



2021

MASTER COMMUNITY DECLARATION



Dubai Healthcare City-Phase 1



CONTENTS

PART A - BACKGROUND	4
PART B - OPERATIVE SECTION	7
PART C - GENERAL TERMS	8
1. DEFINITIONS AND INTERPRETATION	8
1.1 Definitions.....	8
1.2 Interpretation	13
2. BINDING EFFECT & RESTRICTION ON TITLE.....	14
2.1 Binding Effect	14
2.2 Restriction on title.....	14
2.3 Obligation of Owners.....	14
3. EASEMENT RIGHTS AND LAND COVENANTS.....	14
3.1 Access.....	14
3.2 Easements in favour of the Master Developer, DHCC Management Organisation and Utility Providers	14
3.3 Further easements and General Land Covenants	15
4. THE FUNCTION, RIGHTS AND OBLIGATIONS OF DHCC MANAGEMENT ORGANISATION & MASTER DEVELOPER	15
4.1 Management Function.....	15
4.2 Administrative Function.....	16
4.3 Management fees.....	17
4.4 Contractor warranties	17
4.5 Rights of the Master Developer	17
4.6 Other Obligations on the Master Developer	18
4.7 Obligations on the DHCC Management Organisation.....	19
4.8 DHCC Management Organisation's right to manage (or approve the appointment of a manager for) Jointly Owned Properties	19
4.9 Concessions in relation to the Common Use Facilities.....	20
4.10 Phased provision of Common Use Facilities and Utilities Infrastructure	20
4.11 Audit obligation.....	20
4.12 Limitations & indemnity	20
5. THE RIGHTS AND OBLIGATIONS OF OWNERS.....	21
5.1 Rights of Owners.....	21
5.2 Obligations of Owners.....	21
5.3 No ability to surrender rights in relation to Common Use Facilities	21
5.4 Obligation to use Utility Services.....	21
5.5 Amenity Plots	22
5.6 Attractor Plots.....	22

5.7	Classification of Amenity Plots and Attractor Plots	22
5.8	Owners of Singly Owned Plots	22
6.	ADMINISTRATIVE RULES & OBLIGATIONS.....	23
6.1	Master Community Rules	23
6.2	Sub-division of Plots and Building Volumes	24
6.3	Jointly Owned Properties	24
6.4	Other services to be supplied at Master Community level.....	25
6.5	Insurances	25
7.	PAYMENT OF MASTER COMMUNITY SERVICE CHARGES	26
7.1	Due Date for Payment.....	26
7.2	Master Community Service Charges form a lien or charge.....	26
7.3	Termination or Cessation of Supplies.....	27
7.4	Right to reject applications or delay approvals	27
7.5	Other Sums owing under the Master Community Declaration.....	27
8.	GENERAL.....	27
8.1	Amendments	27
8.2	Intellectual Property.....	27
8.3	Severability	28
8.4	Notices	28
8.5	No Partnership	28
8.6	No Third Party Rights	28
8.7	Applicable Law & Disputes	28
	PART D - SCHEDULES	30
	SCHEDULE 1 SITE PLAN.....	31
	SCHEDULE 2 MASTER COMMUNITY RULES	33
	SCHEDULE 3 REGISTER RULES.....	45
	SCHEDULE 4 INSURANCE REQUIREMENTS.....	49
	SCHEDULE 5 DECLARATION OF ADHERENCE	51
	SCHEDULE 6 GENERAL LAND COVENANTS	54
	SCHEDULE 7 FINES AND PENALTIES SCHEDULE.....	56

PART A - BACKGROUND

- (A) DHCC Phase 1 is a master community developed by the Master Developer on the Project Land. It is located near the central business district of Dubai in the UAE and is an ungated master community at its outer boundaries, giving direct access to various parts of the Project Land from the surrounding major roads.
- (B) It combines a mix of different uses including health clinics, office, retail, general commercial, hospitality, residential, civic and amenities, together with various shared areas and infrastructure, and is referred to as the “Master Community” in this Master Community Declaration.
- (C) The Master Community is being developed in phases and is governed, managed and operated pursuant to this Master Community Declaration. It comprises:
- (i) Plots (comprising Singly Owned Plots, Jointly Owned Properties, Attractor Plots and Amenity Plots);
 - (ii) Common Use Facilities; and
 - (iii) Utilities Infrastructure.
- (D) In accordance with the approvals of the Relevant Authorities, the Master Developer is responsible for the development and ongoing management of the Master Community. From a development perspective, the Master Developer maintains its rights, without objection or interference, to develop the Master Community in accordance with the Master Plan and the approvals and requirements of the Relevant Authorities and amend the Master Plan from time to time in its discretion and without objection. It does so in addition to any other rights it has under this Master Community Declaration.
- (E) From an ongoing governance and management perspective, the Master Developer has appointed the DHCC Management Organisation to undertake this role in accordance with the provisions of this Master Community Declaration. The DHCC Management Organisation is either a separate division within the Master Developer corporate structure or a separate company set up and wholly owned by the Master Developer. The fundamental principle in this regard is to allow the DHCC Management Organisation to operate on a cost recovery basis and discharge its functions and responsibilities separately from the “development” related activities of the Master Developer.
- (F) The DHCC Management Organisation has the authority to:
- (i) govern and manage the Master Community in accordance with this Master Community Declaration and (where necessary) the directions of the Master Developer;
 - (ii) approve the Community Budget and authorise the collection of the Master Community Service Charges;
 - (iii) enforce payment of Master Community Service Charges;
 - (iv) administer, or assist in the administration of, the Real Estate Register in coordination with the Relevant Authority and in accordance with the Register Rules including with regard to the creation or transfer of Real Estate Interests;
 - (v) create, supervise, administer and enforce the Design Standards and Architectural Standards pertaining to any Works undertaken within the Master Community;
 - (vi) create, supervise, administer and enforce the Facilities and Community Management Standards in respect of the Master Community;
 - (vii) impose fines and penalties (including the fines and penalties set out in Schedule 7) against Owners and Occupiers (and other users of the Master Community, as applicable) and take enforcement action generally for breaching or failing to comply

- with provisions of this Master Community Declaration (including the Master Community Rules);
- (viii) administer this Master Community Declaration generally;
 - (ix) charge management fees in discharging its duties and incorporate such fees within the Community Budget; and
 - (x) delegate its functions in its discretion (e.g. appoint a managing agent (including a 3rd party community manager) to act on behalf of the DHCC Management Organisation and discharge the DHCC Management Organisation's roles and responsibilities).
- (G) Plots within the Master Community may be developed on a built to lease or built to sell basis by the Master Developer or selected Sub-developers in accordance with the Master Plan.
- (H) Pursuant to the Register Rules, Plots developed on a built to sell basis can be subdivided into Building Volumes, Units and Common Areas to form Jointly Owned Properties. All Common Areas created upon such subdivision and related services must be managed in accordance with the Facilities and Community Management Standards.
- (I) Plots may also comprise Attractor Plots or Amenity Plots owned by the Master Developer or a third party Owner. Attractor Plots may comprise sports or recreational attractions. Amenity Plots may comprise libraries, police or security stations. In each case, and subject to the DHCC Management Organisation's discretion, if an Amenity Plot or an Attractor Plot:
- (i) operates on a commercial "for profit" basis, the Amenity Plot or Attractor Plot is required to pay Master Community Service Charges;
 - (ii) is deemed by the DHCC Management Organisation to operate as a Common Use Facility, the Amenity Plot or Attractor Plot will be treated as a Common Use Facility in accordance with this Master Community Declaration and become the subject of Master Community Service Charges; or
 - (iii) has a public or civic use (e.g. certain government facilities), the Amenity Plot or the Attractor Plot may be excluded from an obligation to pay Master Community Service Charges.
- (J) The Common Use Facilities will be developed in stages and owned by the Master Developer. The DHCC Management Organisation is authorised to operate and manage and control the use of the developed Common Use Facilities on behalf of the Master Developer in accordance with this Master Community Declaration.
- (K) Subject to the Jointly Owned Property Law, the DHCC Management Organisation is entitled to use the Common Use Facilities for generating revenues such as granting advertising rights (and erecting or installing signage accordingly), holding events and levying parking tariffs. Subject to paragraph (L) below, and the provisions of this Master Community Declaration generally, surplus funds remaining after payment or reimbursement of all costs incurred by the DHCC Management Organisation in connection with such activities will be paid to the Community Fund and used to reduce Master Community Service Charges paid by Owners in the next Community Budget.
- (L) Subject to the Jointly Owned Property Law, the Master Developer may require the use of certain Common Use Facilities (including any Attractor Plots or Amenity Plots deemed as Common Use Facilities) for its own commercial purposes from time to time (including for the purposes of erecting signage and associated advertising). In these circumstances, the Master Developer will consult with the DHCC Management Organisation and agree the terms of the arrangement and comply with the associated requirements in this Master Community Declaration.
- (M) Subject to the arrangements agreed under paragraph (L), the costs associated with using Common Use Facilities for revenue generating purposes intended to only benefit the Master Developer will not form part of Master Community Service Charges.

- (N) The Utilities Infrastructure will be developed and owned by the Master Developer (with the exception of certain nominated infrastructure including substations). All Utilities are provided by the Utility Providers. Consumption of Utilities is either billed directly to Owners or Occupiers by the Utility Providers, or to DHCC Management Organisation on a bulk basis and proportionately allocated and invoiced to Owners by the DHCC Management Organisation. Every Owner or their Occupier must enter into a Utilities Services Agreement for the supply of Utilities prior to taking possession of their Plot, Building Volume or Unit.
- (O) Master Community Service Charges are assessed on Owners on a proportionate basis having regard to the established Participation Quotas and such other methodologies adopted by the DHCC Management Organisation to achieve a fair and equitable allocation of costs across the Master Community. The DHCC Management Organisation is responsible for issuing, collecting and enforcing the payment of Master Community Service Charges from Owners.
- (P) Some Common Use Facilities may only benefit certain parts of the Master Community. In these cases, the DHCC Management Organisation shall determine which parts have the beneficial use of these Common Use Facilities (and the extent to which they do) and the respective Owners responsible for contributing towards the cost of their operation, maintenance and replacement. The creation of such service charge “zones” should facilitate a more fair and equitable approach to the calculation of Participation Quotas and Master Community Service Charges.
- (Q) Owners may not object to the calculation of Master Community Service Charges, or the methodologies adopted for this purpose.
- (R) Owners of Units or Building Volumes are required to contribute to the costs incurred in the management and administration of the relevant Jointly Owned Property and pay Common Area Charges. This is in addition to the Master Community Service Charges payable by Owners. Practically, the relevant proportion of the Master Community Service Charges payable by Owners will either form a component of the Common Area Charges imposed or invoiced directly by the DHCC Management Organisation.
- (S) Owners must ensure that their Occupiers comply with the terms of this Master Community Declaration.
- (T) The terms of this Master Community Declaration (including all Parts and Schedules) are binding on all Owners and Occupiers in the Master Community and form a binding restriction on each title deed. The Master Developer and the DHCC Management Organisation are each entitled (jointly and severally) to enforce the terms of this Master Community Declaration.

PART B - OPERATIVE SECTION



1. This Master Community Declaration comprises:
 - (a) Part A - Background;
 - (b) Part B - Operative Section (i.e. this Operative section including the declaration below);
 - (c) Part C - General Terms; and
 - (d) Part D - Schedules.

2. Each Plot, Building Volume and Unit is sold, owned, occupied and used subject to the terms of this Master Community Declaration. This Master Community Declaration is registered:
 - (a) in accordance with the Jointly Owned Property Law; and
 - (b) with the DHCC Management Organisation as a restriction against the title of all Plots, Building Volumes and Units in the Real Estate Register.

3. Every Owner agrees, declares and undertakes for the benefit of the Master Developer, the DHCC Management Organisation and all other Owners that this Master Community Declaration has the form of a restriction on title to the Plots, Building Volumes and Units and is equally binding in relation to each.

DECLARATION:

Declared on **Jan 2021** (“Effective Date”) at Dubai, in the UAE by:

<p>EXECUTED by Dubai Healthcare City FZ LLC (in its capacity as “Master Developer”)</p> <p><u>Name:</u> Mr. Jamal Ahmad Abdulsalam Chief Executive Officer</p> <p><u>Signature:</u>  <small>SigID: fe8c44b684484af26f1a41cc320862700c827ae8c0dcaaa56</small></p> <p>19/01/2023</p>	<p style="text-align: center;">[Company stamp]</p> <div style="text-align: center;">  </div>
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PART C - GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Affiliate	means any person or body corporate that directly or indirectly controls or is controlled by or is under common control of a person or body corporate whether by law or contract.
Amenity Plots	means any Plots within the Master Community that are set aside for community or amenity purposes such as schools, child-care centres, community centres, libraries, management offices, police or other government services, hospitals or clinics.
Applicable Law	means any laws, decrees, regulations, directions, bylaws or directives having the force of law that are applicable to the circumstances in the Emirate of Dubai in the UAE.
Architectural Standards	means the procedures, methods of construction, engineering requirements and other standards prescribed by the DHCC Management Organisation from time to time.
Attractor Plots	means Plots within the Master Community that are set aside for the purpose of recreation or attracting the general public to the Master Community such as swimming pools, sports stadiums, theme parks, amusement parks, museums and galleries (if any).
Building Volume	means a building that is part of a larger mixed use Jointly Owned Property for example an office tower or component in a retail, residential and office project.
Business Day	means Sunday to Thursday and excludes any public sector holidays in the Emirate of Dubai in the UAE.
Car Parking Areas	means those parts of the Common Use Facilities set aside for the parking of vehicles.
Common Area Budget	means the budget for the anticipated expenditure necessary for the administration, operation, repair, maintenance and replacement of the Common Areas in any Jointly Owned Property. The Common Area Budget may include a share of the budgeted Master Community Service Charges having regard to the Participation Quota for the Jointly Owned Property (unless invoiced in a different way, in the DHCC Management Organisation's discretion).
Common Area Charges	means the share of the Common Area Budget payable by the Owner of a Building Volume or Unit having regard to the Participation Quota established for that Building Volume or Unit.
Community Budget	means the annual budget prepared by the DHCC Management Organisation for the anticipated expenditure for the administration, operation, repair, maintenance and replacement of the Common Use Facilities and performance by the DHCC Management Organisation of its functions under this Master Community Declaration and which will include a contribution to a reserve fund for future capital replacement costs.
Common Use Facilities	means all areas, facilities, goods and services administered by

