



Dubai South Residential District

MASTER COMMUNITY DECLARATION

This Master Community Declaration is executed by Dubai Aviation City Corporation in its capacity as the Master Developer and shall be operative and legally binding from the date of this declaration.

Date of Declaration:

Executed by:
For and on behalf of
Dubai Aviation City Corporation]

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Part A

Overview and Application of this Master Community Declaration

1

Overview

- (a) The Master Developer is the governmental authority with jurisdiction pursuant to Dubai Law No. 10 of 2015 over the development and Operation of the residential master community within Dubai South known as the Dubai South Residential District, as further defined in the Definitions and depicted on the Master Community Plan (being the “**Master Community**”).
- (b) The Master Community is a predominantly a residential master community with supporting retail, amenity and other shared community areas and facilities such as roads, landscaped and open space areas.
- (c) The Master Community is depicted on the Master Community Plan and comprises:
 - (i) Plots, Buildings and Units (including Future Development Plots), each referred to as a “**Property**” in this Master Community Declaration, and as further defined in the Definitions;
 - (ii) Master Community Common Facilities; and
 - (iii) Master Developer Retained Areas.
- (d) The Master Community Common Facilities are located throughout the Master Community and comprise the areas and facilities that are made available by the Master Developer for the shared use of the Owners and Occupiers (and in some cases, their invitees and members of the public), or which otherwise benefit or support the Operation of the Master Community (being the “**Master Community Common Facilities**”) as depicted on the Master Community Common Facilities Plan.
- (e) The Master Developer has appointed Dubai South Community Management DWC-LLC as the Community Management Company to manage the Operation of the Master Community and oversee and enforce a coordinated community management regime for the Master Community for and on behalf of the Master Developer for the benefit of all stakeholders within the Master Community in accordance with this Master Community Declaration, the JOP Law and the directions of RERA.
- (f) RERA has recognised Dubai Aviation City Corporation as the Master Developer and the custodian of the Master Community and has approved the appointment of Dubai South Community Management DWC-LLC as the Community Management Company.

2

Binding Effect

This Master Community Declaration shall take effect on the date it is declared by the Master Developer and is for the benefit of, and binding upon, the Master Developer, the Community Management Company, and all Owners, Occupiers and Invitees and any other person who owns any part of, or has any interest in a Property or the Master Community. This Master Community Declaration shall, automatically, and without the need for any further documentation, run with, attach to, and benefit and burden, each Property (and any ownership interest thereto) including all successors-in-title of such Property from time to time.

3

Amendment

Subject to Applicable Laws, and procuring the approval of the Relevant Authorities to the extent required under Applicable Laws, the Master Developer may in its absolute discretion, and without claim or objection by the Owners or Occupiers, add to, amend, substitute or repeal any or all of the provisions of this Master Community Declaration and the Master Community Plan as it deems necessary from time to time.

4

Consistency, Interpretation and Definitions

- (a) If there is a conflict or inconsistency between this Master Community Declaration and:
 - (i) any Sales Documentation, this Master Community Declaration prevails to the extent of the conflict or inconsistency;
 - (ii) a Governance Document, this Master Community Declaration prevails to the extent of the conflict or inconsistency; and

- (iii) Applicable Laws, the Applicable Laws prevail to the extent of the inconsistency.
- (b) In this Master Community Declaration (i) words that are “Capitalised” have the corresponding meanings set out in Part A of Schedule A, which forms an integral part of this Master Community Declaration; and (ii) the rules of interpretation contained in Part B of Schedule A will apply.

Part B **Management of the Master Community**

5 Ownership and Management of the Master Community

5.1 The Master Developer

The Master Developer is the governmental authority with jurisdiction and authority over the development and Operation of the Master Community pursuant to Dubai Law No. 10 of 2015, and is:

- (a) responsible for the development and management of the Master Community and the Operation of the Master Community Common Facilities;
- (b) the Owner of the Master Community Common Facilities and any Utility Infrastructure, to the extent that these areas and facilities have not been Dedicated to a Relevant Authority or Utility Service Provider; and
- (c) the Owner of the Master Developer Retained Areas that have been retained by the Master Developer in its private capacity for its own commercial use or future sale.

5.2 Functions and Powers of the Master Developer

- (a) The Master Developer has the power and authority to enforce compliance with the obligations and responsibilities imposed upon Owners and Occupiers (and Invitees) under this Master Community Declaration or Applicable Laws, as necessary to ensure that the Master Developer’s obligations under this Master Community Declaration are carried out in a timely and cost-effective manner.
- (b) The Master Developer may, in its absolute discretion, procure, appoint and delegate some of its responsibilities under this Master Community Declaration to the Community Management Company and one or more Suppliers, third parties or Relevant Authorities (including Affiliates of the Master Developer and/or the Community Management Company) to Operate the Master Community Common Facilities and exercise such powers, rights and duties entrusted to the Master Developer and the Community Management Company under this Master Community Declaration.
- (c) The Master Developer and the Community Management Company may impose such conditions in their absolute discretion to any Consent they give to an Owner or Occupier under this Master Community Declaration and the Owners and Occupiers may not raise any claim or objection to such Consent and/or any conditions thereto.
- (d) The Owner or Occupier (as applicable) must comply with any conditions related to a Consent of the Master Developer and/or Community Management Company and the Master Developer and/or the Community Management Company may revoke its Consent if the Owner or Occupier (as applicable) does not comply with such conditions.
- (e) A Consent granted by the Master Developer and/or the Community Management Company under this Master Community Declaration does not relieve the Owners or Occupiers from their obligation to obtain any other necessary approval required under Applicable Laws or by the other Relevant Authorities.

5.3 The Community Management Company

- (a) The Master Developer has appointed the Community Management Company to manage the Operation of the Master Community on behalf of the Master Developer in accordance with the JOP Law and the requirements of RERA.
- (b) The Community Management Company shall administer and enforce this Master Community Declaration for and on behalf of the Master Developer and has been granted the requisite power and authority by the Master Developer to undertake such functions. The Community Management

Company will charge fees for managing the Operation of the Master Community in accordance with the JOP Law as approved by RERA which fees shall be a Master Community Expense recoverable from the Owners by way of Master Community Service Charges.

- (c) When carrying out its delegated functions, the Community Management Company shall at all times benefit from the same indemnities given by the Owners and Occupiers to the Master Developer under this Master Community Declaration. Notwithstanding such delegated authority and benefiting from such indemnities.
- (d) The Community Management Company is not the legal representative or agent of the Master Developer and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of such delegation.

- (e) Unless expressly delegated to the Community Management Company or approved by the Master Developer in writing, the Community Management Company does not have the power or authority to: (i) bind the Master Developer, or to make binding decisions on behalf of the Master Developer; (ii) enter into any binding agreements on behalf of the Master Developer; or (iii) issue any Master Community Regulations.

6 **Master Community Regulations**

- (a) In addition to the requirements in this Master Community Declaration, the Owners and Occupiers must also comply (and must ensure that their Invitees comply) with all Master Community Regulations as shall be reasonably determined by the Master Developer from time to time and shall comply with the directions of the Master Developer (and the Community Management Company and their nominated Suppliers and Affiliates).
- (b) All Master Community Regulations shall be made in writing and served upon the Owners by the Master Developer or the Community Management Company in such form as determined by the Master Developer or the Community Management Company from time to time (which the Owners are responsible to communicate to their Occupiers and/or Invitees) including posting such Master Community Regulations on the website for the Master Community or, where appropriate, displaying such regulations in the Master Community.
- (c) The Master Developer may waive the application or enforcement of one or more Master Community Regulations against one or more Owners (and/or their Occupiers and/or Invitees) as it deems appropriate at its sole discretion. Any such waiver to apply or enforce any Master Community Regulations against an Owner (and/or their Occupiers and/or Invitees) does not prevent the Master Developer from applying or enforcing such Master Community Regulations against other Owners (or other Occupiers and/or Invitees) and shall be without prejudice to the Master Developer's rights under this Master Community Declaration and Applicable Laws.
- (d) The Owners and the Occupiers must fully comply (and ensure their Invitee's comply) with their respective Governance Documents.

7 **Rights Reserved in favour of the Master Developer**

7.1 **Community and Directional Signage**

The Master Developer shall have the right to control and determine all promotional, marketing and directional Signage in the Master Community. All costs incurred by the Master Developer in erecting and maintaining any promotional, marketing and directional Signage shall be a Master Community Expense where such signage is for the benefit of the Master Community.

7.2 **No Events and Commercial Activities**

No events or commercial activities may be held by any Owner or Occupier within the Master Community Common Facilities, or and any other parts of the Master Community, without the prior Consent of the Master Developer (which may be withheld or granted upon such conditions as the Master Developer determines in the Master Developer's sole discretion). The Master Developer shall have the right, as a condition of its Consent, to manage and promote all permitted events and commercial activities within the Master Community Common Facilities and may charge fees to the applicant Owner in this regard, which fees shall be utilised for the benefit of the Master Community and any costs incurred with respect to managing the event shall be allocated as a Master Community Expense.

8 **Other Management Roles in the Master Community**

8.1 **Building Managers**

- (a) A Building Manager must be appointed for each Subdivided Property in accordance with the requirements of RERA and the JOP Law to manage such Subdivided Property including its Common Areas.
- (b) The Building Manager must use all reasonable endeavours to ensure that the Owners and Occupiers within the Subdivided Property have been made aware of and will comply with their obligations under this Master Community Declaration.
- (c) Anything done by a Building Manager or a representative of the Building Manager in respect of a Subdivided Property has the same effect as if the Owners within such Subdivided Property did that same thing and the Master Developer is under no obligation to seek to confirm or validate any purported approval of a Building Manager or to question or investigate the manner in which such approval was given by such Owners.
- (d) The Building Manager of a Subdivided Property is responsible for the collection of Master Community Service Charges raised by the Community Management Company against such Subdivided Property from the Owners within the Subdivided Property by way of inclusion in service charges raised in respect of the Subdivided Property.

Part C

General Duties and Obligations of Owners within the Master Community

9 **Duties and Obligations of the Owners**

9.1 **General Obligations of the Owners**

Each Owner must comply with, and ensure that their Occupiers and Invitees comply with, the provisions of this Master Community Declaration, including all Master Community Regulations and any guidelines issued by the Community Management Company from time to time pursuant to the terms of this Master Community Declaration and must:

- (a) comply with the decisions and directions of the Master Developer and the Community Management Company and not do anything to hinder the implementation of the decisions or directions made by them;
- (b) comply with Applicable Laws and all conditions of any Licence or Registration relating to or affecting the ownership, use, occupation, Operation, improvement and disposition of its Property or anything done within or upon it; and
- (c) be responsible for and pay for all connection and consumption charges with respect to Utility Services and pay all property or governmental taxes levied on the Owner's Property by the Relevant Authority when due and payable.

10 **Nature of Owners' Obligations**

- (a) The obligations of each Owner under this Master Community Declaration are several and not joint and several. Where any Property is owned in the joint names of more than one person, all the registered Owners of that Property shall be jointly and severally liable for the due performance of all the obligations of the Owner of that Property under this Master Community Declaration.
- (b) Except in relation to the requirement to pay Master Community Service Charges, any provision of this Master Community Declaration imposing an obligation (positive or negative) on an Owner also imposes that obligation on the Occupiers within the Owner's Property.
- (c) Owners shall use all reasonable endeavours to ensure that their respective Occupiers (and any of their respective Invitees) comply with all of their obligations under this Master Community Declaration and the Master Developer may, but is not obliged to, exercise any rights against both the Owners and the Occupiers (and their respective Invitees) in relation to any breach of this Master Community Declaration by any of them (at the Master Developer's or Community Management Company's sole election).

- (d) Notwithstanding an Owner has granted rights of occupancy to an Occupier (or Occupiers) within a Property, the Owner shall remain responsible to the Master Developer for the payment of Master Community Service Charges and ensuring that the use and maintenance of the Property complies with the provisions of this Master Community Declaration.
- (e) If an Owner is a corporate entity, the Owner shall appoint a Representative (or Representatives) to attend meetings and receive correspondence from the Community Management Company and shall give written notice of the details of its Representative(s) to the Community Management Company.
- (f) Anything done by a Representative for an Owner that is a corporate entity has the same effect as if the Owner did that same thing.

10.2 **Indemnity**

- (a) Each Owner:
 - (i) is liable for all acts and omissions the Owner (or its Occupiers and Invitees) commits and the consequences of such acts and omissions in occupying or using its Property, the Master Community Common Facilities or any other parts of the Master Community; and
 - (ii) releases, indemnifies and holds harmless the other Owners, the Master Developer and the Community Management Company (and their respective Affiliates, shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents, representatives and nominated Suppliers) and shall defend the Master Developer and the Community Management Company against any and all Losses in any way arising directly or indirectly from:
 - (A) the Owner's (or its Occupiers' or Invitees') occupation or use of its Property, the Master Community Common Facilities and any other parts of the Master Community; and/or
 - (B) the construction or performance of any Improvements or Alterations whether or not made under Approved Plans, drawings and specifications.
- (b) The Master Developer shall not be liable for:
 - (i) the development of or failure to develop any part of the Master Community Common Facilities, or the Master Community generally, or the development of or failure to develop any Property by the Master Developer or an Owner; and/or
 - (ii) any Losses that may arise as a result of any error of judgment or for any mistake of fact or law or for anything which the Master Developer or the Community Management Company may do or refrain from doing under this Master Community Declaration.

Part D **Development of the Master Community, Alterations and Improvements**

11 **Development of the Master Community**

11.1 **Staged Development of the Master Community**

- (a) The Master Community may be the site of on-going development and construction, including construction of buildings, Master Community Common Facilities, the Master Developer Retained Areas and Infrastructure.
- (b) The on-going development work may cause interference or disturbance to an Owner's (and an Occupier's) use and enjoyment of its Property and the Master Community Common Facilities and no Owner or Occupier shall raise any claim against the Master Developer for such interference, disturbance, lack of access or any other nuisance.
- (c) The Master Community may (subject to the Consent of the Relevant Authorities) be expanded to include additional land and/or further Master Community Common Facilities to benefit the Owners and Occupiers and the cost of Operating such Master Community Common Facilities will form part of the Master Community Expenses payable by the Owners by way of Master Community Service Charges.

12 **Development Plots and Future Development Plots**

12.1 **Reservation of Rights**

- (a) Subject to complying with the requirements of the Master Developer and the Relevant Authorities, and subject to the provision of the respective Sales Documentation relating to the Property and all Applicable Laws, the Owner of a Development Plot or Future Development Plot shall be entitled to carry out, or procure the carrying out of, any building or other Works in any part of its Development Plot or Future Development Plot provided that it complies with the provisions of this Master Community Declaration.
- (b) The Master Developer shall ensure that reasonable access through the Master Community to a Development Plot or Future Development Plot is made available to such Owner (or its contractors, employees, agents and nominated Suppliers) for the purpose of carrying out such Works and no Owner or Occupier may obstruct or prevent such access at any time.
- (c) The Owners and Occupiers may not raise any claim against the Owner of a Development Plot or Future Development Plot for compensation or Losses in respect of the exercise by such Owner of any of the rights contemplated by this **clause 12**.

