developer or Owners Association in writing, provided that the remaining terms and conditions in these Rules that do not conflict with Applicable Laws shall continue to remain in force and shall be effective to the extent that they do not conflict with the amended, replaced, repealed or varied provisions.

16 Notices

16.1 Delivery of notices

Any notice given under these Rules shall be in writing and shall be served by delivering it personally, sending it by courier by email to the address provided pursuant to the SPA. The following table sets out the corresponding deemed delivery date and time.

Delivery method	Deemed delivery date and time
Delivery by hand	If served personally before 5pm on a Business Day, when served and otherwise on the next Business Day.
Delivery by courier	If left at an address in accordance with these Rules and the SPA before 5pm on a Business Day, when left and otherwise on the next Business Day.
Email	On confirmed completion of transmission if before 5pm on a Business Day and otherwise on the next Business Day.

16.2 Notices to multiple parties

Any notice which, in the reasonable opinion of the Developer or Owners Association, is required to be sent to such a larger number of Owners that it would be inefficient

or unduly expensive to be served by the method set out in Rule 16.1 may be validly served by posting such notice on the Owners Association's website for the Development and/or Jointly Owned Property, once the details of such website have been made known to the Owners.

17 Governing Law and Jurisdiction

These Rules and the rights of any parties shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal laws of the UAE. Any dispute or legal action or proceeding arising out of or in connection with these Rules shall be subject to the exclusive jurisdiction of the Courts of the Emirate of Dubai, UAE.