	<p>the DHCC Management Organisation including:</p> <ul style="list-style-type: none"> (a) those Common Use Facilities shown on the Site Plan; (b) roads, bridges, pavements, parks, mechanical equipment, landscaped and beautification areas; and (c) contracts for shared goods or services.
Community Fund	means the accounts pertaining to the Common Use Facilities into which the Master Community Service Charges are deposited into.
Declaration of Adherence	<p>means the agreement to be signed by any prospective transferee of a Plot, Building Volume or Unit in the form set out in Schedule 5 (or such other form as the DHCC Management Organisation may require from time to time), pursuant to which any transferee agrees to abide by and perform their obligations as an Owner under:</p> <ul style="list-style-type: none"> (a) this Master Community Declaration; and (b) if the transfer relates to a Building Volume or Unit, the Jointly Owned Property Declaration(s) for the Jointly Owned Property.
Design Standards	means the engineering, design, architectural and related themes and standards as determined by the DHCC Management Organisation from time to time.
DHCC Management Organisation	<p>means the “DHCC Phase 1 Management Organisation” appointed to govern and manage the Master Community pursuant to the terms of this Master Community Declaration. In the discretion of the Master Developer, the DHCC Management Organisation is either:</p> <ul style="list-style-type: none"> (a) the Master Developer (in a capacity that is separate from its master development role); or (b) an Affiliate nominated by the Master Developer (or any successor body).
DLD	means the Dubai Land Department in the Emirate of Dubai or equivalent Relevant Authority established from time to time as its successor.
Effective Date	means the date specified in the Operative Section of this Master Community Declaration as being the date which this Master Community Declaration takes effect.
Facilities and Community Management Standards	means the procedures and standards of management of the buildings, gardens and other improvements within the Master Community as required by the DHCC Management Organisation.
Intellectual Property	means the logos of the Master Developer, its Affiliates, the Utility Providers or the DHCC Management Organisation, and their trademarks, service marks, trade names, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials whether or not registered or capable of registration.
Jointly Owned Property	means a Plot and associated building that is subdivided into:

	<p>(a) Units or Building Volumes; and</p> <p>(b) Common Areas,</p> <p>in accordance with the Jointly Owned Property Law and the requirements of the Relevant Authorities (e.g. DLD and RERA).</p>
Jointly Owned Property Declaration	means the declaration or by-laws document that regulates a Jointly Owned Property.
Jointly Owned Property Law	means Law No (6) of 2019 Concerning Ownership of Jointly Owned Property in the Emirate of Dubai and the regulations, directions, notices, circulars etc. that apply, or issued in support of this law from time to time. The Jointly Owned Property Law also includes such amendments or the replacement of this law or the regulations, directions, notices, circulars etc. that apply from time to time.
Management Company	means the management company appointed to manage and administer a Jointly Owned Property. In accordance with this Master Community Declaration and the Jointly Owned Property Law, the DHCC Management Organisation, an Affiliate of the DHCC Management Organisation or any other third party approved by the DHCC Management Organisation (as determined by the DHCC Management Organisation in its discretion) is required to be appointed as the Management Company for a Jointly Owned Property in the Master Community.
Master Community	means the entire master community known as “Dubai Healthcare City Phase 1” or “DHCC Phase 1” in Dubai, UAE, as shown on the Site Plan.
Master Community Declaration	means this master community declaration which regulates the Master Community (including all Parts and Schedules).
Master Community Rules	means the rules relating to the Master Community as issued by the DHCC Management Organisation from time to time and which as at the Effective Date are as set out in Schedule 2.
Master Community Service Charges	means an Owner’s share of the Community Budget having regard to their Participation Quota established for the Plot.
Master Developer	means Dubai Healthcare City FZ LLC and includes any successors in title or permitted assigns pursuant to the terms of this Master Community Declaration.
Master Plan	means the Master Developer’s master plan for the development of the Master Community approved by the Relevant Authorities (as amended by the Master Developer from time to time).
Occupier	means any tenant or licensee or other party having Possessory Rights in relation to a Real Estate Interest.
Owner	<p>means the owners from time to time of a Plot, Building Volume or a Unit and includes any owners whose title is pending (including their heirs, successors-in-title and permitted successors and assigns) and where:</p> <p>(a) there is more than one owner, “Owner” means each of such owners on a joint and several basis;</p> <p>(b) in respect of Jointly Owned Property, “Owner” means the</p>

	<p>Management Company for that Jointly Owned Property (acting for and on behalf of all the owners of Units in the Jointly Owned Property); and</p> <p>(c) to avoid doubt, the Master Developer in respect of any Plots, Building Volumes or Units it the Master Developer owns.</p>
Participation Quota	<p>means:</p> <p>(a) in the context of a Plot, the percentage share of the total annual Community Budget allocated to and payable by an Owner as determined by the DHCC Management Organisation; and</p> <p>(b) in the context of a Unit or Building Volume, the percentage share of the Common Area Charges allocated to and payable by an Owner as determined in accordance with the Applicable Laws, the requirements of the Relevant Authorities and the Register Rules.</p>
Party	<p>means a party to a dispute for the purposes of Clause 8.7 of this Master Community Declaration, and “Parties” has a corresponding meaning.</p>
Plot	<p>means a plot of land within the Master Community and, where context requires, includes any buildings or improvements upon that Plot.</p>
Possessory Rights	<p>means the right to occupy or be in possession of a Plot, Building Volume or Unit as defined in the Register Rules.</p>
Project Land	<p>means the land shown on the Site Plan.</p>
Real Estate Interest	<p>has the meaning given to it in the Register Rules.</p>
Real Estate Register	<p>means the register of Real Estate Interests maintained by the DHCC Management Organisation in accordance with the requirements of the Relevant Authorities (as applicable) and the Register Rules.</p>
Register Rules	<p>means the rules regarding the creation, registration, transfer or transmission of Real Estate Interests as set out in Schedule 3.</p>
Registration Fees	<p>means any costs or charges of the DHCC Management Organisation or Relevant Authorities pertaining to the Transfer of any Real Estate Interest.</p>
Relevant Authority	<p>means any governmental or semi-governmental body having jurisdiction over the issue in question and includes the Master Developer, the DHCC Management Organisation and the Utility Providers.</p>
RERA	<p>means the Real Estate Regulatory Agency in the Emirate of Dubai or equivalent Relevant Authority established from time to time as its successor.</p>
Schedules	<p>means the schedules to this Master Community Declaration.</p>
Short-term License	<p>means any legally licensed short term accommodation arrangement or other arrangement for short term access to or use of an area as approved by the DHCC Management</p>

	Organisation from time to time.
Site Plan	means the plan set out in Schedule 1 as amended by the Master Developer from time to time.
Singly Owned Plots	means Plots that are not the subject of a Jointly Owned Property.
Sub-developers	means those developers approved by the Master Developer to develop Plots in the Master Community.
Trademarks	means the DHCC Management Organisation's, Master Developer's or their Affiliates' trademarks and logos together with all other trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights and other identifying materials, whether or not registered or capable of registration, which are owned by the DHCC Management Organisation, Master Developer or their Affiliates.
Transfer	has the meaning given to it in the Register Rules.
Transfer Fee	means the fees payable on any Transfer as defined in the Register Rules.
UAE	means the United Arab Emirates.
Unit	means a Unit (such as an apartment, an office or a retail shop) in a Jointly Owned Property.
Unit Owner	means the owner of a Unit from time to time, as recorded in the records of the DHCC Management Organisation.
Utility Charges	<p>includes, without limitation, any connection, consumption, service or capacity charge in connection with any Utility Service levied by:</p> <p>(a) Utility Providers; or</p> <p>(b) the DHCC Management Organisation in accordance with this Master Community Declaration,</p> <p>(as the case may be).</p> <p>In the DHCC Management Organisation's discretion, invoices for Utility Charges may also include the Owner's proportion of Master Community Service Charges payable in connection with their Plot, Building Volume or Unit.</p>
Utilities Infrastructure	means all infrastructure constructed within the Master Community from time to time pertaining to the delivery of the Utility Services including but not limited to electrical substations and networks, sewerage and water treatment plants and networks, telecommunications infrastructure and networks, centralised district cooling plants and associated networks.
Utilities Infrastructure Connection Charge	means the charges levied by the Utility Providers or the DHCC Management Organisation to enable connection of the Owner or Occupier to the Utilities Infrastructure and delivery of Utility Services.
Utility Provider	means each of the providers of the Utility Services.
Utility Services	means any gas, electricity, water, waste-water, waste disposal, telecommunications, internet, data and other

	media/communication services, chilled water and other cooling facilities and any related, ancillary or similar services.
Utility Services Agreement	means the agreement (in the form or forms required by the DHCC Management Organisation and each of the Utility Providers from time to time) pursuant to which any transferee of an Owner agrees in favour of the Utility Providers to acquire various Utility Services and pay the Utility Charges and, if applicable, Master Community Service Charges.
Works	means any works to a Plot, Building Volume or Unit of any nature whatsoever other than maintenance or cleaning works or purely decorative works to the interior of a Plot or Unit.

1.2 Interpretation

- (a) Clause headings are for convenience only and are disregarded in construing this Master Community Declaration.
- (b) Any reference to a 'Clause' is a reference to a Clause in the General Terms unless otherwise specified.
- (c) Unless the context clearly indicates a contrary intention:
 - (i) the singular includes the plural and vice versa;
 - (ii) where a term is a defined term pursuant to Clause 1.1, it is deemed to include any past present or future iterations of the same term;
 - (iii) a reference to any one gender includes the other genders; and
 - (iv) a reference to natural persons includes juristic persons and vice versa.
- (d) A reference to any law, rule, regulation, order statute, decree, approval, consent or license includes where the same are promulgated after the Effective Date or any amendments to the same.
- (e) Unless context clearly indicates a contrary intention, a reference to 'including' or 'includes' is followed by the words, 'but not limited to' or 'but is not limited to' respectively.
- (f) When any number of days is prescribed in this Master Community Declaration, the same is calculated from the next following day until the expiration of the stated number of days.
- (g) All dates and periods are calculated with reference to the Gregorian calendar.
- (h) Any obligation falling due on a day which is not a Business Day is deemed to fall on the next Business Day.
- (i) In the event of any inconsistency between the Background, Operative Section, General Terms and Schedules, the following shall be the order of preference in interpreting the same:
 - (i) Part B - the Operative Section;
 - (ii) Part C - the General Terms;
 - (iii) Part D - the Schedules; and
 - (iv) Part A - the Background.

2. BINDING EFFECT & RESTRICTION ON TITLE

2.1 Binding Effect

This Master Community Declaration shall be binding on and inure for the benefit of:

- (a) the Master Developer;
- (b) the DHCC Management Organisation;
- (c) the Owners, including any Management Company (in respect of Jointly Owned Property) and Unit Owners (to the extent applicable to such Unit Owners); and
- (d) Occupiers to the extent applicable to Occupiers.

2.2 Restriction on title

- (a) This Master Community Declaration has been prepared in accordance with the Jointly Owned Property Law and is approved by the Relevant Authorities (namely DLD and RERA).
- (b) Accordingly, this Master Community Declaration is registered as a restriction on title to each Plot, Building Volume and Unit and binds all Owners and their successors in title from time to time.
- (c) In further support of this, and to ensure that the title and management scheme contemplated in this Master Community Declaration is applied to all succeeding Owners and Occupiers, each Owner agrees that they will not create any Real Estate Interest, transfer a Real Estate Interest or grant a Possessory Right with respect to their Plot, Building Volume or Unit except in accordance with the requirements set out in the Register Rules.

2.3 Obligation of Owners

Owners must:

- (a) provide their Occupiers with a copy of this Master Community Declaration; and
- (b) ensure their Occupiers comply with the terms of this Master Community Declaration and directions of the DHCC Management Organisation and Master Developer.

3. EASEMENT RIGHTS AND LAND COVENANTS

3.1 Access

Subject to the terms of this Master Community Declaration, each Owner or their Occupiers shall have:

- (a) a right of access to and from their Plot, Building Volume or Unit through the relevant pedestrian and vehicular access points comprising the Common Use Facilities; and
- (b) a right to connect to the relevant Utilities Infrastructure and to receive the relevant Utility Services serving the Plot, Building Volume or Unit.

3.2 Easements in favour of the Master Developer, DHCC Management Organisation and Utility Providers

Each Owner grants the Master Developer, the DHCC Management Organisation and the Utility Providers the following rights and easements at all reasonable times and on reasonable notice having regard to the circumstances:

- (a) the right to lay cables, pipes and other Utilities Infrastructure through any Plot, Building Volume or Unit;

- (b) the right to undisturbed passage of any Utility Services through any Utilities Infrastructure within any Plot, Building Volume or Unit;
- (c) the right to inspect, repair, service, maintain or upgrade any Utilities Services or Utilities Infrastructure, other Plots, Building Volume or Units;
- (d) mutual rights of support and shelter; and
- (e) the right to create or remove easements or create covenants whether in relation to Plots, Building Volumes or Units in furtherance of the rights and powers set out in this Master Community Declaration,

provided the Master Developer, DHCC Management Organisation or Utility Provider shall or shall procure that any works are conducted so as to cause as little inconvenience as is reasonably practicable and make good any damage caused to the Plot, Building Volume or Unit whilst undertaking such works.

3.3 Further easements and General Land Covenants

In addition to the easements in Clauses 3.1 and 3.2, and in further support of the scheme of ownership and management set out in this Master Community Declaration generally, the DHCC Management Organisation, the Master Developer and all Owners and Occupiers acknowledge, grant (as applicable) and agree to comply with the General Land Covenants set out in Schedule 6 of this Master Community Declaration.

4. THE FUNCTION, RIGHTS AND OBLIGATIONS OF DHCC MANAGEMENT ORGANISATION & MASTER DEVELOPER

4.1 Management Function

The DHCC Management Organisation, as agent of the Master Developer and the Owners, shall perform all necessary functions required for the operation of the Common Use Facilities and Master Community generally including:

- (a) the repair, maintenance, replacement and upgrading of the Common Use Facilities;
- (b) the soft services required in relation to the Common Use Facilities (e.g. cleaning, re-decorating and landscaping);
- (c) the administration of the Master Community including procuring contracts and agreements in respect of the Common Use Facilities;
- (d) to tender, negotiate and procure, for and on behalf of each Owner, all other relevant goods and services in the DHCC Management Organisation's discretion;
- (e) settling any disputes with contractors or third parties and where not possible instituting any proceedings against such contractors or third parties;
- (f) where necessary, engaging suitable consultants such as architects, engineers, surveyors, IT and telecommunications consultants, lawyers, accountants and auditors;
- (g) engaging suitable contractors to perform any tasks which the Master Developer, the Utility Provider or the DHCC Management Organisation are not equipped or qualified to undertake and supervising such contractors (such as accounting or facilities management services);
- (h) ensuring Owners of Plots (including Management Companies for Jointly Owned Properties) and their Occupiers comply with their obligations, and all requirements, in this Master Community Declaration (including the Facilities and Community Management Standards) and (in its discretion, and without objection) stepping in to rectify any breaches or enforce compliance when deemed necessary by the DHCC Management Organisation, at an Owner's or Management Company's cost;

- (i) paying for all Utility Charges incurred in relation to the Common Use Facilities;
- (j) paying any taxes or charges due to any Relevant Authority in relation to the Common Use Facilities;
- (k) representing the Master Community before any Relevant Authorities;
- (l) imposing fines and penalties (including the fines and penalties set out in Schedule 7) against Owners and Occupiers (and other users of the Master Community, as applicable) and take enforcement action generally for breaching or failing to comply with provisions of this Master Community Declaration (including the Master Community Rules);
- (m) revising and updating fines and penalties from time to time (including the fines and penalties in Schedule 7);
- (n) making provision for such reasonable reserves for future or deferred repair, maintenance, replacements or improvements of the Common Use Facilities or any part of the Common Use Facilities as the DHCC Management Organisation shall think fit having regard to good estate management practices;
- (o) insure the Common Use Facilities or parts of the Common Use Facilities (as applicable) against such risks and for such sums as the DHCC Management Organisation shall think fit having regard to good estate management practices and the requirements in Schedule 4; and
- (p) delegating any of its functions in its discretion (e.g. appointing an Affiliate or other party to fulfil the role of Management Company).