12.2 **Operation and Maintenance of Development Plots and Future Development Plot**

- (a) The Owner of each Development Plot or Future Development Plot is responsible at its own cost for:
 - (i) the Operation of such Property in accordance with this Master Community Declaration and the Master Community Regulations; and
 - (ii) the development of such Property in accordance with the timeframes and obligations imposed on such property under the respective Sales Documentation.
- (b) The Owner of each Development Plot or Future Development Plot shall ensure that such Property is sufficiently cleaned, repaired and maintained so as not to cause any damage or nuisance to other Owners, including ensuring that no rubbish or debris collects on such Property and the disposal of rubbish or debris must be managed in accordance with the requirements of the Community Management Company.
- (c) Where a Development Plot or Future Development Plot adjoins an occupied Property, the Owner of such Development Plot or Future Development Plot shall take reasonable steps to ensure that during construction of such Plot, it is kept secure and materials or equipment cannot escape (by reason of wind or other factor) and affect the use and enjoyment of the adjoining Property or cause any danger, harm or injury to other Properties, Owners, Occupiers and Invitees.
- (d) No Development Plot or Future Development Plot may be used for the parking of vehicles, or the storage of building materials or any other items, without the prior written Consent of the Community Management Company, and the Owner of each Development Plot and Future Development Plot must take all steps necessary to prevent any such activity on its Plot.
- (e) The Community Management Company may remove by towing, or clamp, any vehicles parked on a Development Plot or Future Development Plot in violation of this **clause 12.2**, and may issue a fine to anyone parking on a Development Plot or Future Development Plot, and to any Owner of a Development Plot or Future Development Plot permitting such activity on its Plot without the Consent of the Community Management Company.
- (f) The Owner of each Development Plot or Future Development Plot is responsible for placing hoarding around its Development Plot or Future Development Plot in accordance with the Master Community Regulations and the requirements of the Community Management Company, which may include a requirement to use specific hoarding nominated by the Community Management Company that promotes the Master Community. No advertising is permitted on any hoarding except with the prior written Consent of the Community Management Company.
- (g) The Owner of each Development Plot or Future Development Plot indemnifies and holds harmless the Master Developer and the Community Management Company (and other Owners) for all Losses arising directly or indirectly from any failure by the Owner of the Development Plot or Future Development Plot to strictly comply with its obligations under to this **clause 12.2**.

12.3 **Determination of Future Master Community Common Facilities**

- (a) The Master Developer may vary the location and type of the Master Community Common Facilities within or servicing a Development Plot or Future Development Plot to better reflect the nature and extent of the development of such Property, or for the benefit of the Master Community.
- (b) The Master Developer may in its absolute discretion, and without claim or objection by the Owners or Occupiers, from time to time designate areas within the Master Developer Retained Areas as Master Community Common Facilities that are made available for the use of the Owners, Occupiers, Invitees and members of the public, on either a temporary or permanent basis, and upon redevelopment of any Master Developer Retained Area create and designate any future Master Community Common Facilities in its absolute discretion.
- (c) The Master Developer shall do all things reasonably necessary to amend the Master Community Common Facilities Plan to reflect the change in the Master Community Common Facilities under this **clause 12.3** to the fullest extent permitted under Applicable Laws, at the sole cost of the party that has caused such change.

12.4 **Allocation of Master Community Expenses**

Subject to Applicable Laws and the requirements of RERA, the Master Developer may vary the Master Community Expenses to better reflect the use of the Master Community Common Facilities by the respective Owners including, for the avoidance of doubt, allocating a reduced Weighted Proportion to a Development Plot or Future Development Plot (or certain classes of Development Plots or Future Development Plot) and, in the case of Development Plots or Future Development Plot not utilising any Master Community Common Facilities, refrain from raising Master Community Service Charges against such Development Plots or Future Development Plots.

12.5 **Alteration to Plot Boundaries**

- (a) No Owner (including an Owner of a Development Plot or Future Development Plot) shall be entitled at any time to alter its boundary for any reason without the Consent of the Master Developer.
- (b) Nothing contained in **clause 12.5(a)** shall prevent the Master Developer from varying the boundaries of the Master Community and excising any Development Plot or Future Development Plot from the Master Community in the event that such undeveloped areas once developed will not significantly draw on the resources of the Master Community.

13 **Alterations and Improvements**

13.1 **Design Control Regulations**

The Master Developer may issue the Development Control Regulations to control and administer all development within the Master Community and all Owners and Occupiers must comply with the Development Control Regulations to the extent that such regulations apply to them and their Property. The Community Management Company (by delegated authority from the Master Developer) may exercise control and supervisory oversight in respect of all design submittals and Development Control Regulations matters within the Master Community and ensure coordination and integration of design approvals and construction activities within the Master Community.

13.2 **Construction of Improvements and Alterations**

Each Owner shall carry out any Works, Improvements and Alterations in accordance with:

- (a) the Master Community Plan and Development Control Regulations (if any) and any other requirements of the Master Developer; and
- (b) the planning and building control regulations of the Relevant Authorities from time to time.

13.3 **Inspections**

- (a) The Master Developer may (but is not obliged to) inspect any building Works from time to time to ensure that such Works are being undertaken in accordance with **clause 13.2**.
- (b) If requested by the Master Developer and/or Community Management Company, the Owner must promptly after completion of the construction of its Improvements or Alterations on its Property, provide to the Master Developer and/or Community Management Company a full set of “as-built”

plans and specifications (together with such other plans and specifications as required by the Master Developer and/or Community Management Company) in the format reasonably requested by the Master Developer.

(c) The Master Developer and/or Community Management Company shall have the right to require the cessation of any building Works which are not being undertaken in accordance with **clause 13.2** and the Owners and Occupiers shall promptly rectify any breaches or non-compliance notified by the Master Developer.

13.4 Changes to the Permitted Use and Permitted Use Allocations

(a) Each Property in the Master Community has a designated:

- (i) Permitted Use; and
- (ii) Permitted Use Allocation (including use and load allocation including permitted power load, utility allocations, maximum height, vehicle trips and Maximum Permitted GFA); which are determined by the Master Developer and Relevant Authorities, in accordance with the Master Community Plan. When constructing a Property, or undertaking any Improvements or Alterations to a Property, the Owner may not exceed the Permitted Use Allocations without the prior Consent of the Master Developer.

(b) Should the Master Developer Consent to any increase to the Permitted Use Allocations, the Master Developer may grant such Consent subject to such conditions as it so determines appropriate in its sole discretion including charging the Owner an amount payable to the Master Developer in respect of the increase in the Permitted Use Allocations, at such rate as determined by the Master Developer from time to time.

(c) Any amounts (including any fees for changes in development controls, zoning, planning, certification fees and health and safety) received by the Master Developer in respect of the increase in the Permitted Use Allocations of a Property under **clause 13.4(a)** shall be received by the Master Developer in its personal commercial capacity and shall not be considered to be revenue of the Master Community or be used to off-set any Master Community Service Charges.

Part E Subdivision within the Master Community

14 Subdivision of the Master Community

14.1 Registration of Properties

(a) As at the date this Master Community Declaration takes effect, the Master Community comprises the Properties, the Master Community Common Facilities and the Master Developer Retained Areas.

(b) The Master Developer may, at its election, maintain a register of all Properties and their respective Owners and Occupiers which may be amended from time to time to reflect any changes to a Property that are Consented to in accordance with this Master Community Declaration.

14.2 Land Subdivision and Amalgamation of Plots

(a) The Master Developer will determine the boundaries of the Plots and the Master Community Common Facilities in its sole discretion.

(b) Subject to **clause 14.3**, a Plot may be Subdivided into two (2) or more Plots and two (2) or more Plots may be amalgamated to form one (or more) further Plots with the Consent of the Master Developer, and following such Consent the Owners shall promptly execute (and/or produce) all documentation necessary to give effect to such Subdivision and/or amalgamation.

(c) Upon Registration of the plan to give effect to a Subdivision or amalgamation of a Plot, the owner (or owners) of the newly created Plot (or Plots) shall become the Owner (or Owners).

14.3 Subdivision of Properties in accordance with the JOP Law

(a) A Property that contains multiple ownership must be Subdivided by the Developer of the Property in accordance with the JOP Law and the requirements of the Master Developer, and the Relevant Authorities, including RERA.

- (b) The requirements of the Master Developer that must be satisfied by the Developer to obtain the Master Developer's Consent to a Subdivision will depend upon the nature of the proposed Subdivision, the intended uses and ownership structure of the Subdivided Property.
- (c) The Master Developer's Consent to a Subdivision shall be subject to the requirements of the Development Control Regulations including, without limitation:
 - (i) the Property being of sufficient size to accommodate further Subdivision in accordance with the Development Control Regulations;
 - (ii) the plans and specifications for Improvements or Alterations required to undertake such Subdivision are acceptable to the Master Developer;
 - (iii) the Owner has paid all fees and charges applicable to the Subdivision application, in full, in advance;
 - (iv) the Owner fully complies with the requirements under all Applicable Laws;
 - (v) the Owner is not a Defaulting Owner at the time of requesting the Consent; and
 - (vi) the proposed Governance Documents for the Subdivided Property reflect the principles set out in this Master Community Declaration and Applicable Laws (including the JOP Law).
- (d) The Owners must prepare and execute all documentation necessary to give effect to any Subdivision and, if required by the Master Developer, promptly submit the same to the Master Developer.
- (e) The Subdivision of a Property will not result in a reduction in the aggregate Master Community Service Charges allocated to such Subdivided Property.
- (f) The Community Management Company may elect to send invoices for the Master Community Service Charges to either the Building Manager on behalf of all Unit Owners within the Subdivided Property or to Unit Owners directly. Notwithstanding the Community Management Company's elected method of collection, the Unit Owners are jointly and severally liable for the payment of such Master Community Service Charges raised against the Subdivided Property and the Community Management Company may elect to recover outstanding Master Community Service Charges from the Unit Owners individually or collectively as it so determines from time to time.
- (g) Where a Building Manager has not been appointed in respect of a Subdivided Property, the developer of such Property shall remain responsible for the payment of the Master Community Service Charges.

14.4 Common Boundary Walls and Fencing

- (a) Owners with a common boundary with an adjoining Property shall be equally responsible for the maintenance and repair of any common boundary wall and fences between such Properties (including any foundations, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) and shall do so to the same type and standard as the original boundary wall or fence constructed between the Property. The cost of any such repair and maintenance shall be contributed equally by the adjoining Owners unless any such repair arises as a result of damage by one of the Owners, in which case the entire cost of repair shall be met by that Owner.
- (b) All Owners shall provide such rights of access that are reasonably required to each other for the purpose of compliance with this **clause 14.4** and shall be liable to compensate any other party on an indemnity basis for all Losses, including consequential loss, that they may sustain as a result of denial of such access or non-compliance with this **clause 14.4** generally.
- (c) Where an Owner with a common boundary wants to compel an adjoining Owner to assist in repairing a common boundary wall or fence (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) and such repairs are reasonably required, the Owner shall provide one (1) month's written notice to the adjoining Owner requiring assistance in this regard, unless in the case of an emergency, where no such notice will be required. Where the adjoining Owner does not provide its assistance, the Owner may, with the prior Consent of the Community Management Company, undertake the

repairs and demand and recover from the adjoining Owner on whom the notice has been served, half of the costs of repairing the common boundary wall or fence.

(d) In the event that an Owner fails to maintain and repair any boundary walls or fences between an Owner's Property and the Master Community Common Facilities, the Community Management Company may undertake such Works at the cost of such Defaulting Owner, which shall be liable to compensate the Community Management Company on an indemnity basis for all Losses, including consequential loss, that it may sustain as a result of denial of such access or non-compliance with this **clause 14.4(d)** generally.

14.5 Common Areas

(a) Subject to the provisions of this Master Community Declaration and the applicable Governance Documents, all Common Areas within a Subdivided Property may only be used by the Owners and the Occupiers (and their Invitees) for their permitted purpose approved by the Master Developer and the Relevant Authorities.

(b) The respective Building Manager and the Master Developer may temporarily or permanently restrict all or any Owners and their Occupiers (and their Invitees) access to designated Common Areas in the case of an emergency or in order to carry out Works, provided always, in respect of any permanent restriction, such restriction does not substantially and detrimentally affect the use and enjoyment of their Property by the respective Owners or Occupiers (or their Invitees) and provided such restriction does not prevent access to their Property or the Master Community Common Facilities.

Part F Master Community Common Facilities

15 Designation of Master Community Common Facilities

15.1 Master Community Common Facilities

(a) There are a number of Master Community Common Facilities within the Master Community that are used in common by Owners and Occupiers (and in many cases by Invitees and members of the public). As at the date this Master Community Declaration takes effect, the Master Community Common Facilities include (or shall following their construction include) those areas and facilities depicted on the Master Community Common Facilities Plans.

(b) For the avoidance of doubt, the Master Community Common Facilities (save where they have been Dedicated to a Relevant Authority or Utility Service Provider) may include the following:

- (i) the Community Roads;
- (ii) the Landscaped Areas;
- (iii) parts or consumables used in the Operation of the Master Community Common Facilities;
- (iv) the Infrastructure, utility tunnels, pipes, wires, cables, ducts which are connected to or form part of a Master Community Common Facility (excluding any of those items which are located within and exclusively service a Property which may, at the election of the Master Developer, form part of such Property); and
- (v) any other facility or area that the Master Developer determines to be designated as a Master Community Common Facility from time to time;

but excluding the Master Developer Retained Areas, areas within a Property and any other area or facility that exclusively services a Property which may form part of such Property (or be deemed to form part of such Property), as determined by the Master Developer from time to time.

15.2 Community Commercialisation of Master Community Common Facilities

(a) The Master Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, commercialise any areas and facilities within the Master Community Common Facilities for the benefit of the Master Community where the Master Developer considers such commercialisation is in the best interest of the Master Community.

(b) All costs and expenses incurred by the Master Developer in commercialising the Master Community Common Facilities for the benefit of the Master Community shall form part of the Master Community Expenses, and any revenue generated from such commercialisation shall belong to the Master Community and, subject to Applicable Laws and the requirements of RERA, utilised by the Master Developer to off-set Master Community Expenses, as the Master Developer so determines in its absolute discretion.

15.3 **Master Developer Commercialisation of Master Community Common Facilities**

(a) In addition to the Master Developer's right to commercialise any areas and facilities within the Master Community Common Facilities for the benefit of the Master Community under **clause 15.2**, the Master Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, commercialise any areas and facilities within the Master Community Common Facilities in its private commercial capacity (and not for the benefit of the Master Community).

(b) In the event the Master Developer utilises, Operates or leases any areas and facilities within the Master Community Common Facilities in its private capacity (and not for the benefit of the Master Community), any profit generated by the Master Developer from such use, Operation or leasing shall be shared by the Master Developer with the Master Community (after reimbursement of any capital costs incurred by the Master Developer in developing such area to enable its use, Operation or lease, and after the deduction of any Operating costs incurred by the Master Developer in respect of such use, Operation or leasing activity) in such proportions as approved by RERA.

15.4 **Assets Register, Maintenance Schedules and Condition Reports**

The Master Developer shall procure the preparation of an asset register for all Assets that have been installed in the Master Community Common Facilities. The Master Developer shall also procure the preparation of maintenance schedules for all Assets and condition reports for all Assets from time to time to assess and monitor their state of repair and assist in the preparation of the Reserve Fund Forecast, the cost of which is a Master Community Expense.

15.5 **Ownership of Master Community Common Facilities**

Unless otherwise Dedicated to a Relevant Authority or Utility Service Provider, the Master Community Common Facilities are owned by the Master Developer in its capacity as custodian of the Master Community subject to the provisions of this Master Community Declaration.

15.6 **Disposal**

(a) The Master Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, Dedicate, Dispose or Lease the whole or any part of the Master Community Common Facilities to any Relevant Authority or third party at any time without the need for the Consent of any Owner, provided always that the transferee or lessee of such Master Community Common Facilities shall be bound by this Master Community Declaration with respect to the Operation and availability of such facilities.

(b) In the event the Master Developer Dedicates, Disposes or Leases the whole or any part of the Master Community Common Facilities for the benefit of the Master Community, the provisions of **clause 15.2** shall apply with respect to any costs, expenses and revenue thereto.

(c) In the event the Master Developer Dedicates, Disposes or Leases the whole or any part of the Master Community Common Facilities in its private capacity (and not for the benefit of the Master Community), the provisions of **clause 15.3** shall apply with respect to any costs, expenses and revenue thereto.

(d) The Master Developer need not furnish notice of such Dedication, Disposal or Lease to the Owners and all Owners automatically and expressly Consent to any such Dedication, Disposal or Lease. The Master Developer shall ensure that any Disposal of a Master Community Common Facility will not affect the overall service quality of, or availability of, facilities within the Master Community.

15.7 **Use of Master Community Common Facilities**

(a) Subject to the provisions contained in this Master Community Declaration, the Master Community Common Facilities may be used by the designated Benefiting Owners (and their

Occupiers and Invitees) only for their intended purpose and in accordance with this Master Community Declaration.

(b) The Master Developer shall determine in its sole discretion which Master Community Common Facilities shall be made available for use by the public and no Owner or Occupier shall raise any objection or claim for compensation or Losses in respect of such designation or public use.

15.8 **Master Developer may Grant Exclusive Use Rights**

(a) The Master Developer may from time to time, in its absolute discretion, and without claim or objection by the Owners or Occupiers, grant to an Owner (or Owners) the exclusive use of designated Master Community Common Facilities either temporarily or permanently provided always that such grant of exclusive use does not unreasonably affect other Owners' use and enjoyment of such facilities.

(b) Any exclusive use rights granted in accordance with **clause 15.8(a)** may be granted subject to such conditions as the Master Developer considers appropriate, including the obligation on the Owner to undertake the Operation of the designated area or facility at the Owner's sole cost.

15.9 **Access to Master Community Common Facilities**

(a) Owners and Occupiers must:

- (i) not restrict or seek to restrict any other Owner's or Occupier's (or their Invitees') right of use of or access to Master Community Common Facilities under this Master Community Declaration;
- (ii) keep free and unobstructed all Master Community Common Facilities at all times and shall not place or store any items or personal items on the Master Community Common Facilities;
- (iii) allow other Owners, Occupiers and members of the public to pass over or through any Public Access Easement within their Property to access Master Community Common Facilities; and
- (iv) comply with the directions of the Master Developer (including the Community Management Company and all their appointed Suppliers) in relation to the use of the Master Community Common Facilities.

(b) The Master Developer may temporarily or permanently restrict all or any Owners' and Occupiers' (and their Invitees') access to designated Master Community Common Facilities from time to time to Operate such areas or if it consider that such restricted access is in the best interest of the Master Community.

15.10 **Operation of Master Community Common Facilities**

(a) The Master Community Common Facilities shall be Operated in accordance with the quality standards as determined by the Master Developer given the nature of the Master Community and only Suppliers licensed by the Relevant Authorities and approved by the Community Management Company may undertake any Operation work to them.

(b) The Community Management Company shall be responsible for arranging, supervising and monitoring the Operation of the Master Community Common Facilities unless any facility is formally Dedicated to a Relevant Authority or Utility Service Provider.

(c) Subject to **clause 15.10(d)**, the cost of Operating Master Community Common Facilities shall be a Master Community Expense.

(d) If any repair of a Master Community Common Facility is required as a result of the negligence of an Owner (or its Occupier or Invitee) or the use, other than for the usual or permitted use, by an Owner (or its Occupier or Invitee), the full costs of the Master Developer undertaking such repair of the Master Community Common Facilities shall be payable by the Defaulting Owner (and/or the defaulting Occupier or Invitee) which shall be evaluated and charged by the Master Developer.

15.11 **Damage to Master Community Common Facilities**

An Owner or Occupier must not, without the Consent of the Master Developer:

- (a) interfere with the Operation of the Master Community Common Facilities;
- (b) use a part of the Master Community Common Facilities for private use; and/or

- (c) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the Master Community Common Facilities.

15.12 **Refurbishment and Redevelopment**

- (a) The Community Management Company shall, as part of the Budget preparation process for each Operating Year, consider the state of the whole of the Master Community Common Facilities (as constructed at such time). If the Master Developer decides to carry out Upgrading or Redevelopment Works to the Master Community Common Facilities, it will engage suitable Suppliers to prepare detailed plans for the Upgrading or Redevelopment Works, including costing and funding arrangements of such works.
- (b) If the Master Developer resolves to implement the detailed plans under this **clause 15.12**, the Master Developer shall arrange for the obtaining of any approvals required by the Relevant Authorities for the undertaking and completing of the Upgrading or Redevelopment Works and engage Suppliers as necessary to complete such Works. The cost of all Upgrading or Redevelopment Works shall be a Reserve Fund Expense payable from the Reserve Fund, or to the extent the Reserve Fund is not sufficient to pay for such Upgrading or Redevelopment Works, shall be payable by the Owners by way of Master Community Service Charges or Special Master Community Charges as determined by the Master Developer.
- (c) The Master Developer may at any time Redevelop any Master Community Common Facility to increase the utility of a Master Community Common Facility or appropriate benefit to the Owners and Occupiers or the Master Community more generally.
- (d) In the event that the Master Developer elects to Redevelop any Master Community Common Facility:
 - (i) the provisions of **clause 15.2** will apply to the commercialisation of any Redeveloped Master Community Common Facilities that are for the benefit of the Master Community; and
 - (ii) the provisions of **clause 15.3** will apply to the commercialisation of any Redeveloped Master Community Common Facilities that are for the benefit of the Master Developer in its private commercial capacity (and not for the benefit of the Master Community).

15.13 **Capital Repair and Maintenance (Reserve Fund)**

- (a) The Community Management Company shall, at intervals as determined appropriate by the Community Management Company, prepare or procure the preparation of a Reserve Fund Forecast to determine the amount that needs to be raised and held in the Reserve Fund for such capital repair and replacement.
- (b) The Community Management Company shall review the Reserve Fund Forecast from time to time at intervals as determined appropriate by the Community Management Company to determine whether the Reserve Fund Forecast remains relevant, whether any adjustments to the Master Community Service Charges are necessary to ensure that there are sufficient funds in the Reserve Fund to pay for the capital repair and replacement of the Master Community Common Facilities and whether it is necessary to commission a further Reserve Fund Forecast.
- (c) The funds deposited into the Reserve Fund shall be maintained in a segregated bank account by the Community Management Company and shall be identified as a separate budget line item in the Master Community Service Charges.

15.14 **Emergency Repairs**

- (a) Each Owner expressly authorises the Master Developer to undertake (and engage any Supplier to undertake) any Emergency Repairs to the Master Community Common Facilities and any Emergency Repairs to its Property.
- (b) The costs of the Master Developer undertaking any Emergency Repairs shall be payable by the Owner whose Property required the repair unless:
 - (i) the Emergency Repairs are in respect of the Master Community Common Facilities whereby, subject to **clause 15.14(c)**, the cost of the Emergency Repairs shall be a Master Community Expense; or

- (ii) the Emergency Repairs are in respect of damage caused to a Property as a result of damage to or failure of a Master Community Common Facility whereby, subject to **clause 15.14(c)**, the cost of the Emergency Repairs shall be a Master Community Expense.
- (c) If the Emergency Repairs are required as a result of the negligence of an Owner (or its Occupier or Invitee) or the use, other than for the usual or permitted use, by an Owner (or its Occupier or Invitee), the costs of the Master Developer undertaking any Emergency Repairs shall be payable by the Defaulting Owner.
- (d) For the purpose of this **clause 15.14**, a reference to the damage to a Property is a reference only to any building structure within the Property and does not include a reference to the Owners' (or their Occupiers' or Invitees') contents and personal or movable items, which must be adequately insured by each relevant Owner (and/or Occupier and invitee) and for which it shall be solely responsible to adequately insure.

16 Master Developer Retained Areas

- (a) The Master Developer reserves the right (for and on behalf of itself and any of its Affiliates) to construct and maintain Commercial Facilities and other amenities within the Master Developer Retained Areas in its absolute discretion, and without claim or objection by the Owners or Occupiers, subject to the requirements of the Relevant Authorities.
- (b) The Master Developer may make such Commercial Facilities and other amenities available to Owners and Occupiers (and the general public) free of charge or upon payment of charges or membership fees and upon such terms and conditions as imposed by the Master Developer from time to time.
- (c) All costs and expenses incurred and revenues derived in relation to the Operation of the Commercial Facilities are the sole responsibility of, and are for the exclusive benefit of, the Master Developer, or its relevant Affiliate acting in a private capacity and shall in no way be applied towards or against the Master Community Expenses.

17 Community Roads

- (a) The Master Community Road Network (unless Dedicated to a Relevant Authority) comprises the Community Roads which form part of the Master Community Common Facilities as determined by the Master Developer from time to time.
- (b) In relation to all traffic and access related issues within the Master Community, the Owners and Occupiers shall comply with this Master Community Declaration and the directions of the Relevant Authorities and the Master Developer (and any nominated Supplier appointed to Operate the relevant parts of the Master Community Road Network). The Master Developer may temporarily or permanently restrict all or any Owners' and Occupiers' (and their Invitees') access to designated Community Roads from time to time to Operate such areas or if it considers that such restricted access is in the best interest of the Master Community.
- (c) All costs incurred by the Master Developer in Operating the Master Community Road Network is a Master Community Expense including any costs incurred by the Master Developer in providing any additional or supplementary services (such as landscaping and general cleaning and maintenance).
- (d) To the extent that the Master Developer is responsible for managing the Operation of any command and control centre and/or the traffic management systems within the Master Community, the cost of Operating such systems is a Master Community Expense.
- (e) Where there are any service roads, sikkas or pedestrian accessways, the Master Developer shall Operate such areas for the mutual benefit of the Benefitting Owners and at the shared cost of the Benefitting Owners.

18 Master Community Core Services

- (a) To enable the efficient and effective Operation of the Master Community, the Community Management Company may from time to time, by written notice to the Owners, designate Master Community Core Services that are required to be provided in an integrated manner to the Master Community as a whole (including the Master Community Common Facilities and the Properties) by the Community Management Company or the same Supplier or Suppliers nominated by the Community Management Company. Examples of services that may be designated as Master

Community Core Services include security, civil defence (including fire, life and safety), traffic control, pest control, landscaping, insurance and facility management services.

- (b) In respect of any Master Community Core Service provided to the Master Community, the Owners shall engage the Supplier (or Suppliers) nominated by the Community Management Company.
- (c) At the end of each Operating Year, the Community Management Company shall nominate the Suppliers to be engaged to provide Master Community Core Services, if any, for the following Operating Year.

18.2 Security in the Master Community

- (a) For all security related issues within the Master Community, the Owners and Occupiers shall strictly comply with
 - (i) all Applicable Laws and the requirements of the Relevant Authorities; and
 - (ii) this MCD and the directions of the Master Developer and Community Management Company (as applicable), and their nominated Supplier appointed to provide security services within the Master Community.
- (b) Owners shall:
 - (i) install within their Property all such security systems and CCTV as required under Applicable Laws and the requirements of the Relevant Authorities (and Community Management Company); and
 - (ii) not object to the installation, operation and monitoring of security systems and CCTV installed in the Master Community by the Master Developer.
- (c) The Master Developer may designate security within the Master Community as a Master Community Core Service, requiring all Owners to appoint the Master Developer or its nominated Supplier(s) to provide security services within the Master Community in an integrated manner, including security services to the individual Properties.
- (d) If the Master Developer designates security within the Master Community as a Master Community Core Service and an Owner identifies the need for additional security for its Property, it shall obtain the approval of the Master Developer for the additional security measures to be implemented. If approval is given, the additional security measures will be controlled and operated by the Supplier appointed (or approved) to provide security services within the Master Community and the additional associated costs will be borne by the applicant Owner.
- (e) The gatehouses, barriers and associated security equipment located throughout the Master Community form part of the Master Community Common Facilities and shall be Operated by the Master Developer.

19 Easements and Rights of Access

19.1 Easements and Covenants in favour of Owners and Occupiers

- (a) A Benefiting Owner (and its Occupiers and Invitees) shall have the right and non-exclusive easement of use, access and enjoyment in and to the Master Community Common Facilities for which it is a Benefiting Owner, subject to its due observance and performance of the provisions of this Master Community Declaration (including the payment provisions) and the Master Community Regulations.
- (b) In particular, but without prejudice to the generality of the foregoing **clause 19.1(a)**, the following rights are granted to each Benefiting Owner (and its Occupiers and Invitees):
 - (i) full right and liberty at all times by day or by night to go, pass and re-pass over and along the roads and pathways and Public Access Easements within the Master Community Common Facilities for which it is a Benefiting Owner and to use the open areas of the Master Community Common Facilities for their intended purpose;
 - (ii) free and uninterrupted passage and running of all Utility Services to its Property through, over and under Master Community Utility Infrastructure as 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;

- (iii) where applicable, if the entrances, driveways, parking areas, private access ways to a Property are shared, reciprocal appurtenant easements of right of way shall be created for the benefit of the Owner, the Master Developer and all other Owners to which such entrance, driveways, laneways, parking areas, private access ways are appurtenant. The Owners to which such easements are appurtenant (and their Occupiers, Invitees and authorised Suppliers) shall have the right at all times by day or by night to go, pass and re-pass on, over, through and along such entrances, driveways, laneways, parking areas, private access ways for the purposes of ordinary access, ingress, egress and parking. This easement is subject to such reasonable security arrangements and regulations as may be imposed by the Owner responsible for such entrance, driveway, laneway, parking area and private access ways from time to time;
- (iv) where there are any service roads across multiple Properties, the Owners of each Property which contains part of the service road each agree that the Master Developer may Operate such service road for the mutual benefit of each such Property Owner and at the shared cost of each such Property Owner;
- (v) the right to subjacent and lateral support in respect of each Property, the Master Community Common Facilities or any part thereof, from each Property or part thereof capable of providing support.
- (c) Where applicable, if any of the buildings and parking areas in the Master Community adjoin and share a common access, each of the relevant Owners agree that there shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any encroachment between the Properties and appurtenant properties so affected, with no compensation for such right of use being payable.
- (d) A non-exclusive easement of access, ingress and egress shall be created in favour of the Master Developer and the general public in relation to each Public Access Easement, which the relevant Owner must keep open to the general public during such hours as determined by the Master Developer from time to time (and, if possible under Applicable Laws, such easement shall be Registered against the title to such Building by the Master Developer).
- (e) The Master Developer shall also have:
 - (i) full rights (but not the obligation) of access to a Property 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 the Master Community Common Facilities or the Master Developer Retained Areas; and
 - (ii) the right of unimpeded access to provide emergency services and/or Emergency Repairs.
- (f) The operation of Article 1364 of the Civil Code shall be excluded in relation to this Master Community Declaration.