4.2 Administrative Function

The DHCC Management Organisation shall take all actions necessary to control, manage and administer the Master Community for the benefit of all Owners. In particular, the DHCC Management Organisation shall:

- (a) determine Participation Quotas and Master Community Service Charges in accordance with methodologies that aim to facilitate a fair and equitable distribution of costs across the Master Community (including, if necessary, the creation of service charge “zones” to fairly allocate costs to only those parts of the Master Community that benefit from particular Common Use Facilities or services) and change the allocations to Owners from time to time to reflect any changes to such beneficial use;
- (b) levy upon the Owners their share of Master Community Service Charges;
- (c) collect all Master Community Service Charges from Owners;
- (d) deposit all Master Community Service Charges to the Community Fund;
- (e) enforce payment of outstanding Master Community Service Charges;
- (f) make necessary payments from the Community Fund for the relevant goods and services;
- (g) maintain and administer policies of insurance as required to be implemented under this Master Community Declaration;
- (h) determine the Participation Quotas of all Plots;
- (i) approve Participation Quotas of Building Volumes and Units as part of the process of approving Jointly Owned Property documentation in accordance with the Register Rules;

- (j) administer, or assist the Relevant Authority in the administration of, the Real Estate Register and keep a record of all Owners and Occupiers in the Master Community; and
- (k) where necessary from time to time, declare any amendments to this Master Community Declaration.

4.3 Management fees

In discharging its functions and obligations under this Master Community Declaration, the DHCC Management Organisation may charge management fees, and recover expenses incurred, and include such amounts in the Community Budget.

4.4 Contractor warranties

- (a) The Master Developer shall procure that its contractors remedy all defects in the Common Use Facilities pursuant to the defects liability provisions of the Master Developer's contracts with such contractors.
- (b) The Master Developer shall enforce at the Owners' cost all warranties from contractors in relation to the Common Use Facilities pursuant to the warranty provisions of the Master Developer's contracts with contractors.
- (c) Unless specified otherwise in any contract between the Owner and the Master Developer, the liability for any defects of whatever nature and however arising in relation to the Common Use Facilities shall be limited to the obligations set out in Clause 4.4(a) and (b) above.

4.5 Rights of the Master Developer

- (a) Nothing in this Master Community Declaration prevents the Master Developer from developing the Master Community in accordance with the Master Plan (as may be amended by the Master Developer from time to time) and all Applicable Laws, including cordoning-off those parts of the Master Community under development or yet to be developed.
- (b) Owners and Occupiers must not do anything that interferes with, hinders or affects the Master Developer's right to develop the Master Community or any other rights of the Master Developer in this Master Community Declaration.
- (c) For Plots yet to be developed and Plots currently being developed, the DHCC Management Organisation will take into account the relative inactivity or development activity being undertaken (as the case may be), and the burden (or likely burden) over the Common Use Facilities, to determine appropriate Participation Quotas that will apply until the Plot is fully developed and handed over.
- (d) For the purposes of this Master Community Declaration, the Master Developer agrees to provide the DHCC Management Organisation with written notice of completion of development of parts of the Project Land as and when such parts are completed in connection with its staged development of the Master Community.
- (e) At the time of receipt of a written notice in clause 4.5(d), the DHCC Management Organisation will regard those parts of the Project Land that are the subject of the written notice as:
 - (i) developed Plots; and
 - (ii) additional Common Use Facilities,
 (as applicable) and update its records accordingly.
- (f) The Master Developer shall be entitled to continue its development activities within the Master Community notwithstanding that this may disturb or inconvenience

Owners and Occupiers. No Owner shall raise any claim against the Master Developer in this regard.

- (g) The Master Developer may at any time, and in its discretion (without objection from Owners), amend the boundaries of the Master Community and add and remove Common Use Facilities provided the necessary approvals are obtained from the Relevant Authorities.
- (h) The Master Developer may require, and is entitled to, the use of Common Use Facilities (including any Attractor Plots or Amenity Plots deemed as Common Use Facilities) for its own commercial purposes from time to time (including generating revenues from advertising and erecting signage on the Common Use Facilities). The Master Developer must comply with the reasonable requirements of the DHCC Management Organisation for this purpose. While a Common Use Facility is used by the Master Developer, the Master Developer:
 - (i) agrees to pay all costs associated with the operation, maintenance and replacement of the Common Use Facility;
 - (ii) agrees to take out all reasonable insurance, licenses and permits required in connection with the activities on the Common Use Facility;
 - (iii) may rely on revenues generated during the use of the Common Use Facility to meet its costs and, subject to the arrangement reached with the DHCC Management Organisation, pay any surplus funds to the Community Fund to facilitate a reduction in Master Community Service Charges paid by Owners in the next Community Budget or retain the surplus;
 - (iv) subject to its arrangement with the DHCC Management Organisation:
 - (A) agrees to pay Master Community Service Charges generally during the period of possession as if the Common Use Facility is a Plot; and
 - (B) agrees to generally assume overall responsibility for the Common Use Facility during its possession of the Common Use Facility.
- (i) The Master Developer may at any time, return possession of the Common Use Facility to the DHCC Management Organisation provided the Master Developer:
 - (i) gives the DHCC Management Organisation reasonable notice of its intention to do so;
 - (ii) has complied with its obligations in paragraph 4.5(g); and
 - (iii) complies with the reasonable requirements and directions of the DHCC Management Organisation.
- (j) To avoid doubt, the costs associated with the relevant Common Use Facility:
 - (i) during the Master Developer's period of possession, will not form part of Master Community Service Charges; and
 - (ii) upon possession being returned to the DHCC Management Organisation, will be reinstated and continue to form part of Master Community Service Charges.

4.6 Other Obligations on the Master Developer

The Master Developer undertakes that the Master Developer will:

- (a) pay Master Community Service Charges pertaining to any Plot, Building Volume or Unit that the Master Developer owns, having regard to the Participation Quota and Clauses 4.5(c), 5.5 or 5.6 (as may be applicable);

- (b) enforce the obligations of Sub-developers in relation to the Master Community until such time as any project by a Sub-developer is completed.

4.7 Obligations on the DHCC Management Organisation

- (a) The DHCC Management Organisation will take all practicable steps warranted in the circumstances to ensure the Master Developer and all Owners and Occupiers comply with their respective obligations under this Master Community Declaration.
- (b) For this purpose, and without limiting paragraph (a), the DHCC Management Organisation may (in its discretion, and without objection) step in when deemed necessary by the DHCC Management Organisation to rectify any breaches or enforce compliance, at the Owner's or Management Company's cost (as applicable).
- (c) The DHCC Management Organisation will perform its obligations under this Master Community Declaration including:
 - (i) performing the management function under Clause 4.1 and administrative function under Clause 4.2;
 - (ii) developing, amending, supervising and enforcing the Master Community Rules, the Design Standards, the Architectural Standards and the Register Rules;
 - (iii) ensure any profits it generates from activities on the Common Use Facilities (i.e. surplus monies over and above the costs it incurs in connection with such activities) are deposited to the Community Fund; and
 - (iv) as set out in other parts of this Clause 4 or elsewhere in this Master Community Declaration.

4.8 DHCC Management Organisation's right to manage (or approve the appointment of a manager for) Jointly Owned Properties

- (a) For the better operation of the Master Community and in order to maintain the Facilities and Community Management Standards, and subject to the Applicable Laws, the DHCC Management Organisation (in its discretion) or an Affiliate or third party approved by the DHCC Management Organisation must be appointed as the Management Company for each Jointly Owned Property to manage and administer the Jointly Owned Properties and prepare the respective Common Area Budgets.
- (b) Subject to paragraph (a), each Owner of a Plot that becomes the subject of a Jointly Owned Property must appoint (or procure the appointment of) a Management Company for the Jointly Owned Property in accordance with:
 - (i) this Master Community Declaration;
 - (ii) the Jointly Owned Property Law; and
 - (iii) the requirements of the DHCC Management Organisation and the Relevant Authorities (e.g. RERA).
- (c) Each Unit Owner shall be responsible for a proportionate share based on their Participation Quota of the Common Area Charges including a proportion of the Master Community Service Charges (if Master Community Service Charges form part of the Common Area Budget, as applicable).
- (d) Nothing in this Clause 4.8 prevents the DHCC Management Organisation (or its nominated Affiliate) from participating in a tendering process for the appointment of a Management Company of a Jointly Owned Property. For the purposes of Clause 4.8(a), the DHCC Management Organisation (or its nominated Affiliate) is deemed to be a third party approved by the DHCC Management Organisation for the management and administration of Jointly Owned Properties.

4.9 Concessions in relation to the Common Use Facilities

- (a) This Clause 4.9 is subject to the Master Developer's rights in Clause 4.5 of this Master Community Declaration.
- (b) The DHCC Management Organisation shall be entitled to grant concessions for the operation of various businesses upon the Common Use Facilities. Such concessions may include but are not limited to the right to:
 - (i) operate car parking facilities upon the Common Use Facilities;
 - (ii) provide advertising and display upon the Common Use Facilities;
 - (iii) erect and operate kiosks or booths on the Common Use Facilities; and
 - (iv) provide functions or events upon the Common Use Facilities.
- (c) All profits received by the DHCC Management Organisation out of any concessions shall be deposited to the Community Fund. Any losses will be recoverable through Master Community Service Charges.

4.10 Phased provision of Common Use Facilities and Utilities Infrastructure

- (a) All Owners acknowledge and accept that the Master Community will be developed in phases. No Owner will raise any objection or claim in relation to the phased development of the Common Use Facilities or the phased provision of Utilities Infrastructure or Utility Services.
- (b) The Master Developer will only be responsible for Master Community Service Charges in relation to any areas set aside for future development to the extent to which the Master Developer or its Sub-developers derive a direct benefit from the existing Common Use Facilities.
- (c) The DHCC Management Organisation shall determine the proportion of Master Community Service Charges (if any) payable in relation to any area set aside for phased development including any Plots sold to Sub-developers for development.

4.11 Audit obligation

- (a) The DHCC Management Organisation will, on an annual basis, complete an audit of all income and expenditure pertaining to the operations of the DHCC Management Organisation, the Common Use Facilities and use of the Community Fund.
- (b) Unless otherwise required by any Applicable Laws or a Relevant Authority, the DHCC Management Organisation is not required to share copies of the audit reports with Owners. Despite this, the DHCC Management Organisation may (in its discretion) provide Owners with certain details from an audit report for information purposes.

4.12 Limitations & indemnity

- (a) The DHCC Management Organisation and the Master Developer each perform a facilitative function under this Master Community Declaration as agent of and on behalf of the Owners and shall not be liable for, nor shall any of the DHCC Management Organisation's or Master Developer's officers and employees be liable for:
 - (i) any failure by Owners to pay the Master Community Service Charges when due; or
 - (ii) any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing under this Master Community Declaration.

- (b) The Owners shall fully indemnify and upon demand pay to the DHCC Management Organisation and the Master Developer any costs, claims and liability that they may incur or suffer in connection with the performance of the DHCC Management Organisation's or Master Developer's functions and responsibilities pursuant to this Master Community Declaration.
- (c) The DHCC Management Organisation shall be entitled to include in the Community Budget, and deduct from the Community Fund, any amounts incurred by the DHCC Management Organisation or the Master Developer under this Clause.

5. THE RIGHTS AND OBLIGATIONS OF OWNERS

5.1 Rights of Owners

Owners shall, subject to the terms of this Master Community Declaration, have the right to use and enjoy:

- (a) their Plot, Building Volume or Unit (as applicable) and to transfer this right pursuant to the Register Rules; and
- (b) the Common Use Facilities.

5.2 Obligations of Owners

Owners must:

- (a) pay Utility Charges (which may include Master Community Service Charges) without set off or deduction in accordance with Clause 7;
- (b) prior to entering into any contract granting Possessory Rights to any Occupier, inform the Occupier that they will be responsible for the charges set out in Clause 5.2(a);
- (c) pay all other sums due under this Master Community Declaration when demanded and in the absence of any notice period, no later than twenty (20) Business Days from the date of the first written demand;
- (d) comply with all obligations imposed on Owners in or pursuant to this Master Community Declaration (including the Master Community Rules, the Design Standards, the Architectural Standards and the Facilities and Community Management Standards); and
- (e) in the case of an Owner (or their Occupier) being in breach of their obligations under this Master Community Declaration, fully indemnify the Master Developer, the DHCC Management Organisation, the Utility Provider and any other Owner against all costs, claims or liabilities arising out of such breach.

5.3 No ability to surrender rights in relation to Common Use Facilities

An Owner cannot surrender their rights in any Common Use Facilities or refuse to pay Master Community Service Charges or Utility Charges on the basis that they do not:

- (a) use or benefit from a particular Common Use Facility; or
- (b) use or benefit from their Plot, Building Volume or Unit,

without the prior written agreement of the DHCC Management Organisation, which the DHCC Management Organisation may grant or withhold in its discretion.

5.4 Obligation to use Utility Services

- (a) Owners and Occupiers must use the Utility Services and enter into the Utility Service Agreements as required by the DHCC Management Organisation.

- (b) No Owner or Occupier may procure Utility Services from any provider other than as approved by the DHCC Management Organisation.

5.5 Amenity Plots

- (a) Subject to Clause 5.7, Amenity Plots are created for the benefit of the Master Community, however, for practical purposes shall be in private ownership or control.
- (b) The DHCC Management Organisation may, in its discretion, waive (in whole or in part) the requirement for Owners of the Amenity Plots to pay Master Community Service Charges.
- (c) For the avoidance of doubt, the fact that the Amenity Plot may operate on a concession basis and derives a commercial benefit shall not derogate from the DHCC Management Organisation's discretion under Clause 5.5(b). The DHCC Management Organisation shall however be entitled to monitor the revenues of the Owner (or Occupier, as applicable) and require that the net profits be used to defray any Master Community Service Charges that would otherwise have been payable for that Plot.