19.2 Minor Encroachments

Each Owner Consents to any Minor Projections or Encroachments from the Master Community Common Facilities and the Master Developer Retained Areas over the boundary of its Property.

19.3 Benefit of Easements and Covenants

- (a) Each Property shall be held, owned, Disposed, Leased, occupied, Operated and used, subject to such easements or restrictions contained in this Master Community Declaration or as imposed by any Relevant Authority (including Public Access Easements), 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, Mortgagees in possession 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 Property.
- (b) Each of the obligations, easements or restrictions reserved or granted in this Master Community Declaration (including Public Access Easements) shall exist in perpetuity and shall be appurtenant to the land comprising the Master Community Common Facilities, the Master Developer Retained Areas and such other Property as so determined by the Master Developer from time to time.

19.4 **Indemnity**

All Owners shall provide such rights of access and passage as are reasonably required to the Master Developer or each other for the purpose of compliance with this Master Community Declaration and shall be liable to compensate the Master Developer or any other party on an indemnity basis for all Losses, including consequential loss, that they may sustain as a result of any denial of such rights.

Part G **Provision and Use of Infrastructure and Utilities**

20 **Delivery and Use of Utility Services**

20.1 **Supply of Utility Services**

Each Owner shall be responsible for the cost of Utility Services (including both consumption and connection charges thereto) provided to its Property and shall promptly pay the Utility Services Providers for such services in accordance with the requirements of the respective Utility Services Providers.

20.2 **Access to the Master Community Utility Infrastructure**

Owners and Occupiers must ensure that reasonable access to the Master Community Utility Infrastructure through their Property (if any) is made available to the Master Developer, the Community Management Company and the Utility Service Providers (or their respective nominated Suppliers) to enable the reading of meters and the servicing of the Master Community Utility Infrastructure and no Owner or Occupier may obstruct or prevent access to such Master Community Utility Infrastructure at any time.

20.3 **Ownership of the Master Community Utility Infrastructure**

- (a) To the extent that the ownership of any Master Community Utility Infrastructure has not been Dedicated or otherwise transferred or Disposed of to a Relevant Authority or Utility Service Provider (with or without the land upon which such Master Community Utility Infrastructure is located) such Master Community Utility Infrastructure is owned by the Master Developer as a Master Developer Retained Area and shall not form part of the Master Community Common Facilities or Properties notwithstanding such services may be located within the Master Community Common Facilities or a Property (including above or below ground level).
- (b) The provision of the Master Community Utility Infrastructure specified in **clause 20.3(a)** is to the benefit of all Owners and Occupiers, and the Utility Service Providers shall be granted such rights as may be necessary by the Owners and Occupiers to enable the Master Community Utility Infrastructure to be located within a Property and readily accessed by the Master Developer and the Utility Service Providers from time to time.
- (c) No fee shall be payable by the Master Developer or any Utility Service Providers in consideration for the rights granted pursuant to **clause 20.3(b)** and the Master Developer and Utility Service Providers will not be required to contribute to any costs of Utility Services that may service the areas in which the Utility Infrastructure is located nor liable to pay any Master Community Service Charges or other contributions whatsoever towards Master Community Expenses in respect of the Master Developer Retained Areas in which such Master Community Utility Infrastructure is located.

20.4 **Disconnection of Supply**

Subject to all Applicable Laws, the Master Developer and/or the Utility Service Providers may disconnect the supply of Utility Services to a Property (or any part thereof) if the Owner has not paid any amounts due and payable under this Master Community Declaration, including the Master Community Service Charges to the Master Developer and/or the Utility Service Providers' costs for Utility Services when due and payable.

20.5 **Other Utility Services**

To the extent that the Master Developer specifies any other suppliers of Utility Services for the Master Community, the Owners shall obtain such Utility Services from such nominated Utility Service Providers.

20.6 **Exclusive Services**

An Owner has the right to the exclusive use and enjoyment of any Exclusive Services notwithstanding that such service may be located in and form part of the Master Community Common Facilities and the Owner is solely responsible for the cost of the on-going Operation, repair and maintenance of such Exclusive Services.

21 **Water, Waste, Energy and any Environmental Management Conditions**

21.1 **Environmental Management Conditions**

- (a) The Owners must comply with this Master Community Declaration and all Applicable Laws and the requirements of any Relevant Authority, and the Master Developer with respect to any water, waste, energy and environmental management conditions.
- (b) The Master Developer and the Owners and Occupiers shall comply with any requirements of the Relevant Authorities to maintain any environmental rating applicable to the Master Community as set out in the Development Control Regulations (or any part thereof) from time to time whether or not such requirements are mandatory or advisory under Applicable Laws.
- (c) The Owners must comply with the Construction Regulations including waste management provisions and only utilise waste management Suppliers nominated by the Master Developer and be responsible for all costs (including construction waste collection and disposal).
- (d) All Owners and Occupiers must use the waste management Suppliers nominated by the Master Developer for building waste (collection and disposal) and be responsible for such costs. All waste management costs in respect of the Master Community Common Facility (including collection and disposal) shall be a Master Community Expense and included in the Master Community Service Charges.

Part H
DAC Shared Infrastructure and Utility Services

22 **Delivery and Use of DAC Shared Infrastructure and Utility Services**

22.1 **DAC Shared Infrastructure and Shared Utility Services**

Each Owner acknowledges and agrees that:

- (a) DAC Shared Infrastructure and Utility Services may service and provide amenity to both the Master Community and the other districts within Dubai Aviation City;
- (b) to the extent that ownership of any DAC Shared Infrastructure and Utility Services (including such Infrastructure and Utility Services which may be located within the boundaries of the Master Community) is not owned by Dubai Aviation City Corporation and has not been Dedicated or otherwise transferred or Disposed of to a Relevant Authority or Utility Service Provider (with or without the land upon which such DAC Shared Infrastructure and Utility Services is located) the Master Developer (or its Affiliate) owns and will Operate the DAC Shared Infrastructure and Utility Services;
- (c) the Master Developer (in its capacity as owner of the DAC Shared Infrastructure and Utility Services) may enter into a DAC Shared Infrastructure and Utility Services Agreement with the Community Management Company (as representative of the Owners within the Master Community) under which the Master Developer may make certain DAC Shared Infrastructure and Utility Services available to the Master Community (and if applicable, the individual Properties);
- (d) the Owners in the Master Community are collectively responsible for paying their proportional share of the cost of Operating the DAC Shared Infrastructure and Utility Services that service or provide amenity to the Master Community Common Facilities, the cost of which will be a Master Community Expense and included within the Master Community Service Charges;
- (e) each Owner shall be individually responsible for the cost of any DAC Shared Infrastructure and Utility Services that are provided directly to its Property (including both consumption and connection charges thereto) and shall promptly pay the Community Management Company for such services in accordance with the requirements of the Community Management Company; and

(f) subject to all Applicable Laws, the Master Developer and the Community Management Company may disconnect the supply of DAC Shared Infrastructure and Utility Services to a Property (or any part thereof) if the Owner has not paid any amounts due and payable under this Master Community Declaration.

22.2 Access to the DAC Shared Infrastructure and Utility Services

- (a) To the extent that any DAC Shared Infrastructure and Utility Services are located within the boundaries of a Property, the Owners of such Property must ensure that reasonable access to such infrastructure and utility services is made available to the Master Developer and the Community Management Company (or their nominated Suppliers) to enable the reading of meters and the servicing of the DAC Shared Infrastructure and Utility Services and no Owner or Occupier may obstruct or prevent such access at any time.
- (b) The provision of the DAC Shared Infrastructure and Utility Services specified in **clause 22.2(a)** is to the benefit of all Owners and Occupiers, and the Master Developer and the Community Management Company (and their nominated Suppliers) are granted such rights as necessary by each Owner to enable such DAC Shared Infrastructure and Utility Services located within its Property to be accessed and Operated.
- (c) No fee shall be payable by the Master Developer or the Community Management Company (or their nominated Suppliers) in consideration for the rights granted pursuant to **clause 22.2(b)** and the Master Developer and the Community Management Company will not be required to contribute to any costs of Operating the areas in which the DAC Shared Infrastructure and Utility Services are located nor liable to pay any Master Community Service Charges or other contributions whatsoever towards Master Community Expenses in respect of such areas.

23 District Cooling and Gas Services

23.1 Delivery and Use of District Cooling and Gas Services

Each Owner acknowledges and agrees that:

- (a) there is a District Cooling and Gas Network (some of which may be located within the boundaries of the Master Community) which is owned and/or operated by the District Cooling and Gas Provider;
- (b) District Cooling and Gas is (or is intended to be) supplied to parts of the Master Community by the District Cooling and Gas Provider as a commercial operation;
- (c) the District Cooling and Gas Provider has the exclusive right to provide District Cooling and Gas to the Master Community (including all Properties with the Master Community) and the other districts within Dubai Aviation City;
- (d) each Owner whose Property is in a location that is serviced by the District Cooling and Gas Network shall connect and utilise the District Cooling and Gas Network provided by the District Cooling and Gas Provider (once such services are made available) and shall not use any other means of air-conditioning or gas within their Property in any other manner unless approved by the Master Developer (whose approval may be withheld in its absolute discretion);
- (e) the District Cooling and Gas Provider (in its capacity as owner and/or operator of the District Cooling and Gas Network) has been granted exclusive concession rights by the Master Developer under which the District Cooling and Gas Provider will exclusively supply District Cooling and Gas to the Master Community (and where applicable, the individual Properties serviced by the District Cooling and Gas Network);
- (f) in the event District Cooling and/or Gas is provided to any Master Community Common Facilities, the Owners in the Master Community are collectively responsible for paying their proportional share of the cost of Operating the District Cooling and Gas Network and providing District Cooling and Gas to the Master Community Common Facilities (including any applicable capacity charge) is a Master Community Expense and will be included within the Master Community Service Charges;
- (g) each Owner shall be individually responsible for the cost of any District Cooling and Gas that is provided directly to its Property (including both consumption and connection charges thereto) and shall promptly pay the District Cooling and Gas Provider for such services in accordance with the requirements of the District Cooling and Gas Provider;

- (h) Owners and Occupiers (including Building Managers) whose Properties are designated to receive District Cooling and Gas are required:
 - (i) to connect to the District Cooling and/or Gas Network; and
 - (ii) to enter into end-user agreements with respect to the provision of District Cooling and Gas to their respective the Property with a billing agent nominated or approved by the District Cooling and Gas Provider in the form required by the District Cooling and Gas Provider; and
 - (i) subject to all Applicable Laws the District Cooling and Gas Provider may disconnect the supply of District Cooling and Gas to a Property (or any part thereof) if:
 - (i) the Owner has not paid any amounts due and payable to the District Cooling and Gas Provider; and
 - (ii) any amounts are due and payable in respect of the Property under this Master Community Declaration and directed to do so by the Master Developer; and
 - (iii) where the Master Developer considers that such disconnection or suspension of services or supply is required for health and safety reasons.

23.2 Access to the District Cooling and Gas Network

- (a) To the extent that any part of the District Cooling and Gas Network is located within the boundaries of a Property or access to the District Cooling and Gas Network is required through a Property, the Owners of such Property must ensure that reasonable access to such assets is made available to the District Cooling and Gas Provider and its agents and representatives to enable the reading of meters and the servicing of the District Cooling and Gas Network and no Owner or Occupier may obstruct or prevent such access at any time.
- (b) The provision of the District Cooling and Gas Network specified in **clause 23.2(a)** is to the benefit of all Owners and Occupiers, and the Master Developer and the District Cooling and Gas Provider (and their agents, representatives and nominated Suppliers) are granted such rights as necessary by each Owner to enable such District Cooling and Gas Network located within its Property to be accessed and Operated.
- (c) No fee shall be payable by the Master Developer or the District Cooling and Gas Provider (or their nominated Suppliers) in consideration for the rights granted pursuant to **clause 23.2(b)** and the Master Developer and the District Cooling and Gas Provider will not be required to contribute to any costs of Operating the areas in which District Cooling and Gas Network are located nor liable to pay any Master Community Service Charges or other contributions whatsoever towards Master Community Expenses in respect of such areas.

Part I Insurance

24 Insurance

24.1 Master Developer's Insurance Requirements

- (a) The Community Management Company shall procure and maintain adequate and appropriate Insurances for the Master Community Common Facilities in accordance with all Applicable Laws and the directions of any Relevant Authority from time to time, and as otherwise considered appropriate by the Community Management Company.
- (b) Subject to Applicable Laws:
 - (i) all Insurance policies:
 - (A) are to be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE; and
 - (B) shall be for an appropriate value as determined by the Community Management Company and include a specific allowance for the removal of debris (or as otherwise recommended by the insurers appointed by the Master Developer).

- (ii) no Owner may seek to have the interest of any Mortgagee noted on the Insurance policies required to be effected and maintained pursuant to this **clause 24.1**.
- (iii) the Master Developer shall:
 - (A) have the Master Community Common Facilities in the Master Developer Retained Areas valued at intervals as determined appropriate by the Master Developer for Insurance purposes by an appropriately qualified valuer;
 - (B) ensure that the Master Community Common Facilities in the Master Developer Retained Areas are insured for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Master Developer); and
 - (C) ensure that an appropriate allowance is incorporated in the amount of cover under the Insurances to allow for cost increases which may occur during the period of the Insurances.
- (c) The Master Developer shall review the respective Insurances from time to time as considered appropriate by the Master Developer.

24.2 **Apportionment of Insurance Costs**

All premiums of Insurance policies required to be effected and maintained pursuant to **clause 24.1** are Master Community Expenses and are to be paid by the Owners on an Insurer's Valuation Basis or as otherwise determined by the Master Developer, by way of Master Community Service Charges or special Master Community Service Charges.