5.6 Attractor Plots

- (a) Subject to Clause 5.7, Attractor Plots are created for the benefit of the Master Community, however, for practical purposes shall be in private ownership or control.
- (b) The DHCC Management Organisation may, in its discretion, waive (in whole or in part) the requirement for Owners of the Amenity Plots to pay Master Community Service Charges.
- (c) For the avoidance of doubt, the fact that the Amenity Plot may operate on a concession basis and derives a commercial benefit shall not derogate from the Master Developer's discretion under Clause 5.6(b). The DHCC Management Organisation shall however be entitled to monitor the revenues of the Owner (or Occupier, as applicable) and require that the net profits be used to defray any Master Community Service Charges that would otherwise have been payable for that Plot.

5.7 Classification of Amenity Plots and Attractor Plots

Amenity Plots and Attractor Plots may operate on a commercial "for profit" basis or community "not for profit" basis. Subject to the DHCC Management Organisation's discretion, if an Amenity Plot or an Attractor Plot:

- (a) operates on a commercial "for profit" basis, the Amenity Plot or Attractor Plot is required to pay Master Community Service Charges in accordance with an established Participation Quota;
- (b) is deemed by the DHCC Management Organisation to operate as a Common Use Facility, the Amenity Plot or Attractor Plot will be treated as a Common Use Facility in accordance with this Master Community Declaration and become the subject of Master Community Service Charges; or
- (c) has a public or civic use (e.g. government facilities such as the Police or Civil Defence), the Amenity Plot or the Attractor Plot may be excluded from an obligation to pay Master Community Service Charges.

5.8 Owners of Singly Owned Plots

- (a) Subject to Clause 5.8(b), Owners of Singly Owned Plots acknowledge and accept that they have an obligation to manage and administer their Singly Owned Plot in accordance with the Facilities and Community Management Standards set down by the DHCC Management Organisation from time to time.
- (b) The obligation in Clause 5.8(a) relates only to matters affecting the external areas of the Singly Owned Plot (including landscaping, building facades, balconies and

terraces) and not the internal areas of any buildings or other improvements on the Singly Owned Plot.

- (c) In the event of any default under this Clause 5.8, the DHCC Management Organisation shall be entitled to rectify any matters and recover the costs in doing so in accordance with Clauses 7 and 8 of this Master Community Declaration.

6. ADMINISTRATIVE RULES & OBLIGATIONS

6.1 Master Community Rules

The Master Community Rules as at the Effective Date are as set out in Schedule 2. Without limiting the rights of the Master Developer, the DHCC Management Organisation shall be entitled by notice to Owners to repeal, vary or create new Master Community Rules pertaining to:

- (a) the furtherance and promotion of any of the purposes of this Master Community Declaration;
- (b) what constitutes appropriate use of any part of the Common Use Facilities, Common Areas, a Plot, Building Volume or Unit;
- (c) restrictions on the use of certain Common Use Facilities;
- (d) the levy and collection of Master Community Service Charges contributions including reasonable compensation and other sanctions for non-payment;
- (e) compliance with this Master Community Declaration, the Master Community Rules, the Register Rules, the Design Standards, the Architectural Standards and the Facilities and Community Management Standards including penalties and sanctions for non-compliance (e.g. as per Schedule 7);
- (f) health, security, safety and civil defence requirements for the Master Community, including within any Plot, Building Volume or Unit;
- (g) the procedures for Works within any Plot, Building Volume or Unit including the conduct of Works in the Master Community, insurance requirements and the requirement for bonds, deposits and other security in order to ensure compliance in accordance with the Architectural Standards;
- (h) the procedures for approval to planning, architectural, engineering and aesthetic considerations in accordance with the Design Standards;
- (i) the standards of repair, maintenance, decoration, cleanliness, health and safety and civil defence pursuant to the Facilities and Community Management Standards;
- (j) obligations to insure or contribute towards or use the insurance or insurer arranged by the DHCC Management Organisation or Master Developer;
- (k) conduct of persons and use of the Common Use Facilities;
- (l) reasonable restrictions on the right to use the Common Use Facilities where repairs or maintenance are being carried out;
- (m) reasonable restrictions on the right to use Common Use Facilities or where such Common Use Facilities are not designed for general access;
- (n) access of the general public to the Common Use Facilities;
- (o) any advertising or signage (including existing signage) within the Master Community, in particular signage within Plots that is visible from the Common Use Facilities;
- (p) the transport of goods within or offering of services within the Master Community;

- (q) noise levels and any other activities whatsoever that may cause a nuisance to Owners or Occupiers;
- (r) garbage disposal and storage;
- (s) the holding of functions upon the Common Use Facilities;
- (t) the subdivision of a Plot or Building Volume, including into Jointly Owned Property pursuant to the Register Rules;
- (u) the use of any Plot, Building Volume or Unit or any constituent part;
- (v) goods and services to be provided exclusively by the Master Developer, the Utility Providers or the DHCC Management Organisation;
- (w) the quantum, collection and administration of security deposits and collection of administration fees;
- (x) a retail strategy including tenant mix, opening hours, contributions to marketing and other retail strategy related matters;
- (y) insurances and procedures relating to the same; and
- (z) for the better management of the Common Use Facilities, Common Areas and the administration and governance of the Master Community generally, and

such Master Community Rules shall be effective from the date of notification by the DHCC Management Organisation.

6.2 Sub-division of Plots and Building Volumes

Owners may not sub-divide or convert their Plot or Building Volume to a Jointly Owned Property except with the DHCC Management Organisation's prior written consent and in accordance with the Register Rules.

6.3 Jointly Owned Properties

- (a) All Unit Owners grant to the DHCC Management Organisation a proxy right (exercisable in its discretion and according to the requirements of, and any approvals granted by, RERA) for the management and administration of their Jointly Owned Property in order that the DHCC Management Organisation, an Affiliate nominated by the DHCC Management Organisation or any other third party approved by the DHCC Management Organisation be appointed as the Management Company for the Jointly Owned Property to:
 - (i) carry out (or procure the carrying out of) the management and administration of each Jointly Owned Property in the Master Community in a holistic and harmonious fashion; and
 - (ii) vacate, remove or appoint the owner's committee or individual members of the committee of a Jointly Owned Property in the event of a dispute under Clause 6.3(c).
- (b) The Management Company (and the members of the owner's committee for the Jointly Owned Property, if any) shall be responsible for ensuring the Jointly Owned Property complies with its obligations under this Master Community Declaration.
- (c) In the event of any dispute between the DHCC Management Organisation and any owner's committee members then, subject to Clause 6.3(d) and the requirements of RERA, the DHCC Management Organisation will be entitled pursuant to Clause 6.3(a) and in consultation with RERA, to vacate, remove or appoint the owner's committee or individual members of the committee.

- (d) For the purposes of Clause 6.3(c), the DHCC Management Organisation may exercise its powers to vacate, remove or appoint only if:
- (i) in the DHCC Management Organisation's opinion, a committee member(s) is acting unreasonably and not in the interests of the Master Community; or
 - (ii) the actions of a committee member result (or have the potential of resulting) in a breach of this Master Community Declaration by the Jointly Owned Property.

6.4 Other services to be supplied at Master Community level

- (a) For the better operation of the Master Community, the DHCC Management Organisation may also require certain other services to be provided by the DHCC Management Organisation's preferred contractors. As at the date this Master Community Declaration takes effect, these are as follows:
- (i) waste disposal services from collection points in the Master Community will be provided by the DHCC Management Organisation unless the DHCC Management Organisation otherwise requires in writing. Owners will be required to move waste to the relevant collection points in the Master Community;
 - (ii) security services and civil defence services must be coordinated through the DHCC Management Organisation; and
 - (iii) applications and approvals for and the supervision of all Works must be coordinated through the DHCC Management Organisation, notwithstanding that such works may be within a Plot or Unit, and in accordance with the Master Community Rules, the Design Standards and the Architectural Standards.
- (b) The DHCC Management Organisation may also require the supply of certain Utility Services to Plots, Building Volumes or Units be procured through certain Utility Providers.
- (c) The DHCC Management Organisation may also require other services to be provided by the DHCC Management Organisation's preferred contractors from time to time by notice to Owner and Occupiers (as applicable). Owners and Occupiers agree to comply with such requirements.

6.5 Insurances

- (a) The DHCC Management Organisation, the Master Developer, the Owners and where applicable the Occupiers shall effect and maintain the insurances set down in Schedule 4. Without limiting the Master Developer's rights, the DHCC Management Organisation shall have the ability to vary Schedule 4, and the requirements set out in this Clause 6.5, at the DHCC Management Organisation's discretion and notify the Owners of any changes which the Owners shall and shall procure (if applicable) Occupiers to comply with.
- (b) Owners indemnify the DHCC Management Organisation, the Master Developer and their Affiliates for any 3rd party claims or liabilities arising out of an incident in their Plot, Building Volume or Unit or any other areas reserved to the Owner.
- (c) The Master Developer, the DHCC Management Organisation and their Affiliates, to the greatest extent possible in law exclude all liability for any claims, costs, liabilities of whatever nature whatsoever and howsoever arising in relation to its role and function as Master Developer or DHCC Management Organisation and the use by all Owners of the Common Use Facilities or Common Areas.
- (d) Without limiting the effects of this Clause 6.5, Owners and Occupiers must:

- (i) take out insurance only from insurers approved by the DHCC Management Organisation (if a direction of this nature is provided by the DHCC Management Organisation), which insurers must be properly licensed, registered, qualified and reputable;
 - (ii) if required by the DHCC Management Organisation, procure policies of insurance naming the DHCC Management Organisation (and, if applicable, the Master Developer) and its nominated Affiliates as co-insured;
 - (iii) maintain and keep current all policies of insurance;
 - (iv) ensure that the level of cover is reasonable having regard to the risks and where applicable supported by valuations;
 - (v) not do or omit to do anything which may allow the insurer to refuse a claim under any insurance policy an Owner or Occupier takes out; and
 - (vi) if requested by the DHCC Management Organisation, produce a certificate of currency for an insurance policy and evidence of payment of the associated insurance premium.
- (e) Owners and Occupiers must not do anything or fail to do something that has the effect of increasing the cost of insurance for the DHCC Management Organisation or the Master Developer or compromising the validity of an insurance policy effected by the DHCC Management Organisation or the Master Developer. Any such increase in premium or cost of insurance is payable by the Owner or Occupier that caused it. At its discretion, the DHCC Management Organisation may add the additional cost to the Master Community Service Charges payable by the relevant Owner.

7. PAYMENT OF MASTER COMMUNITY SERVICE CHARGES

7.1 Due Date for Payment

- (a) Owners must pay Master Community Service Charges within the period specified on the invoice or demand (as applicable). If Master Community Service Charges are accounted for under the same invoice for Utility Charges, payment of the same is therefore due as part of the Utility Charges invoice.
- (b) To the extent Occupiers are billed for the supply of Utility Services and the Master Community Service Utility Charges form part of the same invoice, both the Owner and the Occupier of the relevant Real Estate Interest are liable for the payment. For this purpose, Owners must pay such invoices on time, or otherwise procure their Occupiers to pay such invoices on time.
- (c) For the purposes of Jointly Owned Properties, if Master Community Service Charges form part of the Common Area Charges, Owners of Units and Building Volumes must pay their Common Area Charges on time, and similarly procure their Management Company to pay the Master Community Service Charges to the DHCC Management Organisation on time.

7.2 Master Community Service Charges form a lien or charge

- (a) Master Community Service Charges are secured against the Plot, Building Volume or Unit and will run with title to the same. Ultimate liability for the same is therefore the Owner's.
- (b) If an Owner fails to pay any amount under Clause 7.1 when due, the DHCC Management Organisation, the Master Developer or the Utility Provider (as applicable) shall be entitled, without prejudice to any other rights in law, to pursue the enforcement of payment against the Owner in Court.
- (c) Production of the invoice and the applicable account information relating to the Plot, Building Volume or Unit shall be conclusive evidence before the Court that the

demanded Master Community Service Charges or Utility Charges are due and unpaid.

7.3 Termination or Cessation of Supplies

No Owner will object to any termination or cessation of supplies of any goods or services (including Utility Services, unless restricted by Law) from the DHCC Management Organisation or the Utility Providers where any Owner has failed to or has failed to procure their Occupier to pay their Master Community Service Charges and Utility Charges when due.

7.4 Right to reject applications or delay approvals

No Owner (or Occupier) will object to any rejection of an application (e.g. for a licence, permit or 'no objection' certificate (NOC)) or the delay of an approval from the DHCC Management Organisation where the Owner has failed (or has failed to procure their Occupier) to pay their Master Community Service Charges when due.

7.5 Other Sums owing under the Master Community Declaration

Where any other sums or penalties are levied by the DHCC Management Organisation against an Owner or their Occupier under or pursuant to this Master Community Declaration and are not paid within twenty (20) Business Days, the sums may be added to the Community Charge account for the Owner and recovered in accordance with this Clause 7 as Master Community Service Charges.

8. GENERAL

8.1 Amendments

- (a) The Master Developer and the DHCC Management Organisation, shall be entitled to amend this Master Community Declaration whether in whole or part by further declaration in either of the following cases:
 - (i) where such a right is reserved to the Master Developer or the DHCC Management Organisation pursuant to this Master Community Declaration or the Applicable Laws; and
 - (ii) where the Master Developer and the DHCC Management Organisation consider the same is in the interests of the Master Community.
- (b) Nothing in this Clause shall limit the ability of the DHCC Management Organisation to declare Master Community Rules, Design Standards, Architectural Standards or Facilities and Community Management Standards (and amendments from time to time) provided these are consistent with this Master Community Declaration.

8.2 Intellectual Property

- (a) The Intellectual Property is the sole and exclusive property of the Master Developer, DHCC Management Organisation the Utility Providers or their Affiliates ("**Owning Entity**") and any goodwill that may develop, whether directly or indirectly, shall remain their property.
- (b) Subject to Clause 8.2(c), the Owners will not:
 - (i) use any Intellectual Property without the express written authority of the Owning Entity;
 - (ii) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Intellectual Property;
 - (iii) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so closely

resembling the Intellectual Property as to be likely to deceive or cause confusion; or

- (iv) use the Intellectual Property or any intellectual property confusingly similar to it in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.
- (c) Nothing in this Clause shall restrict the Owner or any Occupier from using the words “Dubai Healthcare City” or “DHCC” in their address but not any other trademark, logo or Intellectual Property.

8.3 Severability

In any case where any provision of this Master Community Declaration is found to be inconsistent with any Applicable Law then such provisions shall be varied or modified as little as possible so as to preserve the intention of this Master Community Declaration. Where any such provision is unenforceable or varied, this shall not affect the legal validity of any other provisions of this Master Community Declaration.