24.3 **Damage or Destruction to Master Community Common Facilities**

Subject to **clause 15.1310.2**, in the event that the Master Community Common Facilities are destroyed or damaged, the Master Developer will, from the Insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the proportions determined by the Master Developer), repair, replace and make good the destroyed or damaged portion as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as determined by the Master Developer, or as may be required by any Relevant Authority. For the avoidance of doubt, the Master Developer is under no obligation to claim against the Insurances where it considers (in its sole discretion) that it is not appropriate to do so, including where the cost of such repair, replacement or making good would constitute an amount less than the insurance deductible for such repair, replacement or making good. In such event, the Master Developer may elect (in its sole discretion) to designate this as an Upgrading or Redevelopment Works such that the cost shall be a Reserve Fund Expense payable from the Reserve Fund, or payable the relevant Owner if such works are required due to any default, breach, act or omission of such Owner.

24.4 **Certain Insurances Designated as Master Community Core Services**

- (a) To ensure that appropriate Insurance arrangements are maintained for the Master Community (including the Properties), the Master Developer may from time to time designate that the Insurance of designated areas, facilities and/or risks are a Master Community Core Service whereby such Insurances shall be obtained by the Owners with insurers nominated or Consented to by the Master Developer.
- (b) In the event that the Master Developer designates that the insurance of designated areas, facilities and/or risks are a Master Community Core Service, the Master Developer shall notify the relevant Owners and the Owners shall vary their insurance arrangements to reflect such arrangements.

24.5 **Owner's Required Insurance**

- (a) Each Owner acknowledges that it is responsible for the safety and security of its Property (including its contents) and shall at its sole cost and expense effect and maintain adequate and appropriate Insurances for their Property and all contents.
- (b) All Insurance policies are to be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE and:
 - (i) shall be maintained without cost to the Master Developer; and
 - (ii) shall be for the full replacement value of the Property and all contents (as applicable) and include:

- (A) a specific allowance for the removal of debris;
- (B) an endorsement providing that no act, omission or negligence of any Occupier or Owner shall affect the validity or enforceability of the Insurance policy insofar as the Owner is concerned; and
- (C) a waiver of subrogation against the Master Developer and the Community Management Company.

(c) Each Owner and Occupier indemnifies and holds harmless the Master Developer and the Community Management Company for all Losses arising directly or indirectly from any failure by the Owner or Occupier to strictly comply with its obligation under to this **clause 24.5**.

24.6 Damage or Destruction of Property

- (a) In the event of a Property (including all mechanical, electrical or other systems, civil and structural works, utilities works fences and boundary walls and telecommunication equipment) being destroyed or damaged (in whole or in part), the Owner or Owners shall promptly repair and/or reconstruct such Property in accordance with the applicable provisions of this Master Community Declaration.
- (b) The Owner or Owners shall proceed to repair or replace (as applicable) the Property as soon as practical given the nature of the damage or destruction and shall ensure that the Property is secure and does not cause harm, nuisance or interference to other Owners and Occupiers of adjoining Property or otherwise to Owners and Occupiers utilising the Master Community Common Facilities or Master Developer Retained Areas.

24.7 Payment of Master Community Service Charges During Damage or Destruction

For the avoidance of doubt, an Owner shall continue to be liable to pay Master Community Service Charges during any period of total or partial damage to its Property unless otherwise determined by the Master Developer at its absolute discretion.

24.8 Additional Insurance Provisions

All monies received by the Master Developer or the Master Developer in settlement of any claim under the Insurances maintained by the Master Developer pursuant to this **clause 24.8** will be paid into the General Fund and held until distributed or expended in accordance with **clause 24.3**. The Master Developer is not under any obligation to ensure that Owners comply with this **clause 24** in respect of their Property and will not be liable in any way in the event of an Owner's non-compliance with this **clause 24.8**.

24.9 Insurance not to be Voided

An Owner or Occupier shall not at any time do, permit, omit or suffer to be done, committed or omitted any act, matter or thing in the Master Community, or bring or keep anything in the Master Community which may render any Insurance policy required to be effected and maintained by the Master Developer or that Owner void or voidable or increase the cost of any such Insurance unless, in the latter case, the relevant Owner promptly pays any such additional cost. Each Owner and Occupier indemnifies and holds harmless the Master Developer and the Community Management Company for all Losses arising directly or indirectly from any failure by the Owner or Occupier to strictly comply with its obligation under to this **clause 24.9**.

Part J
Use, Maintenance and Disposition of Property

25 Use of Property

25.1 Permitted Use

- (a) Owners and Occupiers shall not use any Property for any purposes other than the use prescribed in this Master Community Declaration and by:
 - (i) their respective Sales Documentation (or Lease, as the case may be);
 - (ii) any requirements, guidelines or directives issued by the Master Developer or the Community Management Company from time to time in accordance with this Master Community Declaration;

- (iii) the Master Community Plan;
- (iv) the Master Community Regulations;
- (v) the Governance Documents for the Property (if any); and
- (vi) the Applicable Laws and requirements of the other Relevant Authorities (together, the “**Permitted Use**”).

(b) An Owner or Occupier shall not change the Permitted Use of its Property without the prior Consent of the Master Developer, and subject to any fees and charges applied by the Master Developer and/or the Relevant Authorities.

25.2 **Licensing**

Each Owner and Occupier undertaking a commercial activity in the Master Community shall obtain and maintain all necessary Licences in accordance with Applicable Laws from the Relevant Authorities and, if requested, shall provide a copy of such Licence to the Master Developer (or Community Management Company) prior to taking possession of the Property and all Owners and Occupiers shall comply with the conditions of their Licence and the requirements of the Relevant Authorities for so long as they undertake the activity permitted by such Licence.

26 **Maintenance Responsibility**

26.1 **Owner Responsible for Own Property**

Each Owner shall at its own cost properly Operate and keep its Property in a state of good and serviceable repair in accordance with all Applicable Laws and any applicable requirements and regulations of any Relevant Authority. An Owner’s failure to Operate its Property and keep it in a good state of repair (and without prejudice to any other rights of the Master Developer under Applicable Law and under this Master Community Declaration) may, subject to Applicable Law, result in a fine issued by the Community Management Company, at such rate as shall be set from time to time by the Community Management Company.

26.2 **Reduce Disturbance**

Owners shall carry out their maintenance, repair, refurbishment and replacement obligations under this Master Community Declaration in such a manner so as to cause as little disturbance as reasonably possible to the other Owners’ and Occupiers’ lawful use or quiet enjoyment of their Property or their use of the Master Community Common Facilities.

27 **Disposition and Leasing of Property**

- (a) No Owner may enter into any Disposal of its Property (or part thereof), unless permitted by the Sales Documentation and the Owner or the Transferee has paid the Master Developer the Clearance Certificate Fee and has obtained a Clearance Certificate and a Letter of No Objection (where applicable).
- (b) When a person or entity becomes an owner of a Property it shall automatically become an Owner and be bound by the provisions of this Master Community Declaration, and when it ceases to be an Owner of a Property it shall automatically cease to be an Owner but shall continue to be jointly and severally liable with its heirs, personal representatives, successors and/or permitted assigns for the due performance of its obligations under this Master Community Declaration until any procedures provided in or by the Master Developer and/or this Master Community Declaration in respect of the transfer of the Owner’s interest in the Property are fully complied with.
- (c) No Owner may enter into any Lease (or other agreements for the use and occupation) of its Property (or any part thereof), unless permitted by the Sales Documentation and the Lease documentation includes provisions requiring the Occupier to comply with this Master Community Declaration.
- (d) Notwithstanding the granting of any Lease, the Owner remains at all times solely responsible for complying with the provisions of this Master Community Declaration including ensuring that its Occupier and Invitees comply with the provisions of this Master Community Declaration and the Owner shall rectify or otherwise cure any breach of its Occupiers and Invitees.
- (e) The Owner and the Transferee (or Occupier, as applicable) indemnifies, keeps indemnified and holds harmless the Master Developer, the Community Management Company and the other

Owners against any and all Losses whatsoever incurred and/or suffered by them as a result of any Disposal or Lease conducted otherwise than in strict compliance with this **clause 27**, and in respect of any Losses incurred or otherwise arising from any breach of the obligations contained in this Master Community Declaration by the Occupiers and/or Invitees.

27.2 **Holiday Letting**

- (a) The Leasing of a Property as a “Holiday Home Rental” (as such term is defined in Decree No. (41/2013) Regulating Holiday Home Rental in the Emirate of Dubai) is subject to the requirements of the Relevant Authorities (including the Dubai Department of Economy and Tourism), and an Owner may only do so after obtaining the prior Approval of the Master Developer, and only once such Approval is granted (at the Master Developer’s sole discretion), the Owner must:
 - (i) obtain a Licence to do so from the Relevant Authorities (including the Dubai Department of Economy and Tourism); and
 - (ii) provide its Building Manager with a copy of such Licence and evidence of such Consent from the Relevant Authorities and comply with the conditions of the Master Developer in accordance with clause 27.2(b). The Building Manager shall provide the Master Developer a copy of such Licence if and when requested by the Master Developer from time to time.
- (b) The Master Developer may impose such conditions on the letting of any Property as a Holiday Home Rental as the Master Developer considers appropriate, and may also require the Owner to pay all additional costs that may arise from such change of use (such as additional Insurance premiums and Master Community Service Charges arising from the change in use and the increased draw of such Property on the resources of the Master Community).

Part K **Master Community Service Charges and Other Charges**

28 **Master Community Service Charges**

28.1 **Master Community Service Charges**

- (a) All Owners must comply at all times with the provisions contained in this Master Community Declaration and must proportionally contribute to the expense of Operating the Master Community Common Facilities in the form of Master Community Service Charges.
- (b) Master Community Service Charges payable by Owners will comprise a contribution to the General Fund and a contribution to the Reserve Fund.
- (c) Each Owner’s Master Community Service Charges will be calculated in accordance with Applicable law and the requirements of RERA.
- (d) Each Owner acknowledges that its Weighted Proportion may be amended from time to time as determined by the Master Developer in its sole discretion to reflect the addition or reduction of services or access to Master Community Common Facilities as the Master Community is developed over time.

28.2 **Withdrawal of Services**

- (a) The full and proper performance of the Master Developer’s obligations under this Master Community Declaration is conditional upon the prompt and full payment (including advance payments and security deposits) of Master Community Service Charges and Special Master Community Charges (if any) due by Owners.
- (b) The Master Developer reserves the right, subject to Applicable Law and the requirements of RERA, to withdraw or vary the services that it performs under this Master Community Declaration from time to time to ensure that, as far as reasonably possible, the Master Community Expenses incurred in the provision of such services do not exceed Master Community Service Charges actually collected.

28.3 **Operating Account**

- (a) The Community Management Company shall maintain the Operating Account.

(b) All Master Community Service Charges and other fees received under or by virtue of this Master Community Declaration shall be paid into the Operating Account and at all times separated from the funds of the Master Developer acting in its private capacity.

(c) A separate account shall be established by the Master Developer for the Reserve Fund.

28.4 **Establishment of General Fund and Reserve Fund**

(a) The Master Developer shall establish two (2) funds being:

(i) a General Fund; and

(ii) a Reserve Fund.

(b) The Master Developer shall pay into the General Fund:

(i) the portion of Master Community Service Charges relating to General Fund Expenses received from Owners; and

(ii) other payments the Master Developer receives from Owners and third parties, including:

(A) by way of Clearance Certificate Fees and fees payable to the Master Developer;

(B) for the provision of the Security System and Security Access Devices and passes and the like; and

(C) by way of discharge of claims for Insurance effected by the Master Developer under this Master Community Declaration.

(c) The Master Developer shall pay into the Reserve Fund:

(i) the portion of Master Community Service Charges relating to Reserve Fund Expenses received from Owners; and

(ii) other money received by the Master Developer which it does not have to pay into the General Fund under this Master Community Declaration.

28.5 **Preparation of Budget**

(a) For each Operating Year, the Master Developer shall, no later than the date that is one (1) month before the last day of the Operating Year:

(i) prepare the proposed Budget for the next Operating Year; and

(ii) calculate the amount that each Owner will be responsible to pay to the General Fund and Reserve Fund in the next Operating Year.

(b) Notwithstanding **clause 28.5(a)**, the Master Developer may prepare separate budgets for any Property identified by it as requiring separate financial treatment and issue Supplementary Master Community Service Charges in respect of these areas.

(c) The Budget shall be based on the Master Developer's reasonable estimate of the costs of Operating the Master Community and providing the Master Community Core Services for the next Operating Year including details of:

(i) the estimated General Fund Expenses (with a breakdown of each General Fund Expense);

(ii) the estimated Reserve Fund Expenses;

(iii) itemised estimated monetary requirements and expenditures (giving reasonable details); and

(iv) any other cost that the Master Developer determines as appropriate.

(d) The Budget shall also contain itemised details of:

(i) each General Fund Expense or matter for which each Owner is responsible to contribute;

(ii) each Owner's Weighted Proportion of each Master Community Expense or matter that it is responsible to contribute; and

(iii) the amount of such Weighted Proportion and the Owners' contributions to the General Fund and the Reserve Fund.

(e) In the event that the Master Developer fails for whatever reason to include in any Operating Year a sum expended or liability incurred during that Operating Year, the Master Developer may include the sum or the amount of the liability in the Budget for any subsequent Operating Year.

28.6 **Application of Payments**

The Master Developer shall deposit all amounts received from Owners into the Operating Account and must apply:

- (a) all amounts attributable to General Fund Expenses to the General Fund; and
- (b) all amounts attributable to Reserve Fund Expenses to the Reserve Fund.

28.7 **Preparation of Financial Statements**

- (a) The Master Developer shall, in respect of each Operating Year, prepare the financial statements for that Operating Year.
- (b) The Master Developer shall arrange for the independent auditing of the financial statements as soon as practicable after their preparation.
- (c) The audited financial statements prepared by the Master Developer shall be conclusive evidence of all matters of fact referred to in it.

28.8 **Payments by Owners**

- (a) Prior to the commencement of the next Operating Year, the Community Management Company shall provide each Owner with a Payment Notice. The Payment Notice shall provide:
 - (i) details of the amount that the Owner is required to contribute to the General Fund and the Reserve Fund for the next Operating Year;
 - (ii) details of any Supplementary Master Community Service Charges;
 - (iii) a breakdown of the Owner's Master Community Service Charges;
 - (iv) details of any surplus that has been credited to the Owner from the previous Operating Year;
 - (v) the due date for payment of the Owner's Master Community Service Charges; and
 - (vi) any other information that the Master Developer considers appropriate for inclusion.
- (b) The Master Developer shall be entitled to include a contingency in the Budget to allow for any delay in the payment of Master Community Service Charges.
- (c) The Owners shall pay the Master Community Service Charges specified in the Payment Notice to the Community Management Company or as it may direct on or before the due dates for payment specified in the Payment Notice.
- (d) The Owners' Master Community Service Charges shall be payable in respect of each Operating Year quarterly in advance or as otherwise determined by the Master Developer from time to time, by no later than the date specified in the Payment Notice, as determined by the Master Developer.
- (e) The Master Developer shall determine the method by which Master Community Service Charges are payable with respect to Subdivided Properties, and whether a Payment Notice will be issued to each Building Manager or Owner and shall be free to entrust any such Building Manager with the responsibility of collecting Master Community Service Charges from the Owners within the relevant Subdivided Property on the Master Developer's behalf pursuant to arrangements to be agreed with the Master Developer in the Master Developer's absolute discretion.

28.9 **Surplus Funds**

In the event that Master Community Service Charges attributable to the General Fund paid by the Owners in accordance with the Budget for the previous Operating Year are greater than the payments made from the General Fund, the Master Developer shall credit the surplus funds to the relevant Owners in the Weighted Proportions for which such funds were paid by the Owners and may offset such surplus against Master Community Service Charges attributable to the General Fund and/or Reserve Fund payable by such Owners for the next Operating Year.

28.10 **Review of Usage**

Where the Weighted Proportions have been calculated on the basis of estimated usage, a review of such usage may be undertaken by the Master Developer when considered appropriate to confirm that the Weighted Proportions substantially reflect the actual usage by the Benefiting Owners. Should the Weighted Proportions be substantially different to the percentages of actual use, the Master Developer may adjust the Weighted Proportions to reflect the estimated proportionate usage and equitable distribution of the Master Community Expenses or to accord with the actual use, if determinable.

28.11 **Special Master Community Charges**

- (a) If at any time during the Operating Year the Master Developer determines that an amount on account of the Master Community Expenses is or will become due and payable but cannot be paid because the amounts held in the General Fund or Reserve Fund (as applicable) are insufficient to allow the payment of such amount or such payment will result in the Master Developer being unable to pay other Master Community Expenses when due and payable, then the Master Developer may raise a Special Master Community Charge from the Owners to fund the shortfall.
- (b) Should the Master Developer raise a Special Master Community Charge, the Master Developer shall forward a Payment Notice to each Owner that specifies:
 - (i) the details of the event that has given rise to the need to raise the Special Master Community Charge;
 - (ii) the amount that the Owner is required to contribute to the Special Master Community Charge and the basis for such contribution;
 - (iii) the due date for payment of the Owner's contributions to the Special Master Community Charge; and
 - (iv) any other information that the Master Developer in its absolute discretion considers appropriate for inclusion.
- (c) The Owners shall pay to the Master Developer the Owner's contribution to the Special Master Community Charge specified in the Payment Notice without deduction or set off on or before the due dates for payment specified in the Payment Notice (being a date no earlier than twenty (20) Business Days from the date of the Payment Notice).

28.12 **Emergency Funding**

- (a) If at any time there are insufficient monies in the General Fund and/or the Reserve Fund to fund the Operation of the Master Community Common Facilities due to a delay in the payment of any Master Community Service Charges by the Owners (or for any other reason), the Master Developer may elect to provide Emergency Funding to fund the shortfall and enable the Master Community Common Facilities to continue to Operate.
- (b) If the Master Developer elects to provide Emergency Funding in accordance with **clause 28.12(a)**, the Master Developer shall be entitled to receive reimbursement on the amount of Emergency Funding it has advanced for the duration that the Emergency Funding is provided by it.
- (c) The Master Developer shall use all reasonable commercial endeavours to recover the outstanding contributions payable by the Owners to enable repayment of the Emergency Funding (together with the compensation payable under **clause 28.12(b)**), and until such time as the Emergency Funding (and such compensation) is repaid in full to the Master Developer, which such amount repayable shall constitute a debt payable on time by the Defaulting Owners to the Master Developer on demand.

28.13 **Defaulting Owners**

- (a) If an Owner fails to comply with a Payment Notice, then that Owner is a Defaulting Owner until it has paid:
 - (i) the amount specified in the Payment Notice; and
 - (ii) compensation in the amount specified in the Payment Notice (or such other sum as may be determined by the Master Developer from time to time) from the due date for payment specified in the Payment Notice to and including the date upon which payment of the amount specified in the Payment Notice and such compensation is paid.

- (b) Any outstanding amounts due and payable under this Master Community Declaration by a Defaulting Owner shall comprise a debt due and payable on time to the Master Developer on demand. Owners agree that an invoice issued by the Community Management Company in the name of an Owner is conclusive proof of the debt owing and that the Owner shall have no right of set-off or counterclaim in respect of any such debt.
- (c) The Master Developer is entitled to recover from a Defaulting Owner all costs incurred and Losses suffered by the Master Developer seeking to recover any outstanding amounts due and payable under this Master Community Declaration (including legal costs) from a Defaulting Owner or otherwise enforcing compliance with this Master Community Declaration and the Defaulting Owner shall pay such costs immediately upon notification of such costs by the Master Developer.
- (d) To the fullest extent permitted by the JOP Law and the requirements of RERA, in the event that an Owner is a Defaulting Owner:
 - (i) the Defaulting Owner shall immediately charge, pledge and assign by way of security to the Master Developer for the payment of the debt all of the Owner's right, title to and interest in its Property and the Defaulting Owner shall do all such things and execute all such documents and steps as may be required to grant and give effect to this obligation and to create such security; and
 - (ii) to the fullest extent permitted by the JOP Law and the requirements of RERA, the Master Developer shall be entitled to register a charge or lien on a Defaulting Owner's interest in or title to its Property with the Relevant Authority to enforce payment of all outstanding amounts due and payable under this Master Community Declaration as a secured debt, institute an action for Losses and the recovery of the debt in any competent court and/or refuse to grant any Letters of No Objection it is authorised to grant under this Master Community Declaration.

28.14 Master Community Service Charges to Run with the Title to the Property

Without prejudice to the Master Developer's right to seek to recover any outstanding Master Community Service Charges (and other amounts due and payable under this Master Community Declaration) from a previous Owner under this Master Community Declaration, when a person or entity becomes an Owner, it will automatically be liable to pay any outstanding Master Community Service Charges (and other amounts due and payable under this Master Community Declaration) in respect of its Property notwithstanding such liability may have arisen prior to the person or entity becoming an Owner.

28.15 Cost of Future Development

The cost of any Future Development Works within the Master Community cannot be recovered by the Master Developer as part of Master Community Service Charges, however, the cost of Operating completed Master Community Common Facilities handed over to the Master Developer, and their future replacement or refurbishment shall be Master Community Expenses and form part of Master Community Service Charges collected by the Master Developer from the date of such handover.

28.16 Authority Infrastructure Contributions and Authority Charges

- (a) All Authority Infrastructure Contributions and Authority Charges raised by a Relevant Authority either prior to or after the date of this Master Community Declaration relating to Infrastructure constructed within the Master Community, adjacent to the Master Community, or otherwise in a location to which such Relevant Authority considers to service or benefit the Master Community, shall (with the Consent of the Relevant Authorities) be considered to be Master Community Expenses payable by the Owners as part of the Master Community Service Charges.
- (b) All tariffs and consumption charges for Utility Services provided to the Master Community Common Facilities shall form part of the Master Community Service Charges.
- (c) All tariffs and consumption charges for Utility Services provided to Owners and Occupiers shall not be part of the Master Community Service Charges and shall be billed and collected by the respective Utility Service Providers directly from the Owners and Occupiers.

Part L

Compliance With Master Community Declaration

29

Rights of Inspection

The Master Developer shall have the right to carry out inspections of all Properties within the Master Community without notice to the Owner or Occupier in order to assess compliance by the Owners and Occupiers with their obligations in this Master Community Declaration. The relevant Owners and Occupiers must give the Master Developer and the Community Management Company (or persons authorised by them) full access to the Properties to facilitate such inspection.

30

Failure to comply with this Master Community Declaration

30.1

Written Notice of Entry

To the extent necessary to do so, the Community Management Company and the Master Developer's representatives may enter a Property upon reasonable notice (in writing) or in accordance with Applicable Law to exercise the Master Developer's rights and the Owner or Occupier must give the Master Developer (or persons authorised by it) access to the Property at the Owner's or Occupier's cost.

30.2

Power to Impose Fines

- (a) Subject to Applicable Laws, the Master Developer (including the Community Management Company) may from time to time impose fines on any Owner or Occupier who fails to comply with this Master Community Declaration, including failing to comply with the Master Community Regulations.
- (b) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the Master Developer, the Master Developer may elect, but is not obliged, to first give the Owner or Occupier (as applicable) notice of the breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under **clause 30.2(a)**.
- (c) All fines imposed by the Master Developer shall be commensurate with the nature of the breach of the Defaulting Owner's or Occupier's obligations under this Master Community Declaration and where the quantum of such fines has been previously determined by the Master Developer, such fines shall be notified to the Defaulting Owners and/or Occupiers.
- (d) The Master Developer may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by a Defaulting Owner or an Occupier in certain circumstances, as it deems appropriate at its discretion. Any such waiver to apply a fine or enforce payment of a fine against an Owner or Occupier does not prevent the Master Developer from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against a Defaulting Owner or Occupier shall constitute a debt payable on time to the Master Developer and shall be payable within thirty (30) days of the date of the enforcement notice issued by the Master Developer (or as otherwise demanded by the Master Developer).
- (f) A failure by an Owner or Occupier to pay any fine imposed by the Master Developer under this **clause 30.2** shall be considered to be a further breach equating to a failure to pay Master Community Service Charges and the clauses in this Master Community Declaration regarding the failure of an Owner to pay Master Community Service Charges shall apply equally to such breach.

30.3

Powers are additional

The powers of the Master Developer under **clause 30.2** are in addition to those it has under Applicable Laws and nothing contained in this Master Community Declaration shall have the effect of restricting, varying or extinguishing any right or power the Master Developer may have under Applicable Laws.

Part M **General Provisions**

31 Service of Notices and Other Documents

31.1 Form and Delivery

- (a) A notice, approval, Consent or other communication in connection with this Master Community Declaration shall be in writing and in English and Arabic.
- (b) A notice or other communication made by Owners to the Master Developer must be delivered or couriered to the address of the Master Developer as notified to the Owners by the Master Developer from time to time.
- (c) The address at which all documents and notices may be delivered to an Owner shall be the address of the Property. An alternative address may be nominated by the Owner in writing, provided such new address shall be within the UAE. Such notification will be effective fourteen (14) days after its receipt by the Master Developer. An Owner may also provide the address of a local agent it has appointed within the UAE specifically for the purposes of receiving notices.
- (d) Any notice given to an Owner by any one or all of the following methods shall constitute a notice validly served under this Master Community Declaration:
 - (i) hand or courier delivery;
 - (ii) pre-paid post; or
 - (iii) email where the Owner has advised the Master Developer in writing of his email address, and where such delivery is also followed by any one or all of the other means of delivery specified above.

31.2 Contact Details

Each Owner shall keep the Master Developer fully informed of its contact details from time to time, including with respect to a Representative of an Owner (if any), which the Owner shall give the Master Developer a copy of the contact details for their Representative.

31.3 Execution of Emails

In the case of email notices, the sending party shall ensure that each email states that it is being sent by a person authorised to send the email on behalf of that party.

31.4 Receipt and Effect

A notice, approval, Consent or other communication is to be treated as given or made at the following time:

- (a) if it is delivered or couriered, when it is left at the relevant address;
- (b) if it is sent by post, five (5) Business Days after it is posted;
- (c) if it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system),

provided that if deemed receipt occurs before 9.00 am on a Business Day the notice shall be deemed to have been received at 9.00 am on that day, and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day.

32 Governing Law, Language and Jurisdiction

This Master Community Declaration shall in all respects be governed by and be construed and interpreted and take effect in accordance with the laws of Dubai and the Federal Laws of the UAE applied in the Emirate of Dubai.

33 Force Majeure

- (a) Subject to **clause 33(d)**, if the Master Developer and/or the Community Management Company is prevented or delayed in the performance of any of their obligations under this Master Community Declaration by a Force Majeure Event, then they shall be excused from the performance or the punctual performance (as applicable) of their obligations as are prevented or

delayed by the Force Majeure Event as of and from the date of such Force Majeure Event and for so long as such cause of prevention or delay will continue.

- (b) Neither the Master Developer nor the Community Management Company will be liable to any Owner or Occupier or be deemed to be in breach of this Master Community Declaration by reason of any delay in performing or failure to perform any of its obligations under this Master Community Declaration if the delay or failure was due to a Force Majeure Event.
- (c) In the case of a Force Majeure Event, the Master Developer and the Community Management Company (as appropriate) shall use all reasonable commercial endeavours to bring the Force Majeure Event to a close or to find a solution by which this Master Community Declaration may be performed despite the continuance of the Force Majeure Event so far as reasonably practicable.
- (d) If more than one event causes the performance of this Master Community Declaration to be substantially prevented or delayed, and the cause of at least one of those events is not a Force Majeure Event, then to the extent that the preventions or delays are concurrent, the Master Developer or the Community Management Company (as appropriate) shall be excused from the performance or the punctual performance (as applicable) of its obligations as are prevented or delayed by such events.

34 **Severance**

If the whole or any part of a provision of this Master Community Declaration is void, unenforceable or illegal, then that provision or part of a provision is severed from this Master Community Declaration and the remainder of this Master Community Declaration has full force and effect unless the severance alters the basic nature of this Master Community Declaration.

35 **Dispute Resolution**

35.1 **Notice of Dispute**

- (a) An Owner must write to the Master Developer notifying it of a Dispute arising out of a matter in connection with the performance of a party (or parties) or the interpretation of this Master Community Declaration.
- (b) The written notice referred to in **clause 35.1(a)** shall:
 - (i) identify the parties and the subject matter of the Dispute;
 - (ii) set out the facts upon which the Dispute is based;
 - (iii) identify the provisions of this Master Community Declaration relevant to the Dispute;
 - (iv) annex copies of all correspondence and background information relevant to the Dispute; and
 - (v) contain any particulars of the quantification of the Dispute.

35.2 **The Master Developer to Consider Dispute**

- (a) Upon receipt of the notification in **clause 35.1(a)** the Master Developer may (but is not obliged to) moderate the Dispute with the parties thereto and attempt to mutually reach a resolution of the Dispute.
- (b) The Master Developer may from time to time issue “Dispute Resolution Procedures” that must be followed by the parties to a dispute before such parties may commence proceedings under **clause 35.3**.
- (c) The Master Developer may also, subject to Applicable Laws and the approval of the Relevant Authorities, establish specialised tribunals for the settlement of Disputes.

35.3 **Submission of Dispute to RERA**

In the event that a Dispute cannot be resolved by the procedure set out in **clause 35.2**, either party may refer such Dispute to RERA which will have the exclusive jurisdiction to determine any Dispute under this Master Community Declaration in accordance with the JOP Law.

35.4 **No monies to be withheld**

Monies that are or become due and payable by a party to a Dispute under this Master Community Declaration must not be withheld because of the notification of the Dispute under **clause 35.1(a)** or because of the referral of a Dispute to the RERA under **clause 35.3**.

35.5 Confidential Information

A party to a Dispute shall not divulge any confidential information obtained from another party to the Dispute under Master Community Declaration.