8.4 Notices

- (a) The address at which all documents and notices may be delivered to an Owner shall be the address of the Owner as provided in the sale purchase agreement for the relevant Plot, Building Volume or Unit or any more recent address registered with the DHCC Management Organisation.
- (b) Notice may be given by email or other electronic means where the Owner has advised the DHCC Management Organisation in writing of the Owner’s email address or other electronic address. The DHCC Management Organisation shall have the right to require an email or other electronic address from any Owner for the purposes of this Clause.
- (c) An Owner may in accordance with the procedures of the DHCC Management Organisation, alter its address for service provided such new address shall be within the UAE and shall not be effective until fourteen (14) days after registration with the DHCC Management Organisation.
- (d) Notice shall be deemed to have been properly served on the date of disposal thereof to the Owner’s address or elected email address, web or other electronic address.

8.5 No Partnership

Nothing in this Master Community Declaration shall be construed so as to create any relationship of partnership or joint venture between the Master Developer, DHCC Management Organisation and the Owners.

8.6 No Third Party Rights

Unless expressly set out or reserved in this Master Community Declaration (as may be amended from time to time) no third party shall derive any rights under this Master Community Declaration.

8.7 Applicable Law & Disputes

- (a) This Master Community Declaration shall be governed by the Applicable Laws of the Emirate of Dubai and the federal laws of the UAE.
- (b) In case of a dispute arising in connection with this Master Community Declaration, the following provisions shall apply:

- (i) following the issuance of a notice by a Party raising a dispute in connection with this Master Community Declaration, the Parties shall use reasonable endeavours to resolve and settle any such dispute amicably through consultation;
- (ii) if any dispute cannot be settled amicably through consultation within ten (10) Business Days from the defending Party receiving notice of dispute from the claiming Party, then such dispute shall be finally settled in the DIFC-LCIA Arbitration Centre ("Centre") by three (3) arbitrators appointed in accordance with the rules of the Centre;
- (iii) the place of arbitration shall be in Dubai, UAE;
- (iv) the language of the arbitration shall be the English language;
- (v) the arbitral award shall not be subject to appeal, and shall be final and binding on the Parties; and
- (vi) the arbitral tribunal shall not be entitled to award arbitrators' fees, legal fees or expenses incurred by either Party, and each Party shall be responsible for their own share of the arbitrators' fees, legal fees and expenses.

PART D - SCHEDULES

Schedule 1 - Site Plan

Schedule 2 - Master Community Rules

Schedule 3 - Register Rules

Schedule 4 - Insurance Requirements

Schedule 5 - Deed of Adherence

Schedule 6 - General Land Covenants

Schedule 7 - Fines and Penalties Schedule

SCHEDULE 1
SITE PLAN

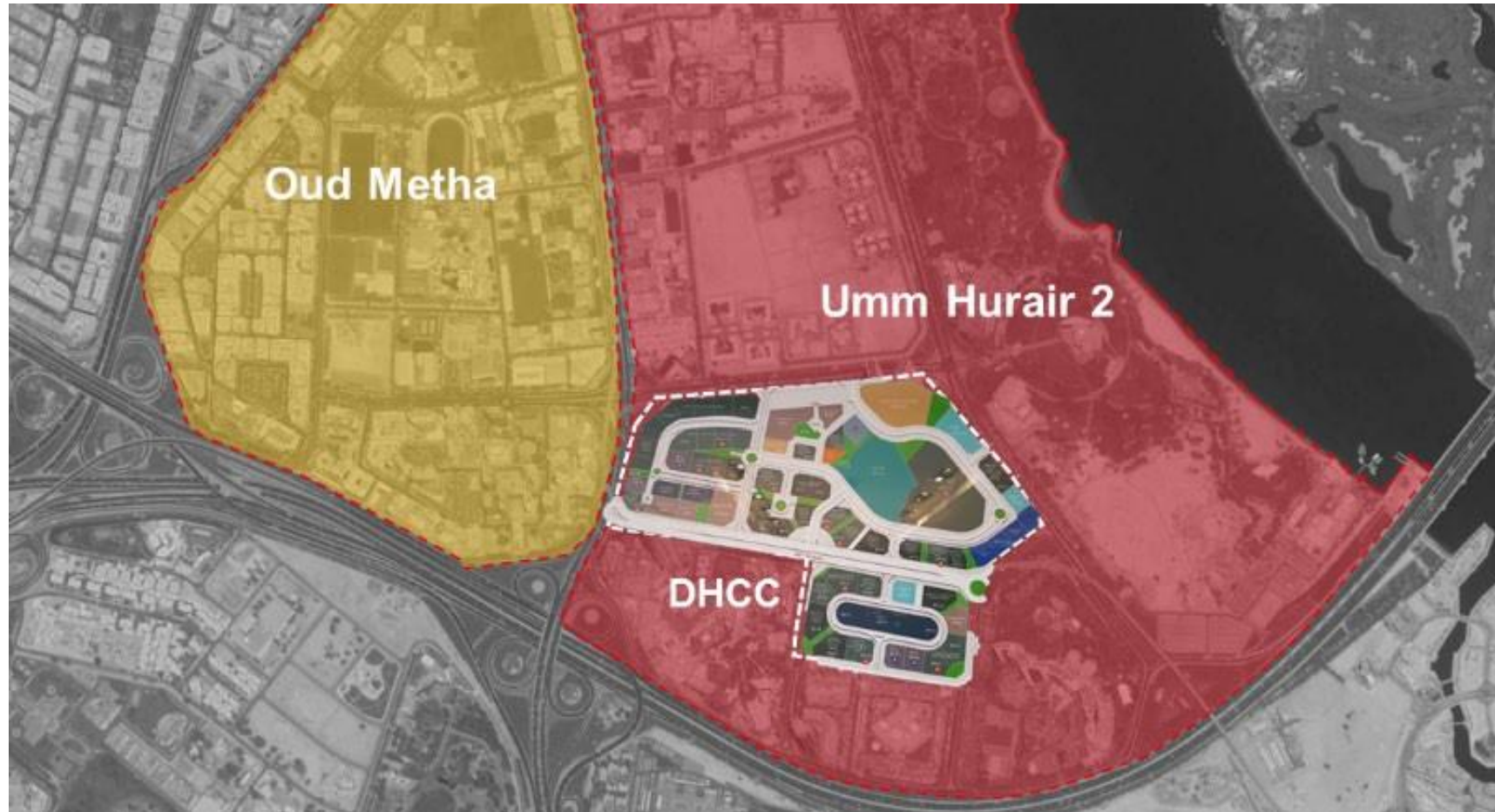


Figure 1: Site Plan identifying the Project Land within Umm Hurair 2 and its approximate boundaries



Figure 2: Site Plan identifying Plots, Common Use Facilities and various Utility Infrastructure

SCHEDULE 2 MASTER COMMUNITY RULES

These Master Community Rules are the Master Community Rules applying as at the Effective Date of this Master Community Declaration. Capitalised terms have the same meaning as defined in the Master Community Declaration.

1. Obligations on Owners

- 1.1 Owners must comply with these Master Community Rules and the terms and conditions of the General Terms of the Master Community Declaration.
- 1.2 Occupiers must also comply with these Master Community Rules and the terms and conditions of the General Terms of the Master Community Declaration. Any obligation under the Master Community Declaration (including these Master Community Rules) on an Owner shall be deemed to include an obligation that the Owner take all steps warranted in the circumstances to cause any Occupiers to comply.
- 1.3 Ignorance of the terms and conditions set down in these Master Community Rules and the Master Community Declaration shall be no defence to any claim arising out of a breach of the same.
- 1.4 In particular, Owners must comply with the following obligations:
 - (a) maintain and keep clean and presentable their Plots, Building Volumes and Units to a high standard;
 - (b) comply with all health, safety, security, fire and civil defence requirements of the DHCC Management Organisation and any other requirements under any Applicable Laws;
 - (c) keep all corridors reserved for emergency purposes clear at all times;
 - (d) comply with all signage installed by the Master Developer, DHCC Management Organisation or their contractors (including directional, operational or safety signage or specifications);
 - (e) not lease or grant any Possessory Right to their Plots, Building Volumes or Units unless Occupiers are aware of and agree to be bound by the terms of the Master Community Declaration and the Master Community Rules;
 - (f) ensure that their Plots, Building Volumes or Units are used strictly for the purposes designed and not overloaded or overcrowded;
 - (g) observe the Applicable Laws;
 - (h) ensure no inflammable, dangerous substances or hazardous chemicals shall be stored in any Plot, Building Volume or Unit other than in accordance with the standards and requirements of the DHCC Management Organisation and other Relevant Authorities;
 - (i) ensure Common Use Facilities are not obstructed without lawful excuse;
 - (j) ensure Common Use Facilities set aside for safety or management purposes are not used for any other purpose;
 - (k) abide by the relevant terms of any insurance policy;
 - (l) follow the lawful directions of the DHCC Management Organisation, the Master Developer and their agents and not obstruct them in the course of their duty; and

- (m) comply with the terms of all easements and covenants and allow the DHCC Management Organisation or Master Developer and its authorised agents access to their Plot, Building Volume or Unit for inspections and works in accordance with this Master Community Declaration.

2. Appearance of Plots, Building Volumes and the conduct of Works

- 2.1 Owners must not maintain in or on their Plots, Building Volumes or Units anything which may be viewed from the exterior which is not in keeping with the Master Community unless the same has been approved by the DHCC Management Organisation or is set out in the Design Standards.
- 2.2 For the avoidance of doubt:
- (a) satellite dishes, flags, displays, awnings and other external fixtures or furnishings are not permitted without the prior written consent of the DHCC Management Organisation; and
 - (b) clothes lines of any description (including laundry) are not permitted on balconies or terraces (or any other external area) forming part of a Plot, Volume or Unit.
- 2.3 The DHCC Management Organisation shall be entitled to set down standards and requirements in relation to maintenance, repair, cleanliness and presentation of all Plots, Building Volumes or Units.
- 2.4 For each Jointly Owned Property:
- (a) the DHCC Management Organisation;
 - (b) a nominated Affiliate of the DHCC Management Organisation; or
 - (c) a third party approved by the DHCC Management Organisation,
- (as determined by the DHCC Management Organisation in its discretion), will be appointed as the Management Company for the Jointly Owned Property in accordance with the Facilities and Community Management Standards.
- 2.5 Owners will not undertake or permit the undertaking of any Works to their Plots, Building Volumes or Units (other than simply decorative works to the interior) without the prior written consent of the DHCC Management Organisation and strictly in accordance with the Design Standards and Architectural Standards. For the avoidance of doubt, the following shall comprise Works:
- (a) changes to the colour of any surface visible from outside the Plots, Building Volume or Units;
 - (b) changes to the type or quality of the materials used (unless such materials are of a higher quality);
 - (c) changes to the reflective nature of any exterior surface;
 - (d) changes to the soundproofing qualities of any materials or surface;
 - (e) the addition of any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda, aerial or other structure visible from the exterior);
 - (f) changes to the nature of any hard surface, paving or walkway visible from the exterior;
 - (g) changes to the external lighting;
 - (h) any existing signage yet to be approved by the Master Developer as at the date these Master Community Rules take effect;

- (i) the addition or removal of any signage or advertising within a Plot (including the external facade of a building or buildings on the Plot);
 - (j) changes of any nature to a building façade;
 - (k) works to any boundary walls, easements or structures in common with any other Owner or the Master Developer or DHCC Management Organisation;
 - (l) changes, additions to or removal of any Utility Services or other Utility Infrastructure;
 - (m) the addition of furniture or other items intended for terrace areas (where visible from the exterior of the Plot, Building Volume or Unit);
 - (n) the installation of decorations or other installations of a temporary or permanent nature (where visible from the exterior of the Plot, Building Volume or Unit);
 - (o) the landscaping and the planting and maintenance of potted plants or trees where visible from the exterior of the Plot, Building Volume or Unit and installation of irrigations systems;
 - (p) the installation of equipment and machinery;
 - (q) any structural alterations of any kind; and
 - (r) any works that may have the potential to effect fire, security, civil defence or safety aspects of the Master Community.
- 2.6 Owners are not permitted to carry out Works to their Plot, Building Volume or Unit (other than minor decorative or maintenance works to the interior) including erecting any signage or branding unless with prior written consent of the DHCC Management Organisation. The DHCC Management Organisation will not unreasonably withhold its consent to the Works where:
- (a) the Works do not change the aesthetic themes of the Master Community approved by the DHCC Management Organisation;
 - (b) the Works do not alter the gross floor area or built up area of the Plot;
 - (c) the Works are to be conducted in accordance with the requirements and procedures of the DHCC Management Organisation and the Owner has agreed in writing to comply with the same;
 - (d) the Owner has agreed to meet the reasonable costs of any consultants engaged by the DHCC Management Organisation to supervise and approve the Works; and
 - (e) if required by the DHCC Management Organisation, a performance bond in favour of the DHCC Management Organisation and on terms acceptable to the DHCC Management Organisation has been provided by the Owner.
- 2.7 Where any Works could have the effect of undermining the operational, structural or aesthetic integrity of any Plot, Building Volume or Unit, the Utilities Infrastructure or the Common Use Facilities or Common Areas, the DHCC Management Organisation may require that the Work be undertaken by contractors approved by the DHCC Management Organisation and under the supervision and direction of the DHCC Management Organisation. All costs will be to the account of the Owner.
- 2.8 The DHCC Management Organisation may make conditions if it approves a proposal to conduct Works. These conditions may include (but are not limited to):
- (a) a reasonable time frame for the Works to be completed and access through any parts of the Master Community;
 - (b) the hours and days during which the Works must be carried out;

- (c) the materials to be used and methods of construction to be adopted;
 - (d) provision for meeting the DHCC Management Organisation's costs, or the costs of any consultants retained by it to review any plan and supervise the Works;
 - (e) the storage of materials;
 - (f) the type and extent of insurance required as well as who is required to receive the benefit of any insurance;
 - (g) the contractors to be employed;
 - (h) the presentation of the site during the Works;
 - (i) the provision of a performance bond or security deposit having regard to the Works to be undertaken.
- 2.9 If the DHCC Management Organisation's consent to the Works is given, Owners must also obtain all other necessary consents and approvals from the Relevant Authorities before they carry out any Works.
- 2.10 If an Owner alters, carries out any Work or improvement or fails to maintain their Plot, Building Volume or Unit in accordance with the DHCC Management Organisation's requirements or directions, the DHCC Management Organisation may take all steps warranted in the circumstances to ensure the relevant Owner carries out the necessary works to rectify the default. Owners shall be responsible for any costs arising out of these actions.
- 2.11 In the event that Works are completed in breach of the DHCC Management Organisation's requirements or directions or no remediation is carried out when the relevant Owner is directed to do so, the DHCC Management Organisation may:
- (a) require the responsible Owner to remove the Works and make good any damage to any area caused by the Works or the removal of the Works, so as to reinstate the affected areas to the condition they were in prior to the commencement of the Works at the cost of the Owner; or
 - (b) require the responsible Owner to take all steps necessary to bring the Works into compliance with the DHCC Management Organisation's requirements at the cost of the Owner; or
 - (c) undertake the remediation and charge the Owner all reasonable costs incurred in doing so.
- 3. Enforcement Notices**
- 3.1 Owners must promptly pay Master Community Service Charges and Utility Charges and the DHCC Management Organisation has the power to enforce the Master Community Declaration including these Master Community Rules, the Design Standards, the Architectural Standards and the Facilities and Community Management Standards through the use of the enforcement notice procedures set down in this Community Rule.
- 3.2 In any case of default or alleged default by an Owner, the DHCC Management Organisation will investigate and consider the surrounding circumstances pertaining to the default. If in the DHCC Management Organisation's reasonable opinion a default has been committed, the DHCC Management Organisation may (without prejudice to the other rights and remedies set out in the Master Community Declaration) serve an enforcement notice ("Enforcement Notice").
- 3.3 The Enforcement Notice must:
- (a) clearly identify the default;
 - (b) where capable of remedy, state what is required to remedy;

- (c) where capable of remedy, specify by when the default is required to be remedied; and
 - (d) specify the consequences of not remedying any default, which consequences may include, preventing access or use of the Common Use Facilities, enforcement through the Courts and claims for damages, as well as penalties (over and above any claim for damages).
- 3.4 If the Enforcement Notice is not complied with, the DHCC Management Organisation may by further notice levy a monetary penalty and commence any enforcement action.
- 3.5 Any monetary penalty recovered shall be deposited to the Community Fund.
- 3.6 At the date of this Master Community Declaration, the DHCC Management Organisation shall be entitled to charge one percent (1%) per month (“Compensation”) on any sums due and payable by an Owner under the Master Community Declaration and these Master Community Rules calculated on a daily basis from the due date until the date that the sums are paid in full together with the Compensation calculated to the day of repayment. All payments made shall be first with respect to any outstanding Compensation and then in relation to any outstanding sum.
- 4. Roadways and parking areas**
- 4.1 The Master Developer will not be, nor will the DHCC Management Organisation or any of their agents be responsible for any loss or damage of any vehicles within the Master Community.
- 4.2 Owners and Occupiers may only park in parking bays:
- (a) they are authorised to use; and
 - (b) in accordance with the terms of any parking licence granted by the DHCC Management Organisation or Master Developer (if applicable); and
 - (c) in accordance with the directions of the DHCC Management Organisation and Master Developer.
- 4.3 Vehicles parked in any public parking bays (e.g. the Car Parking Areas) must be parked within its boundaries and not overlap in any way. Vehicles may only be parked in such public parking bays for no longer than the time limit imposed.
- 4.4 Parking bays designated for use by visitors or handicapped persons should not be occupied by Owners or their Occupiers and should be used only for the purpose and timeframes specified by the DHCC Management Organisation from time to time. Offenders who do not comply may have their vehicle towed at the offender’s expense.
- 4.5 It is not permissible to store goods or equipment on any parking bays. Parking bays are only for the parking of vehicles and must not be constructed upon or in any way closed in.
- 4.6 Owners and Occupiers are not permitted to sub-licence or part with possession of any parking bays they are authorised or entitled to use without the consent of the DHCC Management Organisation.
- 4.7 Owners and Occupiers must not (nor allow their contractors or service providers to) use the Common Use Facilities for the purposes of loading, or accepting the delivery of, goods or materials of any description (including for moving in or moving out purposes). The loading and delivery of goods and materials (including for moving in or moving out purposes) must only take place within a loading dock that forms part of a Plot or such other areas of a Plot designated for this purpose.
- 5. Damage to Common Use Facilities**
- 5.1 An Owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Use Facilities or the Utilities Infrastructure without the prior written approval of the DHCC Management Organisation.

5.2 Drains, toilets and other shared infrastructure must be used strictly for the purpose designed and no waste of any kind other than that for which designed shall be deposited in the same.

5.3 Where any damage is caused by an Owner, the damage must be rectified by that Owner and in accordance with the directions of the DHCC Management Organisation. Where the Owner is in default, the DHCC Management Organisation may rectify the same and claim all costs incurred from the party in default on a full indemnity basis.

6. Behaviour of Owners and Occupiers

6.1 Owners must not and must procure that Occupiers do not without lawful excuse:

- (a) create any noise in its Plot, Building Volume or Unit or the Common Use Facilities or Common Areas generally likely to interfere with the peaceful enjoyment of other Owners or Occupiers;
- (b) carry out any annoying, obnoxious or offensive activities in its Plot, Building Volume or Unit or the Common Use Facilities or Common Areas;
- (c) do or allow to be done or maintained on any part of its Plot, Building Volume or Unit or the Common Use Facilities or Common Areas any activity which may be or may become an annoyance or nuisance to other Owners or Occupiers;
- (d) wear inappropriate clothing when on the Common Use Facilities or Common Areas or use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers. In determining what clothing is appropriate, regard will be had to local customs and guidelines;
- (e) behave in a way that objectively speaking is offensive or dangerous;
- (f) hold any party or public function on any of the Common Use Facilities or Common Areas except where authorised by the DHCC Management Organisation and in accordance with any directions as they may specify;
- (g) drive at excessive speeds or in a discourteous or dangerous manner on any part of the Master Community. Signs stating speed limits for certain areas must be strictly complied with;
- (h) drive, rollerblade, cycle or skateboard or conduct other similar activities over the Common Use Facilities or other parts of the Master Community or play any ball games or activities unless in areas designated for such purposes or with the prior written approval of the DHCC Management Organisation;
- (i) clean any car or other item in a manner that may cause any dust, fumes or water to flow from one area of the Master Community to another causing a nuisance or damage to the Master Community;
- (j) leave any children under the age of twelve (12) unsupervised on any Common Use Facilities or within the Master Community generally;
- (k) operate any equipment or machinery that may cause interference with reception or operation of the machinery or equipment of others;
- (l) conduct or permit to be conducted on their Plot, Building Volume or Unit or the Common Use Facilities, Common Areas or the Master Community any auction, clearance or liquidation sales or unethical business practice;
- (m) ask an employee or contractor of the DHCC Management Organisation or Master Developer to complete works in their Plot, Building Volume or Unit unless such requests are authorised by the DHCC Management Organisation;
- (n) photograph or take video footage of others;

- (o) enter, swim, or throw anything in any water feature, pond, lake or waterway of any kind forming part of the Common Use Facilities;
- (p) undertake any solicitation for business or hawking of goods or services without first obtaining the express written consent of the DHCC Management Organisation;
- (q) throw or allow to be thrown or dropped any article, or substance whatsoever from or out of their Plot, Building Volume or Unit or from any terrace; or
- (r) litter any part of the Common Use Facilities or Common Areas, and further shall not place upon any sill, ledge or other like part of their Plot, Building Volume or Unit, any article or substance.

7. Garbage disposal - General Obligations

- 7.1 Owners and Occupiers must not accumulate or deposit rubbish in their Plot, Building Volume or Unit or the Common Use Facilities or Common Areas and shall ensure that all rubbish and refuse is removed from their Plot, Building Volume or Unit to such locations as determined and notified by the DHCC Management Organisation or their Management Company (as applicable).
- 7.2 Owners must, in relation to the designated shared receptacles for garbage, recyclable material or waste, ensure that before garbage, recyclable material or waste is placed in the receptacles:
 - (a) in the case of garbage, it is securely wrapped;
 - (b) in the case of tins or other containers they are completely drained; and
 - (c) in the case of recyclable material or waste, it is separated and prepared in accordance with the applicable recycling guidelines, if any.
- 7.3 Owners and Occupiers must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled or alert the DHCC Management Organisation or other responsible entity in order that it may attend to such cleaning.
- 7.4 Owners must:
 - (a) comply with the DHCC Management Organisation's instructions for the storage, handling and collection of garbage, waste and recyclable material; and
 - (b) notify the DHCC Management Organisation of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste.
- 7.5 If an Owner fails to remove any garbage, recyclable material or waste strictly in compliance with this Community Rule, the DHCC Management Organisation shall be entitled to enter any Plot, Building Volume or Unit and remove the garbage, recyclable material or waste at the Owner's cost and expense.
- 7.6 The DHCC Management Organisation shall be entitled to give directions and set additional guidelines in relation to the storage, handling and disposal of garbage.
- 8. Retail garbage, waste and odours**
- 8.1 Owners must ensure that retail operators take particular care with the storage and handling and removal of garbage to ensure:
 - (a) no unsightly areas develop or bins clutter areas creating hazards, obstructions or are aesthetically displeasing;
 - (b) odours are minimised; and

(c) the avoidance of pests.

8.2 Owners acknowledge and agree that the DHCC Management Organisation shall be entitled to impose requirements in relation to extraction and odour reducing systems for any restaurant or other premises involved in food preparation to ensure doors do not disturb other Owners or Occupiers.

9. Security and safety

9.1 Where the DHCC Management Organisation or any of its agents or employees have reason to believe there is or is likely to be imminent danger to person or property, they shall be entitled to alert the Relevant Authorities.

9.2 In the event that the DHCC Management Organisation acting on reasonable grounds has reason to believe that waiting for the arrival of the Relevant Authorities could result in serious injury or major damage to property, the DHCC Management Organisation or their agents may make a forced entry into the Plot, Building Volume or Unit and shall not be liable for any embarrassment or trespass when acting reasonably and in good faith.

9.3 An Owner shall give to the DHCC Management Organisation and Master Developer prompt notice in writing of any defect or want of repair in any services to or fittings in the Common Use Facilities and of any circumstance likely to be or cause any danger, risk or hazard.

10. Rules applying on transfer of Plots, Building Volumes or Units

No Real Estate Interest or Possessory Right shall be created, transferred, assigned, transmitted or dealt with in any way other than strictly in accordance with the Register Rules.

11. Changes in use or conversions of Plots, Building Volumes or Units

11.1 Except as specified below in Rule 20 of these Master Community Rules in relation to retail Plots, Building Volumes or Units an Owner shall not change the use or dimensions of, carry out any alterations to, or undertake any conversion of its Plot, Building Volume or Unit or associated buildings and improvements without the prior written consent of the DHCC Management Organisation.

11.2 The granting or withholding of consent to any application under Rule 11.1 shall be at the discretion of the DHCC Management Organisation. If the DHCC Management Organisation consents, such consent may be granted upon conditions including but not limited to:

(a) the payment to the Master Developer or DHCC Management Organisation by the applicant of additional sums if any change results in an increase in the built up area or gross floor area from those areas previously agreed with the Master Developer for the Plot, Building Volume or Unit having regard to the market value of such additional area at the time of the increase;

(b) the payment of all costs by the applicant incurred by the DHCC Management Organisation in engaging consultants to produce reports relating to the impact of any change including the impact on traffic circulation, utilities and other infrastructure arising out of in any way connected with the increased area or conversion, alteration, change of use or dimensions;

(c) the payment of all costs incurred by the DHCC Management Organisation in obtaining the consent of any Relevant Authority to any changes to the Site Plan or Master Plan or terms of this Master Community Declaration; and

(d) the payment of a fair proportion by the applicant of the costs of any Utility Provider for any changes to Utilities Infrastructure or other infrastructure or required upgrades.

12. Procedures for construction activities

12.1 Owners are required to notify the DHCC Management Organisation (or its agents) in advance of any construction company arriving.

12.2 Access for commercial vehicles, machinery and heavy goods vehicles will not be permitted, unless written approval has been obtained from the DHCC Management Organisation.

12.3 Any construction activities are strictly regulated and the consent of the DHCC Management Organisation is required prior to access being allowed. The Master Developer and the DHCC Management Organisation shall be entitled to require any Owner or their agents and contractors to agree to and comply with the Design Standards and the Architectural Standards.

13. Keeping of pets

13.1 The following Community Rules apply in relation to the keeping of pets within the Master Community:

- (a) Animals, including poultry, fowl, wild animals, horses, cattle, sheep, goats, swine or any other type of animal not considered to be a domestic household pet may not be brought into or kept within the Master Community. Animals that may be kept within the Master Community as household pets are domestic dogs, cats, birds and fish, provided they are not kept, bred or raised for commercial purposes, nor, as determined by the DHCC Management Organisation, kept in unreasonable quantities.
- (b) Pets must be housed and cared for in a humane manner and in accordance with best international practices on animal care.
- (c) No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance.
- (d) All dogs shall be kept on a leash within the Common Use Facilities.
- (e) Any dog faeces deposited upon any portion of the Common Use Facilities shall be promptly removed and properly disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees that exercise the pet.
- (f) All pets must wear appropriate identification at all times when outdoors.
- (g) Pet owners are liable to all other Owners, Occupiers and their guests and invitees for the actions of any animal brought or kept by them in the Master Community.
- (h) The DHCC Management Organisation is the sole decision maker in determining whether an animal is:
 - (i) a domestic household pet;
 - (ii) making an unreasonable amount of noise;
 - (iii) behaving in an unreasonable manner;
 - (iv) accessing the Common Use Facilities without proper care or restraint;
 - (v) a nuisance or
 - (vi) required to be permanently removed from the Master Community.

The decision of the DHCC Management Organisation in such matters is final, conclusive and shall be enforced accordingly, including taking appropriate legal action.

- (i) Pet food of any kind may not be left on Common Use Facilities, or near any structures, including front porches, decks or balconies.
- (j) Owners and Occupiers may contact the Relevant Authorities if there is a serious incident involving a pet within the Master Community. This includes losing pets,

abandoned pets, inhumane treatment of a pet, disturbance by a neighbour's pet within the Master Community and being attacked by a pet.

14. Terraces and balconies

- 14.1 Owners must keep terraces and balconies clean and tidy and in accordance with any guidelines set down by the DHCC Management Organisation.
- 14.2 No object shall be thrown from terraces or balconies ever and all items kept upon the terraces or balconies must be made secure in order that it cannot be blown or knocked from the terrace or balcony.
- 14.3 No barbeques or open flames are allowed on any apartment balcony area and shall only be allowed on terraces where the prior written consent of the DHCC Management Organisation has been obtained.

15. No short term letting

Other than the Plots comprising hotel or serviced apartments (or a combination of both), no Owner or Unit Owner shall offer short-term letting, being letting of premises for less than six (6) months.

16. Swimming pools

- 16.1 This Rule applies if a Plot has one or more Swimming Pools.
- 16.2 Swimming Pools must be kept clean and free from algae.
- 16.3 Swimming Pools must be kept, used and operated in accordance with all regulations and guidelines set down by the Dubai Municipality and any other Relevant Authorities.

17. Pest control

- 17.1 Owners and Occupiers are responsible, at their own expense, to undertake all pest control measures reasonably necessary to protect their Plot, Building Volume or Unit (as applicable) against pests.
- 17.2 Plots, Building Volumes and Units should be routinely checked and treated for pests, including regular cleaning of any water features (e.g. fountain or pond) to ensure that mosquito or other insects do not breed in the water.

18. Retail operations

- 18.1 Owners of Plots, Building Volumes or Units comprising in whole or part retail uses must ensure that any shopping trolleys or rubbish or other items regularly being left in any Common Use Facilities are removed and stored appropriately.
- 18.2 The DHCC Management Organisation shall be entitled but not obliged to promulgate additional Master Community Rules establishing a retail strategy. Such retail strategy may include:
 - (a) co-ordinated opening and closing hours for retailers;
 - (b) the establishment of a fund for the promotion of the Master Community retail operations and the levying of charges upon such Plot, Building Volume and Unit Owners who undertake retail operations within the Master Community; and
 - (c) the establishment of a retail committee to review and discuss matters of mutual interest and concern with regard to the retail.

19. Retail signage and fit-out works

- 19.1 Owners, shall in relation to any retail space:

- (a) be entitled to erect signage in the areas designated by the DHCC Management Organisation provided it meets the requirements of the DHCC Management Organisation;
- (b) obtain all consents from the Relevant Authorities for such signage;
- (c) comply with those reasonable requirements for completing fit-out works as set out or promulgated by the DHCC Management Organisation; and
- (d) ensure that signage is kept clean and well maintained and replaced when this becomes damaged or faded.

19.2 Fit out works shall be conducted in accordance with Rule 2 of these Master Community Rules, the Design Standards and the Architectural Standards.

20. Changes to retail uses

20.1 Without limiting Rule 2 of the Master Community Rules, Owners will be able to change the retail use of any retail premises (for example from a bookshop to a travel agency) with the prior written consent of the DHCC Management Organisation provided:

- (a) any change in use must be consistent with the mixed use nature of the Master Community; and
- (b) restaurant, food and beverage uses are allowed provided the requirements of the Relevant Authorities and the DHCC Management Organisation are met, including that:
 - (i) fume extraction equipment is installed professionally with ducts to be cleaned regularly and exhaust to exit in a manner that prevents any discoloration of any part of the Master Community and limits the permeation of odours; and
 - (ii) inflammable materials are stored safely and in accordance with the directions of the Relevant Authorities and DHCC Management Organisation.

21. Presentation of shops and merchandise and displays

Stock and merchandise must be presented attractively and all retail premises and areas must be clean and well presented as they will be viewed by the members of the public and other Owners. The DHCC Management Organisation shall be entitled to set reasonable guidelines in this regard.

22. Trade licenses

Commercial enterprises operating from any Plot, Building Volume or Unit must at all times have and maintain in force a valid trade license, other necessary licenses or permissions for its business and meet any other statutory requirements and at all times comply with the requirements and conditions of the DHCC Management Organisation in relation to licensing and permit matters (e.g. paying outstanding Master Community Service Charges prior to a licence being issued or an approval being granted).

23. Contact details of Owners and Occupiers

In addition to their obligations under the Register Rules, each Owner of a Plot (including Management Companies on behalf of Jointly Owned Properties) must promptly provide the DHCC Management Organisation with all relevant contact details of the Owner (and, in the case of Jointly Owned Properties, Unit Owners) and their Occupiers, to facilitate the development of an 'Owners and Tenants Database' to be maintained by the DHCC Management Organisation in relation to all Plots within the Master Community..

24. Non-compliance

Non-compliance with these rules may result in a fine or penalty issued by the DHCC Management Organisation to the defaulter in accordance with Schedule 7 of this Master Community Declaration or as otherwise determined by the DHCC Management Organisation.

SCHEDULE 3 REGISTER RULES

1. DEFINITIONS

Any capitalised terms used in these Register Rules shall have the meanings set out in Clause 1 of the General Terms of the Master Community Declaration or as set out below:

Alienation	means: (a) any Transfer; (b) grant of a Possessory Right; or (c) any contractual arrangement or understanding that has the effect of or will lead to a Transfer or grant of a Possessory Right.
Possessory Right	means the right to be in possession or use a Plot, Building Volume or Unit for any period of less than ten (10) years such as a lease or license but excludes anything in the nature of a Short-term License.
Real Estate Interest	means any right to title, whether or not such title has issued, and any leasehold or similar right to possession of or use of a Plot, Building Volume or Unit or any part thereof for a period equal to or exceeding ten (10) years. In determining whether a period is equal to or exceeds ten (10) years, the same will exceed ten (10) years where the Occupier has the right to call upon successive renewal rights totaling ten (10) years or more.
Registration Fees	means any costs or charges of the DHCC Management Organisation or Relevant Authorities pertaining to the Transfer of any Real Estate Interest.
Short-term License	means any legally licensed short term accommodation arrangement or other arrangement for short term access to or use of an area as approved by the DHCC Management Organisation from time to time.
Transfer	means the transfer of any right or interest in a Real Estate Interest, whether in whole or in part, and will be deemed to include any change in a beneficial right including a transfer of shares in a company or change in beneficial ownership under any trust where such company or trust either directly or indirectly has an interest in the Real Estate Interest.
Transfer Fees	means four percent (4%) of the value of the Real Estate Interest the subject of the Transfer (or such other amount determined by the DHCC Management Organisation (or the Relevant Authority, as applicable) from time to time).

2. CREATION OF REAL ESTATE INTERESTS & POSSESSORY RIGHTS

- 2.1 No Owner may grant a Real Estate Interest in their Plot, Building Volume or Unit (whether in relation to an off plan interest or completed property) without the prior approval of the DHCC Management Organisation, which the DHCC Management Organisation shall be entitled to grant or withhold at the DHCC Management Organisation's discretion.
- 2.2 If the DHCC Management Organisation grants its approval to the creation of any Real Estate Interests, the DHCC Management Organisation shall be entitled to do so upon conditions which may include but are not limited to:
- (a) the Owner or its transferee paying to the DHCC Management Organisation (or the Relevant Authority, as applicable), a Transfer Fee calculated on the value of the Real

- Estate Interest to be created, with such value to be determined by the DHCC Management Organisation (or the Relevant Authority, as applicable);
- (b) the transferee or beneficiary of the Real Estate Interest entering into the Utility Services Agreement for the Real Estate Interest;
 - (c) in the case of any Plot or Building Volume to be converted to a Jointly Owned Property, the DHCC Management Organisation approving:
 - (i) the Common Areas plans and any Unit or Building Volume plans;
 - (ii) the Jointly Owned Property documentation and constitutional documentation for the Jointly Owned Property, which documentation will be consistent with the rights and obligations set down in this Master Community Declaration; and
 - (iii) any sales and marketing documentation.
- 2.3 The party requesting the creation of the Real Estate Interests pays the costs of the DHCC Management Organisation including any costs of any consultants it may engage in approving the subdivision including any Transfer Fees or Registration Fees.
- 2.4 Once approved by the DHCC Management Organisation, no Jointly Owned Property documentation and constitutional documentation for the Jointly Owned Property, will be amended without the approval of the DHCC Management Organisation.
- 2.5 Once created, all Real Estate Interests will be owned, conveyed and transmitted subject to this Master Community Declaration.
- 2.6 The Owner of the Plot, Building Volume or Unit will ensure that:
- (a) the terms upon which any Possessory Right are granted to any occupier are consistent with the obligations of the Owner (as applicable) and any Occupier under the Master Community Declaration;
 - (b) if permitted under the lease or contractual arrangement for the Possessory Right, the Occupier will not sub-lease or grant any further Possessory Right without also ensuring their subtenant or assignee will also comply with the obligations of the Owner or Occupier under Clause 2.6(a) of these Register Rules;
 - (c) the lease or contract is registered with the DHCC Management Organisation in the Real Estate Register as a Possessory Right and the Occupier signs the Utility Services Agreements with the relevant Utility Providers.

3. TRANSFER, TRANSMISSION OR ASSIGNMENT OF REAL ESTATE INTERESTS

- 3.1 Once created, a Real Estate Interest may not be Transferred, other than in accordance with this Clause 3 of the Register Rules.
- 3.2 Prior to the Transfer of any Real Estate Interest, the Owner will ensure that the prospective transferee receives a copy of the Master Community Declaration.
- 3.3 Prior to the Transfer of the Real Estate Interest, the Owner and the transferee will be required to attend at the office of the DHCC Management Organisation or the Relevant Authority (as notified by the DHCC Management Organisation to the Owners from time to time) and complete the following formalities:
- (a) the transferee will provide the following information to the DHCC Management Organisation and the Relevant Authority (as applicable):
 - (i) identification details such as a copy of their passport;

- (ii) residency or nationality details, such as a copy of their residents visa if a resident or national ID card;
 - (iii) contact details, including telephone, email, post and a physical address;
 - (iv) emergency contact details (being the details of a close relative or friend or Affiliate);
 - (v) in the case of a company, the commercial registration or trade license (if applicable), up to date transcripts of shareholder and director information for the company as well as the details above for the manager; and
 - (vi) such procedures or other details as the DHCC Management Organisation may reasonably require including the full beneficial ownership of the Plot, Building Volume or Unit.
- (b) the transferee will sign such Utility Services Agreements and other documentation as the DHCC Management Organisation and the Utility Providers may reasonably, including the Declaration of Adherence where the transferee agrees to be bound by the terms of the Master Community Declaration; and
- (c) the Owner or the transferee (as may be agreed between them) shall pay the Transfer Fee and any Registration Fees to the DHCC Management Organisation (or the Relevant Authority, as applicable) as cleared funds, with the DHCC Management Organisation to procure the Transfer Fee and/or Registration Fees to be transferred to the Relevant Authorities (if applicable).
- (d) The DHCC Management Organisation will not unreasonably withhold its consent to a Transfer where:
- (i) in the case of the transfer of a whole Plot:
 - (A) the transferee is in the view of the DHCC Management Organisation of good standing and has sufficient resources to meet its obligations under the Master Community Declaration;
 - (B) the transferee has signed or agreed to sign prior to the issuance of title the Declaration of Adherence; and
 - (C) the terms of any parking licenses have been complied with.
 - (ii) In the case of any Transfer of part of any Plot, the Plot Owner has agreed to comply with the DHCC Management Organisation's and all Relevant Authorities' requirements regarding the subdivision and transfer of parts of buildings including as may apply in relation to parking.
- (e) The DHCC Management Organisation will not unreasonably withhold its consent to the grant of a Possessory Right where:
- (i) the grant includes an obligation on the tenant or licensee to abide by the rules and regulations of the DHCC Management Organisation as may apply to tenants or licensees; and
 - (ii) the grant is over an area that has been or is to be subdivided in accordance with the rules and regulations of the DHCC Management Organisation and other Relevant Authorities; and
 - (iii) the grant includes sufficient parking bays for the use of the grantee.
- (f) In no case will the DHCC Management Organisation be obliged to approve an Alienation where the Plot Owner is in breach of these General Land Covenants, the Master Community Declaration generally or any other rules or regulations imposed by the DHCC Management Organisation or the Master Developer.

- (g) The DHCC Management Organisation shall be entitled to maintain a record of all dealings in relation to the Alienation of all real estate in the Master Community and all Plot Owners will and will procure their Occupiers to provide the DHCC Management Organisation with names and other personal information necessary for the DHCC Management Organisation's purposes. The DHCC Management Organisation shall hold any of such data in accordance with the Applicable Laws pertaining to personal information and privacy and its data policies.
- 3.4 In any case, where the Owner is not resident in the UAE, the Owner must provide to the DHCC Management Organisation details of a UAE resident who is authorised to accept correspondence on behalf of the Owner, and act in the case of emergencies, together with the details set out in Clause 3.3(a) for this resident.
- 3.5 Upon completion of the above formalities and provided the Owner is not in breach of any other obligations under the Master Community Declaration and has paid any Master Community Service Charges that are payable up to the date of the Transfer, the DHCC Management Organisation will process the registration of the Transfer of the Real Estate Interest to the transferee.
- 3.6 Once the Transfer is processed, in accordance with Clause 3.5 of the Register Rules, the transferee acknowledges and accepts that the transferee assumes all rights and obligations in relation to the Real Estate Interest under the Master Community Declaration including any unperformed obligations of the previous Owner.
- 4. CREATING ADDITIONAL LAND COVENANTS AND CORRECTIONS TO TITLE DEEDS**
- 4.1 The DHCC Management Organisation may from time to time create and impose land covenants in addition to (or varying) those in Schedule 6 and update the Real Estate Register, and procure the update of title deeds if necessary. Such covenants may be general land covenants or specific land covenants that deal with a specific issue concerning a Real Estate Interest or Real Estate Interests within the Master Community. Owners and Occupiers must comply with any additional land covenants created and imposed by the DHCC Management Organisation under this Clause 4 to the extent it concerns their Real Estate Interest.
- 4.2 The DHCC Management Organisation may also make corrections to a title deed (or procure such corrections) in the Real Estate Register as and when required to address any omissions, errors or inconsistencies on the title deed and re-issue it (or procure it to be re-issued) accordingly.

SCHEDULE 4 INSURANCE REQUIREMENTS

PART A - INSURANCE FOR MASTER COMMUNITY

Insurance policies to be effected and maintained by the DHCC Management Organisation (or the Master Developer on behalf of the DHCC Management Organisation, as applicable) are as follows:

- (b) comprehensive all risks insurance policy against damage or destruction to the Common Use Facilities (including assets it acquires or has a vested interest in, as they relate to the Common Use Facilities) by flood, explosion, fire, lightning, storm, tempest, act of terrorism, water and any other reasonably foreseeable and insurable risk for:
 - (i) its full replacement value (including demolition costs); and
 - (ii) the costs incidental to its replacement or reinstatement, including the cost of removal of debris and professional fees on rebuilding,
 so that the Common Use Facilities (or any parts of them) are reinstated to their condition when they were new;
- (c) third party liability for damage to property or bodily injury to any person howsoever arising in relation to the Common Use Facilities;
- (d) Community Use Facility plant and equipment against machinery breakdown;
- (e) loss of rent and business interruption; and
- (f) professional indemnity cover for the officers of the DHCC Management Organisation.

PART B - INSURANCE FOR PLOTS (INCLUDING PLOTS THAT ARE JOINTLY OWNED PROPERTIES)

Insurance policies to be effected and maintained by Owners and Occupiers (as applicable) of Plots are as follows:

- (a) a comprehensive all risks insurance policy against damage or destruction to the Plot (including all structures and Jointly Owned Properties) by flood, explosion, fire, lightning, storm, tempest, act of terrorism, water and any other reasonably foreseeable and insurable risk for:
 - (i) its full replacement value (including demolition costs); and
 - (ii) the costs incidental to its replacement or reinstatement, including the cost of removal of debris and professional fees on rebuilding,
 so that the Plot and structures (or any parts of the Plot or structures) are reinstated to their condition when they were new;
- (b) third party liability for damage to property or bodily injury to any person howsoever arising in relation to the Plot;
- (c) machinery breakdown insurance for plant and equipment in their Plot;

- (d) for a Jointly Owned Property, professional indemnity cover for the officers of the Management Company;
- (e) insurance for contents and personal belongings within the Plot (or in the case of Jointly Owned Property, within its common areas);
- (f) insurance against such other risks that a prudent owner (or custodian) of such property would reasonably effect; and
- (g) any other insurances reasonably required by the DHCC Management Organisation.

PART C - INSURANCE FOR BUILDING VOLUMES (INCLUDING THOSE THAT FORM PART OF A JOINTLY OWNED PROPERTY, BUT EXCLUDING THOSE THAT ARE A JOINTLY OWNED PROPERTY IN THEIR OWN RIGHT) AND UNITS

Insurance policies to be effected and maintained by Owners and Occupiers (as applicable) of Building Volumes and Units are as follows:

- (a) third party liability for damage to property or bodily injury to any person howsoever arising in relation to the Building Volume or Unit; and
- (b) insurance for contents and personal belongings within the Building Volume or Unit;
- (c) insurance against other risks that a prudent owner of such property would reasonably effect; and
- (d) any other insurances reasonably required by the DHCC Management Organisation.

SCHEDULE 5 DECLARATION OF ADHERENCE

DHCC PHASE 1 MASTER COMMUNITY

THIS DECLARATION is made the _____ day of _____ by [the name of the proposed new Owner of the Plot or Unit] of [Insert new Owner's address including a physical address for service].

WHEREAS:

- (A) I/We propose to take title to the [Plot / Building Volume / Unit] with property identification number [insert] ("the Property") located in [for a Building Volume or Unit, insert the Building within the Master Community] of the Master Community.
- (B) If the Property forms part of a Jointly Owned Property, the Property is subject to the applicable Jointly Owned Property Declaration(s).
- (C) I/We have read and understood the Master Community Declaration and the Jointly Owned Property Declaration(s) (if applicable) and agree to be bound by its/their terms.
- (D) Without in any way limiting my/our obligations pursuant to the Applicable Laws, I/we agree to sign this Declaration of Adherence in order to affirm my/our obligations towards the Master Community, the Jointly Owned Property scheme and Management Company(s) (if applicable) and other Owners.

INTERPRETATION

Expressions defined in the Master Community Declaration and the Jointly Owned Property Declaration(s) (if applicable) shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence (as appropriate).

NOW I/WE AGREE AS FOLLOWS:

1. I/We hereby undertake to and covenant in favour of the DHCC Management Organisation, Master Developer, the Management Company(s) (if applicable) and all other Owners that I/we will comply with:
 - (a) the provisions of, and perform all the obligations in the Master Community Declaration and the Jointly Owned Property Declarations (if applicable) in respect of the Property and its ownership;
 - (b) all Master Community Rules; and
 - (c) all lawful directions of:
 - (i) the DHCC Management Organisation and the Master Developer; and
 - (ii) the Management Company(s).
2. I/We acknowledge that the DHCC Management Organisation may amend the Master Community Declaration and Site Plan as the DHCC Management Organisation considers being in the best interests of the Master Community.
3. I/We acknowledge and agree that:
 - (a) upon transfer of title to the Property or signing this Declaration of Adherence I/we become liable for all Master Community Service Charges and Service Charges (if applicable) assessed against the Property whether levied in the past, current or future;
 - (b) I/we may be liable to pay compensation on any unpaid Community Charge and Service Charges (if applicable) at the prevailing rate set by the DHCC Management Organisation and Management Company(s) respectively; and

- (c) I/we will not set-off, deduct or withhold Master Community Service Charges and/or Service Charges (if applicable) for any reason including but not limited to:
- (i) any dispute with any third party including the seller of the Property; and.
 - (ii) any dispute with the DHCC Management Organisation or the Management Company(s).
4. I/We agree to raise any dispute regarding Master Community Service Charges and/or the Service Charges (if applicable) within two (2) weeks from the date of invoice and any dispute shall be finally settled by the Relevant Authorities and pursuant to the Applicable Laws but without any right of set off or deduction.
5. I/We acknowledge and agree that the DHCC Management Organisation has the exclusive right to provide or procure certain services in accordance with the Master Community Declaration including, the right to approve or direct the appointment of the Management Company for all Jointly Owned Properties in the Master Community.
6. I/We will promptly notify the DHCC Management Organisation and the Management Company once I/we are registered as the Owner on the title to the Property and to provide a copy of the title to the DHCC Management Organisation and the Management Company(s).
7. I/We agree that to ensure that the DHCC Management Organisation and the Management Company(s) have up to date contact details and an emergency contact person, provided that the DHCC Management Organisation and/or the Management Company(s) may at any time, also effect service of any notice at the Property.
8. I/We acknowledge and agree that the DHCC Management Organisation and the Master Developer shall have unfettered rights of easement and control over any areas within the title boundary of the Property which in any way:
- (a) affect the safety or persons or property in the Master Community; and
 - (b) are required for the better management and administration of the Master Community.
9. This Declaration of Adherence in no way limits any obligations I/we may have under the Applicable Laws, the Master Community Declaration or the Jointly Owned Property Declaration(s) (if applicable).
10. I/We warrant that I/we have the authority to enter into this Declaration of Adherence and to bind the Owner of the Property.

I/We do solemnly make and swear this Declaration of Adherence by signature and date herein after written and do indemnify the DHCC Management Organisation, the Master Developer, the Management Company (if applicable) and all Owners for any costs claims or liabilities arising out of any failure to meet all obligations including under this Declaration of Adherence, the Master Community Declaration, the Jointly Owned Property Declaration(s) or otherwise.

Signed

New Owner: _____ Joint Owner: _____

New Owner Name: _____ Joint Owner Name: _____

Dated: _____ Dated: _____

Witnessed

Witness Signature: _____ Designation: _____

Witness Name: _____ Dated: _____

SCHEDULE 6 GENERAL LAND COVENANTS

5. ADDITIONAL EASEMENTS & COVENANTS

5.1 Utility Services infrastructure:

- (a) All Plot Owners grant to the DHCC Management Organisation and the Master Developer and those claiming through or authorised by the DHCC Management Organisation or the Master Developer such as Utility Service Providers, the right to enter onto their Plot, with or without equipment for completing works and inspections in relation to the Utility Services infrastructure.
- (b) The DHCC Management Organisation and the Master Developer shall use reasonable endeavours to minimize any disruption or inconvenience but shall not be liable for any disruption or inconvenience howsoever caused. The DHCC Management Organisation and the Master Developer shall or shall procure the Utility Service Providers make good any damage caused in completing any works.

5.2 General Easements and Covenants:

- (a) All Plot Owners grant to the DHCC Management Organisation and the Master Developer and those claiming through or authorised by the DHCC Management Organisation or the Master Developer, the right to enter onto their Plot, with or without equipment for completing works and inspections in relation to the Common Use Facilities or adjacent Plots.
- (b) The DHCC Management Organisation and the Master Developer shall use reasonable endeavours to minimize any disruption or inconvenience but shall not be liable for any disruption of inconvenience howsoever caused. The DHCC Management Organisation and the Master Developer shall or shall procure any authorised party make good any damage caused in completing any works.

5.3 Encroachments: Plot Owners acknowledge and accept that until final surveys are completed, encroachments of the Common Use Facilities onto a Plot, and Plots onto the Common Use Facilities or other Plots, may exist ("Encroachment Areas"). Each Plot Owner grants to each other Plot Owner and to the DHCC Management Organisation and Master Developer:

- (a) an easement right to use the Encroachment Area for the relevant purpose and with no charge; and
- (b) the right for the Plot boundaries to be re-aligned with the approval of the DHCC Management Organisation, the Master Developer and the Relevant Authorities.

5.4 Support and Shelter: Each Plot Owner and the Master Developer in relation to the Common Use Facilities ("Servient Plot Owner") grants to the other adjacent Plot Owners and the Master Developer ("Dominant Plot Owner") the full rights of lateral and subjacent support and shelter ("Support and Shelter Easements"). Each of the Servient Plot Owner and the Dominant Plot owner shall be responsible for a share of the costs of the maintenance and repair of any Support and Shelter Easements provided the Master Developer shall be entitled to assume the responsibility for such maintenance and repairs and pass on the costs of the same as Master Community Service Charges.

6. GENERAL

6.1 Utilities: Where separately metered, each Plot Owner shall pay all Utility Charges in relation to their Plot. If not separately metered the Plot Owner shall pay a fair proportion of the Utility Charges incurred in relation to the Plot as part of the Master Community Service Charges.

6.2 Works: No Plot Owner will conduct Works on their Plot (other than minor decorative or maintenance works to the interior) including erecting any signage or branding unless with

prior written consent of the Master Developer (in its capacity as the original Owner of the Project Land and Owner of the Common Use Facilities - being the benefited land for the purposes of this easement). The Master Developer will not unreasonably withhold its consent to the Works where:

- (a) the Works do not change the aesthetic themes of the District approved by the Master Developer;
- (b) the Works do not alter the gross floor area or built up area of the Plot;
- (c) the Works are to be conducted in accordance with the requirements and procedures of the Master Developer and the Plot Owner has agreed in writing to comply with the same;
- (d) the Plot Owner has agreed to meet the reasonable costs of any consultants engaged by the Master Developer to supervise and approve the works; and
- (e) if required by the Master Developer, a performance bond in favour of the Master Developer and on terms acceptable to the Master Developer has been provided by the Plot Owner.

For the purposes of this easement, and consistency with the Master Community Rules, the Master Developer authorises the DHCC Management Organisation to exercise all its rights and assume all its obligations in connection with this easement.

6.3 Indemnity: Owners acknowledge and accept that:

- (a) the DHCC Management Organisation and the Master Developer conducts its activities under the Master Community Declaration (including these General Land Covenants) for and on behalf of all Owners in the Master Community; and
- (b) accordingly the DHCC Management Organisation and the Master Developer are each entitled to a full indemnity from all Owners for any costs, expenses, claims, losses and liabilities of whatever nature and howsoever arising in any way connected with the DHCC Management Organisation or the Master Developer acting in its respective capacities pursuant to the Master Community Declaration (including these General Land Covenants).

6.4 Trademarks: The Trademarks are the sole and exclusive property of the DHCC Management Organisation, the Master Developer or their Affiliates (as applicable) and any goodwill that may develop, whether directly or indirectly, as a result of the use of the Trademarks by the Plot Owners shall inure solely to the benefit of the DHCC Management Organisation, the Master Developer or their Affiliates. Owners acquiring the Plot, do not obtain any proprietary right or other interest in the Trademarks and shall not, and shall procure that its Occupiers do not:

- (a) use the Trademarks;
- (b) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Trademarks;
- (c) at any time use or apply to register in its own name in any part of the world any of the Trademarks or any intellectual property so nearly resembling the Trademarks as to be likely to deceive or cause confusion; or
- (d) use the Trademarks or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or website or register in its own name as a trading name or domain name any of the Trademarks or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.

**SCHEDULE 7
FINES AND PENALTIES SCHEDULE**

FINES AND PENALTIES SCHEDULE		
VIOLATION	FIRST VIOLATION	REPEAT / ONGOING
GENERAL		
Unauthorized or illegal use, damage or alteration of TPQ Common Use Facilities, property or equipment	AED2,000 + Cost of reparation	AED2,000 (to be doubled with continuation)
Permitting a Nuisance (examples include dogs and loud music), clutter (including unsightly articles) which obstructs or interfere with the rights of other residents or results in an unaesthetic appearance.	Warning	AED500 Fine (to be doubled with repeat / continuation)
Unauthorized or illegal use of a dwelling Unit, including conducting a business from a residence.	Warning	AED2,000 Fine (to be doubled monthly with continuation)
Distribution of advertising and/or door to door solicitation, without approval from the DHCC Management Organisation.	Warning	AED2,000 Fine (to be doubled with continuation)
Training or coaching classes in or on the Common Use Facilities without prior approval from the DHCC Management Organisation.	Warning	AED2,000 Fine (to be doubled with repeat)
Use of DHCC Management Organisation or Master Developer employees for any business or private purposes or verbal or physical abuse of DHCC Management Organisation or Master Developer employees or on-site contractors within the Master Community.	Warning	AED500 Fine (to be doubled with repeat)
PETS		
Failure to comply with the requirements set out in the Master Community Rules concerning pets in the Master Community.	Warning	AED1,000 Fine (to be doubled monthly with continuation)
ACCESSING COMMON USE FACILITIES		
Service providers, building contractors and handymen entering community without approved entry permits and documents.	Warning	AED1,000 Fine (to be doubled with continuation)
Service providers, building contractors and handymen damaging Common Use Facilities. Release of cement or dirt from trucks		AED5,000 Fine + Cost of repairs
Packing and crating materials not removed by service providers, building contractors and handymen from the Common Use Facilities	Warning	AED1,000 Fine (to be doubled with continuation / repeat)

Management Companies, Owners, Occupiers, service providers, building contractors and handymen utilising water or electricity from Common Use Facilities.	Warning	AED1,000 Fine (to be doubled with continuation)
Releasing, dumping or throwing of waste or anything else whatsoever into any water feature or waterways within or near the Master Community.	AED5,000 Fine + Rectification costs+ Fines/penalties/costs imposed by Relevant Authorities	
VEHICLES, PARKING AND ROAD USAGE		
Changing of vehicle oil or other vehicle maintenance on Common Use Facilities.	Warning	AED1,000 Fine (to be doubled with repeat / continuation)
Parking of commercial vehicle overnight on Common Use Facilities	Warning + Request to Remove Vehicle	AED500 Fine To remove Wheel Lock + AED500 Fine
Parking: <ul style="list-style-type: none"> on pavements, gardens, lawns, landscaping areas; within 3 metres of any fire hydrants; or on any prohibited or restricted areas within the Common Use Facilities 	Warning + Request to Remove Vehicle	AED500 Fine To remove Wheel Lock or have vehicle removed by Authorities + AED500 Fine
Vehicles dripping oil on the Common Use Facilities.	Warning + AED500 Fine	AED1,000 Fine (to be doubled with continuation)
Allowing for excessive noise from vehicle engines or music equipment.	Warning + Request to stop nuisance / noise	AED500 Fine (to be doubled with repeat)
HEALTH AND ENVIRONMENT		
Vandalism	AED1,000 Fine + cost of Repairs + Report Activity to Relevant Authority	
Littering and disposal of cigarette butts on Common Use Facilities.	Warning + Request to rectify failure	AED500 Fine per offence
OTHER MATTERS		
Any other breach under the Master Community Declaration or Master Community Rules.	As determined by the DHCC Management Organisation from time to time in its absolute discretion.	