Schedule A

Definitions and Interpretation

Part A – Definitions

All capitalised words in the Master Community Declaration shall have the following meanings:

Affiliate(s)	means in relation to a party, person, and/or legal entity, another party, person and/or legal entity related to and/or associated with that party, person or legal entity, such as being within the same group of companies;
Alterations	means any external alterations, additions, renovations, permanent decorations or other works to any Improvements constructed on any Property;
Applicable Laws	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents, approvals or licences and any other legislative tools issued by a Relevant Authority applicable to the Master Community, this Master Community Declaration, the Owners, Occupiers and/or Invitees;
Approved Plans	means the design and building plans Consented to by the Master Developer for the construction and/or Alteration of a Property;
Assets	means a physical component of the common use assets which has value and enables the services to be provided and that have an economic life greater than twelve (12) months. Assets are plant, machinery, property, buildings, infrastructure, utilities and other fixtures, fittings and equipment that are to be Operated by the Master Developer;
Authority Charges	means any charges, fees, reimbursements or contributions payable by the Master Developer to any Relevant Authority in respect of the Master Community;
Authority Infrastructure Contributions	means any contributions, payments or other financial obligations paid or payable by the Master Developer to any Relevant Authority in respect of, or related to, the construction, operation and maintenance of Infrastructure by a Relevant Authority within the Master Community, adjacent to the Master Community, or otherwise in a location to which such Relevant Authority considers to benefit the Master Community, including contributions payable in respect of any Major Structures;
Beneficial Use	means where and the extent to which the Owner or Occupier of a Property has the direct use of or benefit from a Master Community Common Facility;
Benefiting Owner	means an Owner that has the Beneficial Use of that Master Community Common Facility and contributes to the cost of its Operation;
Budget	means a budget prepared by the Master Developer of the estimated Master Community Expenses for an Operating Year;
Building	means a building constructed within a Plot;
Building Management Statement	shall have the meaning given to it under the JOP Law;
Building Manager	means a manager appointed with respect to a Property which has been Subdivided in accordance with the Applicable Laws and the approval of RERA;
Business Days	means any day other than: <ol style="list-style-type: none"> Friday and Saturday; and a day that is declared to be a bank holiday or public holiday in Dubai for the private sector;
Change of Control	means, with respect to any person, whether directly or indirectly and whether or not by the ownership of share capital, the possession of voting power, contract or otherwise, any change in: <ol style="list-style-type: none"> the power to appoint and/or remove all or such of the members of the board or other governing body as are able to cast a majority of the votes capable of being

	<p>cast by the members of that board or body on all or substantially all matters, or otherwise to control the policies and affairs of that person;</p> <p>(b) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than fifty per cent (50%) of the total voting rights exercisable at general meetings of that person on all or substantially all matters; and/or</p> <p>(c) the capacity to determine the outcome of decisions about that person's financial and operating policies, whether or not such capacity is based on practical influence or any practice or pattern of behaviour affecting that person's financial or operating policies;</p>
Clearance Certificate	means a clearance certificate or letter from the Community Management Company confirming that the Owner has paid all monies due and payable under this Master Community Declaration as at the date of such certificate;
Clearance Certificate Fee	means the fee payable to the Master Developer for the issuance of a Clearance Certificate as determined by the Master Developer from time to time;
Commercial Facilities	means those commercial facilities and amenities within the Master Developer Retained Areas that, at the Master Developer's sole discretion, will not form part of the Master Community Common Facilities, but are owned, managed and maintained by the Master Developer at its own expense and for its own profit;
Common Areas	means the common areas of a Property that has been Subdivided;
Community Management Company	means the community manager appointed by the Master Developer to assist with the management of the Master Community and to perform the functions set out in this Master Community Declaration and certain other delegated functions of the Master Developer under this Master Community Declaration;
Community Management Fee	means the management fee payable to the Community Management Company for undertaking the functions of the Community Management Company under this Master Community Declaration;
Community Roads	means those roads (if any) that provide vehicle access to the Properties throughout the Master Community that are designated as Master Community Common Facilities (the Operation of which has not been, and is not intended to be, Dedicated to the RTA);
Consent	means a consent in writing from the Master Developer and/or Community Management Company under this Master Community Declaration, which may be given at their absolute discretion and subject to conditions (including the payment of a fee and/or other consideration), including a limitation as to time, and " Consent " and " Consented " shall have corresponding meanings;
Construction Regulations	means the construction regulations issued from time to time by the Master Developer;
DAC Shared Infrastructure and Utility Services	means any Infrastructure and Utility Services that may be owned and/or Operated by the Master Developer (or its Affiliate) that may service or provide amenity to both the Master Community and Dubai Aviation City from time to time;
DAC Shared Infrastructure and Utility Services Agreement	means any agreement entered into between the owner and/or operator of the DAC Shared Infrastructure and Utility Services and the Community Management Company governing the Operation, supply and sharing of operational cost of the DAC Shared Infrastructure and Utility Services from time to time;
Dedication	means the dedication, adoption, transfer, handover, Leasing, gifting or Disposal of an area, Utility Infrastructure or Major Structure (and/or the responsibility for the on-going Operation and/or commercialisation thereof) by the Master Developer to a Relevant Authority or Utility Service Provider and " Dedicated " is the conclusion of such process;
Defaulting Owner	means an Owner which fails to comply with this Master Community Declaration or a notice (including a Payment Notice) under this Master Community Declaration;
Definitions	means the definition and interpretation section of this Master Community Declaration;
Development Control Regulations	means any development control regulations or such other policies or guidelines relating to the control of planning, development and construction within the Master Community issued by the Master Developer from time to time;

Development Plot	means any parcel of land within the Master Community that from time to time: (a) is vacant but serviced by the Infrastructure of the Master Community; (b) is under construction; (c) has been issued with a building permit by the Relevant Authorities; or (d) is not substantially operational and/or not fully occupied or open to the public, and may include any proposed Plot or Master Developer Retained Areas;
Disposal	means any sale, transfer, assignment, or other disposal of the whole or any part of a Property or any interest in a Property including the grant of an option over the whole or any part of a Property, whether directly or indirectly, (but excludes any Mortgage) or any agreement to do the same and, where the Owner is an entity, includes any Change of Control of that entity, and “ Dispose ” shall have a corresponding meaning;
Dispute	means any dispute, controversy, disagreement or difference between the Owners or Occupiers or between the Master Developer and the Owners and Occupiers about: (a) the formation, performance, interpretation, nullification, termination or invalidation of this Master Community Declaration; (b) the rights or obligations of the Master Developer, an Owner or an Occupier under this Master Community Declaration; (c) amounts which the Master Developer determines for Master Community Service Charges; and/or (d) the Operation of a Master Community Common Facility, or arising therefrom or related thereto in any manner whatsoever;
District Cooling	means the chilled water supplied by the District Cooling and Gas Provider to the Master Community (including the individual Properties) for the purpose of air conditioning;
District Cooling and Gas Network	means the various infrastructure and networks owned and/or operated by the by the District Cooling and Gas Provider throughout the Master Community to support the delivery of District Cooling and Gas to the Master Community (including the individual Properties);
District Cooling and Gas Provider	means South Energy DWC LLC (and its successors and assigns);
Dubai South	means the wider area known as “Dubai South” in which the Master Community is located;
Dubai Land Department	means the land department of the Government of Dubai or such other applicable authority as may be replaced from time to time under the Applicable Laws;
Emergency Funding	means the monies provided by the Master Developer to fund any shortfall with respect to the Operation of the Master Community due to insufficient funds being held in the General Fund and/or the Reserve Fund pursuant to clause 28.12 ;
Emergency Repairs	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the Master Developer may, if not carried out immediately, cause danger to the safety of any person or any Property or contents within the Master Community;
Exclusive Services	means any service that exclusively services a Property notwithstanding that such service may be located in and/or form part of the Master Community Common Facilities;
Façade	means the façade of a Building wherever located including all other external surfaces and features forming part of the façade (including the equipment used to illuminate or clean the façade) and any Signage attached thereto;
Force Majeure Event	means any of the following acts, causes, circumstances or events beyond the reasonable control or foresight of the Master Developer and/or Community Management Company, including: (a) fire, storm, tempest, lightning, earthquake, other exceptional weather conditions and effects, explosion, epidemic, pandemic, natural disaster, and/or an act of God; (b) threat of or preparation for war (whether or not declared), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorist or military action of whatever nature and with whatever effect, confiscation,

	<p>nationalisation, any form of usurped power, political unrest or any threat of the foregoing;</p> <p>(c) any form of labour dispute, lock-outs, strikes, boycott, riot, civil commotion and/or disorder;</p> <p>(d) decree of, refusal or revocation of any approval, licence, consent or otherwise by a Relevant Authority, and/or any negligence, failure and/or delay in acting, approving, supplying and/or completing by any Relevant Authority;</p> <p>(e) political interference with the normal operations of the Master Developer;</p> <p>(f) unforeseen site, premises and/or operating conditions, non-availability of access, utilities, equipment and/or materials, loss and/or damage by any one (1) or more of the risks contemplated by this Master Community Declaration to be insured against by the Master Developer; or</p> <p>(g) any other act, cause, circumstance or event howsoever caused that adversely affects:</p> <p>(i) the performance of the terms and/or conditions of this Master Community Declaration by the Master Developer; and/or</p> <p>(ii) the Master Developer's business or financial condition;</p>
Future Development Plot	means any parcel of land that is vacant and for which no building permit has been issued by the Relevant Authorities and/or no construction mobilisation works have commenced;
Future Development Work	means the future development work relating to any Property owned by the Master Developer including the construction of any Infrastructure, Master Community Common Facilities supporting such development. For the avoidance of doubt, Future Development Work does not include any Improvements to existing Infrastructure or the Master Community Common Facilities such as improvements to roads and hard and soft landscaping works, the cost of which shall be considered to be Master Community Expenses;
Gas	means the gas supplied by the District Cooling and Gas Provider to the Master Community (including the individual Properties) for domestic, and where applicable, commercial purposes;
General Fund	means the general fund established by the Master Developer in accordance with clause 28.4(a)(i) ;
General Fund Expenses	<p>means all costs, expenses, fees and other outgoings incurred by the Master Developer under or by virtue of this Master Community Declaration (other than Reserve Fund Expenses), including:</p> <p>(a) all costs, expenses, fees and other outgoings incurred in connection with the Operation of the Master Community Common Facilities including:</p> <p>(i) the cleaning, servicing, maintenance and repair costs including, refuse collection and pest control;</p> <p>(ii) the costs of landscaping for the Master Community Common Facilities;</p> <p>(iii) the cost of labour, materials, equipment, supplies, consumables and third party hire, security, used in the Operation of the Master Community and the Master Community Common Facilities, Infrastructure and associated Assets, services and utilities for the Master Community Common Facilities;</p> <p>(iv) the cost of statutory rates, taxes and charges and professional fees;</p> <p>(v) the costs of Insurances (including premium and deductible amounts) for the Master Community Common Facilities;</p> <p>(vi) the cost of inspection of the Master Community Common Facilities (if applicable) by any Relevant Authority;</p> <p>(vii) the cost of certification of the Master Community Common Facilities for the purposes of compliance with any Applicable Laws;</p> <p>(viii) charges and costs incurred with respect to the DAC Shared Infrastructure and Utility Services;</p>

	<ul style="list-style-type: none"> (ix) charges and costs incurred with respect to the Utility Services supplied to the Master Community Common Facilities; (x) the cost of any technology and communication services provided to the Master Community Common Facilities; (xi) Authority Infrastructure Contributions and Authority Charges; (xii) financing costs, equity cost, rental or other costs incurred by the Master Developer in connection with the Operation, establishment, construction, provision, repair and maintenance of the Master Community Common Facilities and related Infrastructure in the Master Community; (xiii) the costs incurred in administering and enforcing this Master Community Declaration including the Master Community Regulations; (xiv) the costs incurred in connection with the governance, administration and management of the Master Community (including fees incurred from time to time in developing and/or amending the Master Community Declaration, the Master Community Regulations and developing strategies and guidelines for improving processes and procedures within the Master Community and preparing any other documents contemplated in this Master Community Declaration) including legal, accounting and other professional fees (including those charged or incurred by the Master Developer); (xv) costs associated with the marketing and promotion of the Master Community; (xvi) the Community Management Fee (including the costs associated with appointing a third party to collect such fee); and (xvii) the costs of the Master Community Core Services provided in relation to the Master Community Common Facilities; <p>(b) administrative costs;</p> <p>(c) the fees payable to any Suppliers; and</p> <p>(d) any other amounts determined by the Master Developer and/or Community Management Company in their absolute discretion to be General Fund Expenses, but excluding:</p> <ul style="list-style-type: none"> (a) any costs associated with any areas and facilities where the Operational responsibility has been Dedicated to a Relevant Authority to the extent that the responsibility for such costs has been accepted by that Relevant Authority; (b) any capital expenditure incurred in the initial construction of the Master Community Common Facilities; and (c) any promotional or advertising costs incurred in relation to the Disposal or Lease of any Master Developer Retained Area;
Governance Documents	means the governance documents that are Registered or intended to be Registered and are required under the Applicable Laws that regulate such Property (or any part thereof), including any governance documentation, Building Management Statements and rules of Subdivided Property;
Hotel	means a building or any part thereof operated as a hotel or hotel apartments serviced apartments and/or furnished apartments;
Improvements	means the carrying out of building, engineering or other operations in over or under land including the construction of a temporary or permanent moveable or immovable structure or the removal and demolition of existing structures, including: <ul style="list-style-type: none"> (a) mechanical, electrical or other system; (b) civil and structural works; (c) works to Utility Services; (d) a fence; and/or (e) a mast pole or a telecommunications equipment;

Infrastructure	means the infrastructure, which is provided or procured by the Master Developer for the proper functioning of the Master Community, and includes Utility Infrastructure;
Insurances	<p>with respect to any Property (excluding any Development Plots, Future Development Plot or Master Developer Retained Areas owned by the Master Developer) means:</p> <ul style="list-style-type: none"> (a) property all risks insurance for the full replacement cost of all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the Property (as applicable), if any; (b) comprehensive general liability insurances; (c) in the case of any development or subsequent periods of repair or restoration only – contractors all risk insurance (in the joint name of the contractors and the Owner including public / third party liability insurance; and (d) any other insurance that the Master Developer considers appropriate from time to time, <p>and, with respect to any of the Master Community Common Facilities (whether in Master Developer Retained Areas or not):</p> <ul style="list-style-type: none"> (a) property all risks insurance for all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the Master Community Common Facilities for such amount as considered appropriate by the Master Developer; (b) comprehensive general liability insurances; (c) machinery breakdown insurance for the full replacement cost of all plant, equipment and machinery on the Master Community Common Facilities; (d) workmen's compensation insurances in respect of all personnel covering the provision of Applicable Laws containing an employer's liability extension; (e) in relation to a Property utilised as a Hotel – such appropriate and applicable hoteliers liability insurances for that part of the Property relating to the permitted operation of a Hotel (where applicable); and (f) any other insurance that the Master Developer considers appropriate from time to time.
Insurer's Valuation Basis	means the determination by the insurer of the Master Community Common Facilities (or the Master Developer) taking into consideration the use of the Property, the relative cost of reinstating the Property and any other matters considered relevant by the insurer of the Master Community Common Facilities;
Invitee	means any person or entity using or occupying a Property including the Owner's or Occupier's Suppliers, Visitors, servants, agents and employees;
JOP Law	means Law No. (6) of 2019 Regulating the Joint Ownership of Real Estate in the Emirate of Dubai and any orders, decisions, instruments, notices, rules, by-laws, codes, ordinances, regulations, requirements, directions or other legislative tools, enactments or replacement laws of any governmental, quasi-governmental, judicial authority or administrative agency issued in relation to such law or the subdivision of multiply-owned property in Dubai;
Landscaped Area	means all applicable external landscaped areas, paved areas, plazas, water features, fountains, gardens, parks, green areas, public areas, and the like within the Master Community Common Facilities;
Lease	means any lease, licence, vacation rental, short term let or other right of possession or occupancy, or any grant or taking on of the foregoing (as applicable) immaterial of the term;
Licence	means a licence issued by a Relevant Authority required pursuant to Applicable Laws which must be held by an Owner or Occupier in order to carry out any commercial activity it intends to carry out from the Property (or part thereof) as applicable;
Losses	means actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability, including any liability for any injury to any person or any damage to any land, Property, contents, Major Structures, Infrastructure, Utility Infrastructure or any other part of the Master Community immaterial of its ownership;

Major Structures	means the bridges, tunnels, vehicular overpasses, and other major structures within (or adjacent to and serving) the Master Community;
Maximum Permitted GFA	means the maximum permitted gross floor area allocated to and permissible in respect of a Property as calculated and determined by the Master Developer (in its absolute discretion), and as specified in the Sales Documentation, the Approved Plans or as is otherwise communicated by the Master Developer (including any variations thereto);
Master Community	means the residential and commercial districts of the master planned development known as " Dubai South Residential District " developed by the Master Developer (and/or its Affiliates) as depicted on the Master Community Plan, and includes all and any extensions of or reductions to the Master Community by the Master Developer as approved by the Relevant Authorities from time to time;
Master Community Common Facilities	means those areas and facilities for the shared use of Owners and Occupiers and which support the Operation of the Master Community and are designated as such by the Master Developer pursuant to clause 15;
Master Community Common Facilities Plan	means the plan for the Master Community Common Facilities prepared by the Master Developer and approved by the Relevant Authorities, as the same may be amended by the Master Developer from time to time in accordance with this Master Community Declaration and the requirements of the Relevant Authorities;
Master Community Core Services	means the services that are required to be provided to the Master Community and the Properties in an integrated and coordinated manner and any other service determined to be a "Master Community Core Service" by the Master Developer from time to time;
Master Community Declaration	means this declaration which sets out the terms and conditions that govern the management, use and Operation of the Master Community, as may be amended by the Master Developer from time to time in accordance with this Master Community Declaration and the requirements of the Relevant Authorities;
Master Community Expenses	means the General Fund Expenses and the Reserve Fund Expenses;
Master Community Regulations	means the rules and regulations issued by the Master Developer including the Development Control Regulations and any other such rules and regulations as may be issued by the Master Developer from time to time including any variations thereto;
Master Community Road Network	means those Community Roads (if any) that provide vehicle access to the Properties throughout the Master Community (the Operation of some of which may have been, or are intended to be delegated or Dedicated to the Relevant Authority);
Master Community Service Charges	means the service charges payable by Owners to the Master Developer or Community Management Company (or their authorised nominees) representing the assessment of the Owners' respective proportionate share of Master Community Expenses determined in accordance with the Weighted Proportion of the Owners' respective Property raised in accordance with this Master Community Declaration;
Master Community Utility Infrastructure	means the Utility Infrastructure applicable to the Master Community Common Facilities;
Master Developer	means Dubai Aviation City Corporation, a company duly incorporated and existing under the laws of the Emirate of Dubai and the Federal Laws of the UAE (together with its Affiliates, respective assigns, transferees, successors-in-title) or any other entity or Relevant Authority as may assume responsibility for the Operation, development, management or control of the Master Community from time to time. A reference in this Master Community Declaration to the Master Developer includes the Community Management Company acting for and on behalf of the Master Developer under the power and authority delegated to the Community Management Company by the Master Developer pursuant to clause 5.3 ;
Master Developer Retained Areas	means any Property (including any Development Plot, Future Development Plot or area of land identified as such on the Master Community Plan) owned by the Master Developer (or an Affiliate of the Master Developer) that has been retained by the Master Developer in its private capacity for its own commercial use or future sale;
Master Community Plan	means the Master Community Plan for the Master Community prepared by the Master Developer and approved by the Relevant Authorities, as the same may be amended by

	the Master Developer from time to time in accordance with this Master Community Declaration and the requirements of the Relevant Authorities;
Minor Projections or Encroachments	means any projection or encroachment of any Building or structure by the Master Community Common Facilities over an adjoining Property that is minor in nature and does not impact the Owner's use or enjoyment of its Property;
Mortgage	means a mortgage, pledge, charge, lien, assignment by way of security or a possessory pledge granted over a Property (or any part thereof);
Mortgagee	means a bank, financial institution or other lender that has been granted a Mortgage over a Property whether based in the UAE or in any other part of the world;
Occupier	means any occupier, tenant, licensee or person with any other right of possession or occupation (including any Mortgagee in possession) of a Property (or any part thereof);
Operating Account	means the bank account(s) opened and maintained by the Master Developer with a reputable bank in the UAE for the purpose of holding the General Fund and applying such funds in payment of the Master Community Expenses or otherwise in accordance with this Master Community Declaration;
Operating Year	means the period commencing on 1 January and expiring on 31 December every year (or such other yearly period as may be determined by the Master Developer from time to time);
Operation	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where necessary) renovation and renewal and " Operate ", " Operating " and " Operational " shall have corresponding meanings;
Owners	means the owners of a Property, including owners whose registration of title is still pending and " Owner " shall have a corresponding meaning. A reference in this Master Community Declaration to an " Owner " or to " Owners " includes a reference to the Unit Owners within a Property that has been Subdivided;
Payment Notice	means a notice issued in accordance with clause 28.8(a) and/or clause 28.1128.11(b) ;
Permitted Use	has the meaning as defined in clause 25.1 ;
Permitted Use Allocations	means the use and load allocations (including without limitation, the permitted power load, utility allocations, maximum height, minimum boundary setback, vehicle trips and Maximum Permitted GFA) which are determined by the Master Developer and Relevant Authorities, in accordance with the Master Community Plan and are as specified in the relevant Sales Documentation or as otherwise Consented to by the Master Developer;
Plot	means a plot within the Master Community and (where the context so requires) a reference to Plot includes a reference to any Buildings constructed on such Plot and to any Units created upon the Subdivision of such Buildings. For the purpose of this Master Community Declaration, a reference to "Plot" includes a reference to a Development Plot and a Future Development Plot;
Plot Owner	means the Owner of a Plot (whether an entity or natural person) including its heirs, successors-in-title and permitted successors and assigns and in the case of a Plot which has been Subdivided, the Plot Owner refers to the Owners collectively, represented by their appointed Building Manager;
Property	means a Future Development Plot, a Plot (including a Development Plot), a Building, a Unit (in each case, as the context so determines) and whether multiply owned and Subdivided or single-owned. A reference to a Property includes all of the Units and Common Area within such Property;
Public Access Easements	means the public access easements within a Property as reserved by the Master Developer with the Owner of the relevant Property and shall include all Infrastructure and Utility Services as may be required by the Master Developer to facilitate the Operation of such easements;
Redevelop or Redevelopment	means any Alteration, replacement, removal or redevelopment of any area or facility within the Master Community;
Registration	means registration of the relevant document, plan or any other registerable instrument with the Relevant Authority, and the terms " Register " and " Registering " shall have corresponding meanings and " Registration " is the completion of this process;

Relevant Authority	means any competent governmental authority having jurisdiction, by virtue of Applicable Laws or otherwise, over any aspect of the Master Community, including the registration of title ownership for the Properties and the Operation of the Master Community (including any regulator appointed pursuant to any Applicable Laws). Such authorities include:
	(a) Dubai Aviation City Corporation; (b) RERA; (c) the Dubai Land Department; (d) the Government of the UAE; (e) the Government of the Emirate of Dubai; (f) the RTA; (g) Dubai Municipality; (h) Dubai Department of Tourism and Commerce Marketing; and (i) any service provider approved by the Master Developer and having jurisdiction over the Master Community (including the Dubai Electricity and Water Authority (DEWA) and/or the Community Management Company).
Representative	means a natural person appointed by an Owner as a representative of that Owner;
RERA	means the Real Estate Regulatory Authority which forms part of the Dubai Land Department;
Reserve Fund	means the reserve fund established by the Master Developer pursuant to clause 28.4(a)(ii) ;
Reserve Fund Expenses	means all costs, expenses, fees and other outgoings incurred by the Master Developer in paying for renewals, refurbishments, improvements, upgrades, repairs and/or replacements of the Master Community Common Facilities of a capital nature, and costs associated with establishing and maintaining the Reserve Fund;
Reserve Fund Forecast	means a study of the reserve funds required to be collected from the Owners and deposited into the Reserve Fund over a rolling ten (10) year period from the date of the forecast in order to pay for the capital repair, maintenance and replacement of the Master Community Common Facilities;
RTA	means the Dubai Roads and Transport Authority;
Sales Documentation	means the sales documentation entered into between the Master Developer (or its Affiliate) and the first Owner of a Property and any subsequent Transferee of the same (as the case may be);
Security Access Device	is a key, magnetic card, automated number plate recognition camera or other device used to open and close doors, access gates or locks or to operate alarms, security systems or communication systems within the Master Community;
Security System	means any centralised security system within the Master Community (but excluding those systems dedicated to Buildings) that monitors and controls security equipment including cameras, sensors, monitors, movement detectors, alarms and Security Access Devices;
Signage	means any sign, billboard, poster, placard, banner, Façade, lights, embellishments, names, notices, hoardings, promotional signage during or after construction, advertisements or the like;
Special Master Community Charge	means a service charge raised by the Master Developer pursuant to clause 28.11 ;
Subdivided Property	means the subdivision of a Property (or any part thereof) into further Units and Common Areas in accordance with the Applicable Laws, and the terms “ Subdivide ” and “ Subdivision ” shall have corresponding meanings;
Supplementary Master Community Service Charges	means any additional Master Community Service Charges levied on an Owner for an additional access or service provided to its Property;
Supplier	means any consultant, contractor, tradesperson or the like who provides services to the Master Community including services in connection with the Operation of the Master

	Community Common Facilities or provides such services to an Owner and/or Occupier in respect of a Property;
Transferee	means any person or entity that receives or is to receive any whole or partial interest in a Property including any purchaser, transferee or the like and includes any person or entity that will receive a controlling interest in the Owner following a Change of Control of such Owner;
UAE	means the United Arab Emirates;
Unit	means a unit (such as an apartment, villa, office or retail outlet) within a Property as defined in the JOP Law which has been formed upon the Subdivision of a Property and as depicted on the relevant Approved Plans of Subdivision;
Unit Owner	means the owner of a Unit including his heirs, successors-in-title and permitted successors and assigns;
Upgrading or Redevelopment Works	means any upgrading or redevelopment works to existing Master Community Common Facilities to provide for greater efficiency, capacity or generally improve the benefit of such facilities to the Master Community. For example (such example being non-exhaustive), works undertaken to change, widen or add to the Master Community Utility Infrastructure and Master Community Road Network will be considered to be part of the Master Developer's Upgrading or Redevelopment Works;
Utility Infrastructure	means the plant, equipment and systems by which the Utility Services are supplied to the Properties and Master Community Common Facilities including electricity, networks, substations, generators, lighting systems, gas systems and equipment, water and storage systems, heating and cooling systems, air conditioning systems (including district cooling and chilled water), waste storage and treatment facilities, tanks, water pipes, water mains, gas pipes and flues, electrical wiring and conduits, telecommunication equipment and bulk meters for measuring the reticulation or supply of Utility Services (and such other utility supplied to the Master Community considered as a Utility Infrastructure by the Master Developer and or the Relevant Authorities);
Utility Service Provider	means the provider of a Utility Service;
Utility Services	means the utility services provided to the Master Community (or any part thereof) by a Supplier, the Master Developer or any other Relevant Authority, and includes Shared Utility Services;
Visitors	means an Owner's or Occupier's invited visitors to the Master Community including an Owner's or Occupier's customers, guests and family members;
Weighted Proportions	means the proportion of the Master Community Expenses attributable to each Property as determined by the Master Developer from time to time taking into consideration the use, location, plot development status and size of the Property and the draw on the resources of the Master Community Common Facilities; and
Works	means any fit out works, building works, Improvements, Alterations or landscaping works proposed to be undertaken by an Owner or Occupier to its Property.

Part B – Interpretation

The following rules of interpretation shall apply to the Master Community Declaration, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Master Community Declaration;
- (b) words importing the neuter gender shall include the masculine or feminine gender (as applicable) and words importing the masculine gender only shall include the feminine gender and vice versa;
- (c) words importing the singular number shall include the plural number and vice versa;
- (d) the words “other”, “include(s)” and “including” will not limit the generality of any preceding words or be construed as being limited to the same class as any subsequent words where a wider construction is possible;
- (e) if there is more than one person or entity comprising a party, then all such persons or entities comprising the party will be jointly and severally liable for the obligations of that party under the Master Community Declaration;
- (f) any reference to:
 - (i) a statute or a statutory provision:
 - (A) will be construed as a reference to it as amended, supplemented, varied, consolidated, modified, extended, re-enacted or replaced from time to time; and
 - (B) includes a reference to any order, legislative instrument, regulation or other subordinate legislation made from time to time under the relevant statute or statutory provision;
 - (ii) a “person” includes:
 - (A) an individual, corporate entity (wherever incorporated), unincorporated association, firm, association, trust or partnership (whether or not having separate legal personality), Relevant Authority or two (2) or more of the foregoing;
 - (B) the person’s executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns (immediate or otherwise); and in the case of persons that are not natural persons – any successor or replacement person; and
 - (C) in the case of persons that are not natural persons – any successor or replacement person;
 - (iii) a thing is a reference to the whole and each part of it collectively and each of them individually;
 - (iv) a group of persons is a reference to all of them collectively, to any two (2) or more of them collectively and to each of them individually;
 - (v) a “successor” shall be construed so as to mean a successor in title of a person and any person who under the Applicable Laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of such a person or to which, under such laws or by agreement or otherwise, such rights and obligations have been transferred;
 - (vi) a document (including the Master Community Declaration) includes a reference to such document as amended, restated, supplemented, varied or novated from time to time in accordance with its terms; and
 - (vii) a clause is a reference to a clause of the Master Community Declaration;
- (g) where any word is defined in the Master Community Declaration, and a grammatical variation of such word is capitalised but not defined, such grammatical variation shall have a corresponding meaning to the definition of such word;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Master Community Declaration or any part of it;
- (i) a reference to an association or body which has ceased to exist includes the association or body established in place of the association or body to serve substantially the same purposes;

- (j) unless otherwise expressly stated, where a party's consent is required to a thing, it shall be implied that such party shall not unreasonably withhold or delay its consent; and
- (k) a covenant by a party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing.