

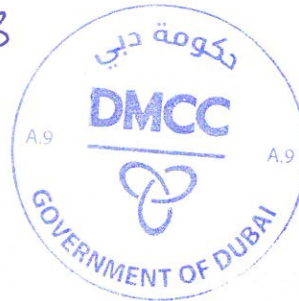
# Community Declaration

This Community Declaration is executed by the Dubai Multi Commodities Centre Authority in its capacity as the District Developer and shall be operative and legally binding from the date of this declaration.

Date of Community Declaration: 19/6/23

Executed by: 

For and on behalf of District Developer



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## Part A Overview and Application of this Community Declaration

### 1 Overview

- (a) The Uptown Dubai District master-planned sub-community (being the "**District Community**", as further defined in the Common Terms and Definitions) is located within the Dubai Multi Commodities Centre Master Community "**DMCC Master Community**" and has been designated as a first class integrated mixed-use sub-community comprising hotel, residential, retail, commercial and leisure aspects supported by shared areas and facilities such as parking, roads, landscaped and open space areas and parks together with certain commercial facilities.
- (b) The District Community is depicted on the District Community Master Plan and comprises Plots (including Future Development Plots), Buildings, Units (referred to as "**Properties**" in this Community Declaration, as further defined in the Common Terms and Definitions), District Community Common Facilities and District Developer Retained Areas, as well as Community Connectors (being connections within the Properties designed to preserve the interconnectivity of the District Community. The District Community Common Facilities (including the Deemed District Community Common Facilities) are located throughout the District Community and comprise the areas and facilities that are made available by the District Developer for the shared use of the Owners and Occupiers (and in some cases, guests and members of the public permitted by the District Developer from time to time), or which otherwise benefit or support the Operation of the District Community.
- (c) In order to facilitate the interconnectivity and permeability of the District Community, the District Developer has created (and reserved the right in the future to create) a number of Community Connectors. Notwithstanding the Community Connectors may be wholly or in part located within designated Properties, such connections shall be designated as "Deemed Master Community Facilities" which shall be under the control and Operation of the Community Management Company to ensure optimum connectivity and permeability throughout the District Community.
- (d) The District Community is intended by the District Developer to be designated as a "major project" under the Dubai Land Department's project classification system, and the District Developer has appointed the Community Management Company to manage the Operation of the District Community and oversee and enforce a coordinated community management regime for the District Community for and on behalf of the District Developer and the stakeholders within the District Community in accordance with this Community Declaration, Law No. (6) of 2019 Regulating the Joint Ownership of Real Estate in the Emirate of Dubai (being the "**JOP Law**", as further defined in the Common Terms and Definitions document) and the requirements of RERA.

### 2 Binding Effect

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



### 3 **Amendment**

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

### 4 **Consistency, Interpretation and Definitions**

- (a) If there is a conflict or inconsistency between this Community Declaration and:
- (i) any Sales Documentation, this Community Declaration prevails to the extent of the inconsistency;
  - (ii) the DMCC MCD, this Community Declaration prevails to the extent of the inconsistency;
  - (iii) a Governance Document, this Community Declaration prevails to the extent of the conflict or inconsistency and such conflicting Governance Document shall be amended accordingly to rectify the inconsistency; and
  - (iv) Applicable Laws, the Applicable Laws prevail to the extent of the inconsistency.
- (b) In this Community Declaration (i) words that are "Capitalised" have the corresponding meanings set out in **Part A** of the Common Terms and Definitions document, which forms an integral part of this Community Declaration; and (ii) the rules of interpretation contained in **Part B** of the Common Terms and Definitions document will apply.

## **Part B** **Management of the District Community**

### 5 **Ownership and Management of the District Community**

#### 5.1 **The District Developer**

Notwithstanding the appointment of the Community Management Company to manage the Operation of the District Community pursuant to **clause 1(c)**, the District Developer is the custodian of the District Community and is responsible for the management of the District Community and the Operation of the District Community Common Facilities, Deemed District Community Common Facilities and is the Owner of the District Developer Retained Areas any Utility Infrastructure, to the extent that these are not Dedicated to a Relevant Authority or Utility Service Provider.

#### 5.2 **Functions and Powers of the District Developer**

- (a) The District Developer has the power and authority to enforce compliance with the obligations and responsibilities imposed upon Owners and Occupiers (and Invitees) under this Community Declaration or Applicable Laws, as necessary to ensure that the District Developer's obligations under this Community Declaration are carried out in a timely and cost-effective manner.
- (b) The District Developer may procure, appoint and delegate some of its responsibilities to the Community Management Company and to one or more Suppliers, third parties or Relevant Authorities (including Affiliates of the District Developer and/or the Community Management Company) to Operate the District Community Common Facilities and exercise such powers, rights and duties entrusted to the District Developer and the



Community Management Company under this Community Declaration, including the power to collect Service Charges and any other monies due and payable to the District Developer or its Affiliates by Owners, Occupiers and Invitees.

- (c) Following completion of the construction works and handover of each designated District Community Common Facility (and any Deemed District Community Common Facility) by the appointed contractors, the District Developer shall, subject to the provisions of the respective contractual arrangements and Applicable Laws (unless and to the extent that such District Community Common Facility is Dedicated to a Relevant Authority), assume the responsibility for the on-going Operation of such facility. The District Developer may alter, replace or remove any District Community Common Facility that the District Developer considers redundant and no longer providing an appropriate benefit to the Owners and Occupiers or the District Community more generally.
- (d) The District Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, develop and construct structures and Improvements and make Alterations within the District Developer Retained Areas, and Subdivide the District Developer Retained Areas into Plots and further District Developer Retained Areas and/or designate areas within the District Developer Retained Areas as Deemed District Community Common Facilities, in each case, subject to the consent of Relevant Authorities.
- (e) A Consent granted by the District Developer and/or the Community Management Company under this Community Declaration does not relieve the Owners or Occupiers from their obligation to obtain any other necessary approval required under Applicable Laws or by the other Relevant Authorities.
- (f) The District Developer and the Community Management Company may impose such conditions in their absolute discretion to any Consent they give to an Owner or Occupier under this Community Declaration and the Owners and Occupiers may not raise any claim or objection to such Consent and/or any conditions thereto.
- (g) The Owner or Occupier (as applicable) must comply with any conditions related to a Consent of the District Developer and/or Community Management Company and the District Developer and/or the Community Management Company may revoke its Consent if the Owner or Occupier (as applicable) does not comply with such conditions.

### 5.3 **The Community Management Company**

- (a) The District Developer has appointed the Community Management Company to manage the Operation of the District Community on behalf of the District Developer in accordance with the JOP Law.
- (b) The Community Management Company shall administer and enforce this Community Declaration for and on behalf of the District Developer subject to and in accordance with the provisions of this Community Declaration, the JOP Law and at all times in the best interests of the District Community. In carrying out its delegated functions, the Community Management Company shall be responsible for keeping and maintaining proper Records and Books of Account including minutes of meetings as set out in the JOP Law, which shall be kept at the office of the Community Management Company. The Community Management Company will charge fees for managing the Operation of the District Community in accordance with the JOP Law which fees shall be a District Community Expense recoverable by way of Service Charges.
- (c) When carrying out its delegated functions, the Community Management Company shall at all times benefit from the same indemnities given by the Owners and Occupiers to the District Developer under this Community Declaration. Notwithstanding such delegated authority and benefiting from such indemnities, the Community Management Company is not the legal representative or agent of the District Developer and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of such delegation.



#### 5.4 The Community Administrator

- (a) The District Developer may from time to time also appoint a Community Administrator to assist it and the Community Management Company, if any, with their administrative, secretarial and financial and obligations under this BMS.
- (b) Should the District Developer appoint a Community Administrator it may delegate to the Community Administrator such powers and functions as the District Developer deems appropriate.

#### 5.5 Committee of Owners

- (a) The Community Management Company shall establish a Committee of Owners in accordance with the JOP Law and the directions of RERA, and such Committee of Owners shall meet at such times and with such frequency as is required under the JOP Law and directed by RERA from time to time.
- (b) The obligations of the Committee of Owners is set out in the JOP Law (and any additional guidelines and directions as may be issued by RERA from time to time) and each member of the Committee of Owners must at all times comply with its obligations in an efficient and timely manner.
- (c) The Committee of Owners shall also meet with the Community Management Company from time to time to discuss the Operation of the District Community and participate in an open dialogue with the Community Management Company to provide constructive feedback and suggestions regarding the Operation of the District Community Common Facilities and the Deemed District Community Common Facilities.
- (d) The Committee of Owners shall perform an advisory function to assist the Community Management Company and District Developer and does not have the power or authority to direct or bind the Community Management Company in respect of the performance of the functions of the Community Management Company or the District Developer under this Community Declaration.

#### 6 District Community Regulations

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



## **7 Rights Reserved in favour of the District Developer**

### **7.1 Advertising, Marketing and Signage Controls**

The District Developer shall set all Signage, marketing and advertising standards, controls, guidelines and associated fees in the District Community including regulating any such activity within a Property.

### **7.2 District Community Signage**

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

### **7.3 District Developer Signage**

The District Developer may in its absolute discretion, and without claim or objection by the Owners or Occupiers, erect any Signage or carry out any advertising, promotional and/or marketing activities within any part or parts of the District Community Common Facilities and Deemed District Community Common Facilities (and within the District Developer Retained Areas) as it sees fit and any revenues collected, and costs and expenses incurred, by the District Developer with respect to such Signage and advertising and/or marketing activities shall solely belong to, and be the responsibility of, the District Developer.

### **7.4 Events and Commercial Activities**

- (a) The District Developer may hold, promote and manage any public or private events upon or within the District Community Common Facilities (including the Deemed District Community Common Facilities) and shall have the right to charge and collect fees relating to such events.
- (b) In the event the District Developer elects to hold an event or undertake commercial activities within the District Community Common Facilities for the benefit of the District Community (and not in its private capacity), the provisions of **clause 15.2** shall apply with respect to any costs, expenses and revenue thereto.
- (c) In the event the District Developer elects to hold events or undertake commercial activities upon or within the District Community Common Facilities in its private capacity (and not for the benefit of the District Community), the provisions of **clause 15.3** shall apply with respect to any costs, expenses and revenue thereto.
- (d) No events or commercial activities may be held by any Owner or Occupier within the District Community Common Facilities, Deemed District Community Common Facilities or any other parts of the District Community, without the prior Consent of the District Developer (which may be withheld or granted upon such conditions as the District Developer determines in the District Developer's sole discretion). The District Developer shall have the right, as a condition of its Consent, to manage and promote all permitted events and commercial activities within the District Community Common Facilities and may charge fees to the applicant Owner in this regard, which fees shall be utilised for the benefit of the District Community and any costs incurred with respect to managing the event shall be allocated as a District Community Expense.

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

**8.1 Management of the Subdivided Properties**

- (a) Subject to Applicable Laws and the approval of RERA, the Community Management Company shall be appointed to manage all Subdivided Properties (including their associated Common Areas).
- (b) The Community Management Company will:
  - (i) prepare the Governance Documents and not seek to amend the Governance Documents for the Property in a manner inconsistent with this Community Declaration or the Applicable Laws;
  - (ii) ensure that the Governance Documents are always updated with respect to any changes which the District Developer may make to this Community Declaration from time to time; and
  - (iii) use all reasonable endeavours to ensure that the Owners and Occupiers within the Subdivided Property comply with their obligations under this Community Declaration.
- (c) The District Developer may impose such additional obligations on Community Management Company as it sees fit in order to ensure a uniform and consistently high standard of management of Properties in the District Community.

**Part C**

**General Duties and Obligations of Owners within the District Community**

**9 Duties and Obligations of the Owners**

**9.1 DMCC Master Community**

- (a) The District Community forms part of the DMCC Master Community. All Owners must comply with, and ensure that its Occupiers and Invitees comply with, the provisions contained in the DMCC MCD at all times
- (b) Any action or omission by an Owner which would constitute a breach of a provision of the DMCC MCD shall constitute a breach by that Owner under this Community Declaration. The District Developer shall have all such rights against such Defaulting Owner in respect of a breach of a provision of the DMCC MCD as it would have if such provision was repeated entirely in this Community Declaration.

**9.2 General Obligations of the Owners**

- (a) Each Owner must comply with, and ensure that their Occupiers and Invitees comply with, the provisions of this Community Declaration, including all District Community Regulations and any guidelines issued by the Community Management Company from time to time pursuant to the terms of this Community Declaration, and must:
  - (i) comply with the decisions and directions of the District Developer and the Community Management Company and not do anything to hinder the implementation of the decisions or directions made by them;



- (ii) ensure that its Property is Operated to the standard required in the Governance Documents relating to its Property, such standard being as determined by the Community Management Company;
- (iii) ensure that its Property is kept secure in respect of any areas and facilities that are not under any Security System entered into by the Community Management Company as a District Community Core Service by the security provider or Supplier nominated (or Consented to) by the Community Management Company;
- (iv) obtain, maintain and immediately provide to the Community Management Company when requested from time to time, a detailed schedule of all Occupiers within its Property, together with a copy of their respective Licences, if applicable;
- (v) comply with Applicable Laws and all conditions of any Licence or Registration relating to or affecting the ownership, use, occupation, Operation, improvement and Disposal of its Property or anything done within or upon it;
- (vi) be responsible for and pay for all connection and consumption charges with respect to Utility Services and pay all property or governmental taxes levied on its Property by the Relevant Authority when due and payable;
- (vii) not restrict or seek to restrict any other Owners' (or Occupiers' and/or Invitees') right to use or access a District Community Common Facility or otherwise interfere with the rights of other Owners (or Occupiers and/or Invitees) in the District Community;
- (viii) behave in a considerate manner towards other Owners, Occupiers, the District Developer and the Community Management Company and their respective Invitees and Suppliers; and
- (ix) strictly comply with the DMCC MCD.

#### 10 **Nature of Owners' Obligations**

- (a) The obligations of each Owner under this Community Declaration are several and not joint and several. Accordingly, no Owner will incur a liability to another party by reason of the default of one or more of the other Owners, provided that, where any Property is owned in the joint names of more than one person, all the Registered Owners of that Property shall be jointly and severally liable for the due performance of all the obligations of the Owner of that Property under this Community Declaration.
- (b) Except in relation to the requirement to pay Service Charges, any provision of this Community Declaration imposing an obligation (positive or negative) on an Owner also imposes that obligation on the Occupiers within the Owner's Property as if such provision were repeated entirely in this Community Declaration except that the reference to "Owner" shall be read as a reference to "Occupier".
- (c) Owners shall use all reasonable endeavours to ensure that their respective Occupiers (and any of their respective Invitees) comply with all of their obligations under this Community Declaration and the District Developer may, but is not obliged to, exercise any rights against both the Owners and the Occupiers (and their respective Invitees) in relation to any breach of this Community Declaration by any of them (at the District Developer's or Community Management Company's sole election).
- (d) Notwithstanding an Owner has granted rights of occupancy to an Occupier (or Occupiers) within a Property, the Owner shall remain responsible to the District Developer for the payment of Service Charges and ensuring that the use and maintenance of the Property complies with this Community Declaration at all times.



- (e) If an Owner is a corporate entity, the Owner shall appoint a Representative (or Representatives) to attend meetings and receive correspondence from the District Developer and shall give written notice of the details of its Representative(s) (and any changes thereto) to the District Developer.
- (f) Anything done by a Representative for an Owner that is a corporate entity has the same effect as if the Owner did that same thing.

## 10.2 Indemnity

### (a) Each Owner:

- (i) is liable for all acts and omissions the Owner (or its Occupiers and Invitees) commits and the consequences of such acts and omissions in occupying or using its Property, the District Community Common Facilities, Deemed District Community Common Facilities or any other parts of the District Community; and
- (ii) releases, indemnifies and holds harmless the other Owners, the DMCC Master Developer, Developer, the Community Management Company (and their respective Affiliates, shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents, representatives and nominated Suppliers) and shall defend the DMCC Master Developer, Developer and the Community Management Company against any and all Losses in any way arising directly or indirectly from:
  - (A) the Owner's (or its Occupiers' or Invitees') occupation or use of its Property, the District Community Common Facilities and/or Deemed District Community Common Facilities and any other parts of the District Community; and/or
  - (B) the construction or performance of any Improvements or Alterations whether or not made under Approved Plans, drawings and specifications.
- (iii) The DMCC Master Developer, District Developer and the Community Management Company shall not be liable for any Losses which are consequential, punitive, exemplary or statutory, nor for any loss of use or loss of value of a Property and shall not be liable for: (i) the development of or failure to develop any part of the District Community Common Facilities, Deemed District Community Common Facilities or the District Community generally, or the development of or failure to develop any Property by the District Developer or an Owner; and/or (ii) any Losses that may arise as a result of any error of judgment or for any mistake of fact or law or for anything which the District Developer or the Community Management Company may do or refrain from doing under this Community Declaration.

## Part D

### Development of the District Community, Alterations and Improvements

## 11 Development of the District Community

### 11.1 Staged Development of the District Community

- (a) The development of the District Community is to be carried out in stages, the timing of which shall be determined by the District Developer in its sole discretion.
- (b) The District Community will be the site of on-going development and construction, including construction of buildings, District Community Common Facilities, the District Developer Retained Areas and Infrastructure.

- (c) The on-going development work may cause interference or disturbance to an Owner's (and an Occupier's) use and enjoyment of its Property and the District Community Common Facilities and no Owner or Occupier shall raise any claim against the District Developer for such interference, disturbance, lack of access or any other nuisance.
- (d) The District Community may (subject to the consent of the Relevant Authorities) be expanded to include additional land and/or further District Community Common Facilities and Deemed District Community Common Facilities to benefit the Owners and Occupiers and the cost of Operating such District Community Common Facilities will form part of the District Community Expenses payable by the Owners by way of Service Charges.
- (e) Each Owner acknowledges that its Weighted Proportion may be amended from time to time as determined by the District Developer in its sole discretion to reflect the addition or reduction of services to, and Beneficial Use of, the District Community Common Facilities and Deemed District Community Common Facilities as the District Community is developed over time.

## 12 Development Plots and Future Development Plot

### 12.1 Reservation of Rights

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

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

- (a) The Owner of each Development Plot or Future Development Plot is responsible at its own cost for the Operation of such plot or parcel in accordance with this Community Declaration and the District Community Regulations.
- (b) The Owner of each Development Plot or Future Development Plot shall ensure that such plot or parcel is sufficiently cleaned, repaired and maintained so as not to cause any damage or nuisance to other Owners including ensuring that no rubbish or debris collects on such plot or parcel and the disposal of rubbish or debris must be managed in accordance with the requirements of the District Developer.
- (c) Where a Development Plot or Future Development Plot adjoins an occupied Property, the Owner of such Development Plot or Future Development Plot shall take reasonable steps to ensure that during construction of such plot or parcel, it is kept secure and materials or equipment cannot escape (by reason of wind or other factor) and affect the use and enjoyment of the adjoining Property or cause any danger, harm or injury to other Properties, Owners, Occupiers and Invitees.



### 12.3 Determination of Future District Community Common Facilities

- (a) As at the date this Community Declaration takes effect, the designation of land and facilities located within a Development Plot and Future Development Plot as District Community Common Facilities (if any) shall remain indicative (and access to such areas by Owners and Occupiers shall be suspended) until such time (if at all) as the relevant areas and facilities are constructed and designated as District Community Common Facilities or Deemed District Community Common Facilities at the District Developer's sole discretion.
- (b) Without prejudice to the generality of **clause 12.3(a)**, the District Developer (and an Owner of a Development Plot or Future Development Plot with the Consent of the District Developer) may vary the location and type of the District Community Common Facilities within a Development Plot or Future Development Plot to better reflect the nature and extent of the development of such plot or parcel, or for the benefit of the District Community.
- (c) The District Developer may in its absolute discretion, and without claim or objection by the Owners or Occupiers, from time to time designate areas within the District Developer Retained Areas as District Community Common Facilities (or Deemed District Community Common Facilities) that are made available for the use of the Owners, Occupiers, Invitees and members of the public, on either a temporary or permanent basis, and upon redevelopment of any District Developer Retained Area create and designate any future District Community Common Facilities (or Deemed District Community Common Facilities) in its absolute discretion.
- (d) The District Developer shall do all things reasonably necessary to amend the District Community Common Facilities Plan to reflect the change in the District Community Common Facilities under this **clause 12.3** to the fullest extent permitted under Applicable Laws, at the sole cost of the party that has caused such change.

### 12.4 Provisional Allocation of District Community Expenses

- (a) The District Developer shall from time to time determine the Service Charge Zones and the Weighted Proportions in accordance with this Community Declaration to ensure the fair allocation of the District Community Expenses between Owners and determining the Service Charges from time to time.
- (b) Until such time as the entire District Community is substantially constructed and operational, certain Owners may not be fully utilising their Property and/or drawing on the resources of the District Community, and as such, the District Developer may vary the Weighted Proportions of all or any of the District Community Expenses to better reflect the Beneficial Use of the District Community Common Facilities and the Deemed District Community Common Facilities by the Benefiting Owners including, for the avoidance of doubt, allocating a reduced Weighted Proportion to a Development Plot or Future Development Plot (or certain classes of Development Plots or Future Development Plot) and, in the case of Development Plots or Future Development Plot not utilising any District Community Common Facilities, refrain from raising Service Charges against such Development Plots or Future Development Plots.

### 12.5 Alteration to Plot Boundaries

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



### 13 Alterations and Improvements

#### 13.1 Design Control Regulations and Construction Regulations

- (a) The District Developer shall issue the Development Control Regulations to control and administer all development within the District Community and all Owners and Occupiers must comply with the Development Control Regulations to the extent that such regulations apply to them and their Property. The Community Management Company (by delegated authority from the District Developer) shall exercise control and supervisory oversight in respect of all design submittals and Development Control Regulations matters within the District Community and ensure coordination and integration of design approvals and development activities within the District Community.
- (b) The District Developer shall also issue the Construction Regulations to govern and regulate all Works within the District Community and all Owners and Occupiers must comply with the Construction Regulations to the extent that such regulations apply to them and their Property. The Community Management Company (by delegated authority from the District Developer) shall exercise control and supervisory oversight in respect of all construction requests and permits and Construction Regulations matters within the District Community and ensure coordination and integration of construction approvals and construction activities within the District Community.

#### 13.2 Construction of Improvements and Alterations

Each Owner:

- (a) must submit its designs and plans for any Improvements and Alterations (including architectural and engineering designs and specifications) it wants to make to its Property for the District Developer's prior Consent;
- (b) is responsible at its sole cost and expense, to procure all necessary Licences, approvals, Consents and permits, as applicable, from the District Developer and from all Relevant Authorities (if any) as may be necessary to carry out any Improvements, Alterations or other Works in relation to its Property;
- (c) must carry out any Works, Improvements and Alterations in accordance with:
  - (i) the District Community Master Plan, Development Control Regulations, Construction Regulations and any other requirements of the District Developer;
  - (ii) the planning and building control regulations of the Relevant Authorities from time to time; and
  - (iii) the Consent of the District Developer issued in accordance with **clause 13.2(a)**; and
- (d) must, promptly after completion of the construction of its Improvements or Alterations on its Property, provide to the District Developer a full set of "as-built" plans and specifications (together with such other plans and specifications as required by the District Developer) in the format reasonably requested by the District Developer, which for the avoidance of doubt includes 3D Revit BIM format.

#### 13.3 Inspections

- (a) The District Developer may (but is not obliged to) inspect any Works from time to time with 24 hours notice (except in the case of an emergency where no notice is required) to ensure that such works are being (or have been) undertaken in accordance with **clause 13.2**. No person may object to the District Developer's inspection rights in this Community Declaration.

- (b) The District Developer shall have the right to require the cessation of any Works which are being undertaken (or the demolition of Works that have been undertaken) in breach of **clause 13.2** and the Owners and Occupiers must promptly rectify any breaches or non-compliance notified by the District Developer.

#### 13.4 **Maximum Permitted GFA and Additional GFA**

- (a) Each Property in the District Community has a designated Maximum Permitted GFA as determined by the District Developer in accordance with the District Community Master Plan. When constructing a Property, or undertaking any Improvements or Alterations to a Property, the Owner may not exceed the Maximum Permitted GFA without the prior Consent of the District Developer, which Consent may be withheld in its sole discretion.
- (b) Should the District Developer Consent to any increase to the Maximum Permitted GFA, the District Developer may grant such Consent subject to such conditions as it so determines appropriate in its sole discretion including charging the Owner an amount payable to the District Developer in respect of the increase in the Maximum Permitted GFA, at such rate as determined by the District Developer from time to time.
- (c) Any amounts received by the District Developer in respect of the increase in the Maximum Permitted GFA of a Property under **clause 13.4(b)** shall be received by the District Developer in its personal capacity and shall not be considered to be revenue of the District Community or be used to off-set any Service Charges.

### **Part E** **Subdivision within the District Community**

#### 14 **Subdivision of the District Community**

##### 14.1 **Registration of Properties**

- (a) As at the date this Community Declaration takes effect, the District Community is comprised of the Properties, the District Community Common Facilities and the District Developer Retained Areas.
- (b) The District Developer may, at its election, maintain a register of all Properties and their respective Owners and Occupiers which may be amended from time to time to reflect any changes to a Property that are Consented to in accordance with this Community Declaration.

##### 14.2 **Land Subdivision and Amalgamation of Plots**

- (a) The District Developer will determine the boundaries of the Plots and the District Community Common Facilities in its sole discretion.
- (b) Subject to **clause 14.3**, a Plot may be Subdivided into two (2) or more Plots and two (2) or more Plots may be amalgamated to form one (or more) further Plots with the Consent of the District Developer (which Consent may be withheld in the District Developer's sole discretion) and following such Consent, the Owners shall promptly execute (and/or produce) all documentation necessary to give effect to such Subdivision and/or amalgamation.
- (c) Upon Registration of the plan to give effect to a Subdivision or amalgamation of a Plot, the owner (or owners) of the newly created Plot (or Plots) shall become the Owner (or Owners).



#### 14.3 Subdivision of Properties in accordance with the JOP Law

- (a) A Property that contains multiple-ownership must be Subdivided subject to the Consent and the requirements of the District Developer and the JOP Law, the nature of such required Subdivision will depend on the intended uses and ownership structure of the particular Property.
- (b) The District Developer's Consent to a Subdivision shall not be unreasonably withheld or delayed if the following conditions are satisfied:
  - (i) the plans and specifications for Improvements or Alterations required to undertake such Subdivision are acceptable to the District Developer;
  - (ii) the Owner fully complies with the requirements under all Applicable Laws;
  - (iii) the Owner is not a Defaulting Owner at the time of requesting the Consent; and
  - (iv) the Governance Documents for the Subdivision reflect the principles set out in this Community Declaration, the DMCC MCD and Applicable Laws (including the JOP Law).
- (c) The Owners must prepare and execute all documentation necessary to give effect to any Subdivision and, if required by the District Developer, promptly submit the same to the District Developer.
- (d) The Subdivision of a Property will not result in a reduction in the aggregate Service Charges allocated to such Property.
- (e) The District Developer may elect to send invoices for the Service Charges to either the Community Management Company on behalf of all Unit Owners within the Subdivided Property or to Unit Owners directly. Notwithstanding the District Developer's elected method of collection, the Unit Owners are liable for the payment of such Service Charges and the District Developer may elect to recover outstanding Service Charges from the Unit Owners directly as it so desires.

#### 14.4 Common Boundary Walls and Fencing

- (a) Owners with a common boundary wall must not undermine or damage the common boundary wall with an adjoining Property. Any proposed excavation adjacent to or impacting (or may impact) the structural integrity of the common boundary wall are not permitted. Any proposed excavation works adjacent to or impacting (or may impact) the common boundary wall in any way shall not be undertaken before obtaining a NOC from the District Developer and such application for NOC must be accompanied by a method statement to confirm that such works will ensure that the common boundary wall remains in an upright position and so as not to cause damage.
- (b) Owners with a common boundary with an adjoining Property in the District Community shall be equally responsible for the maintenance and repair of any common boundary wall and fences between such Properties (including any foundations, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) and shall do so to the same type and standard as the original boundary wall or fence constructed between the Properties. The cost of any such repair and maintenance shall be contributed equally by the adjoining Owners unless any such repair arises as a result of damage by one of the Owners, in which case the entire cost of repair shall be met by that Owner which has caused the damage.
- (c) All Owners shall provide such rights of access that are reasonably required to each other for the purpose of compliance with this **clause 14.4** and shall be liable to compensate any other party on an indemnity basis for all Losses, including consequential loss, that they may sustain as a result of denial of such access or non-compliance with this **clause 14.4** generally.



- (d) Where an Owner with a common boundary wants to compel an adjoining Owner to assist in repairing a common boundary wall or fence (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) and such repairs are reasonably required, the Owner shall provide one (1) month's written notice to the adjoining Owner requiring assistance in this regard, unless in the case of an emergency, where no such notice will be required. Where the adjoining Owner does not provide its assistance, the Owner may, with the prior Consent of the Community Management Company, undertake the repairs and demand and recover from the adjoining Owner on whom the notice has been served, half (1/2) of the costs of repairing the common boundary wall or fence.
- (e) In the event that an Owner fails to maintain and repair any boundary walls or fences between an Owner's Property and the District Community Common Facilities, the Community Management Company may undertake such works at the cost of such Defaulting Owner, which shall be liable to compensate the Community Management Company on an indemnity basis for all Losses, including consequential loss, that it may sustain as a result of denial of such access or non-compliance with this **clause 14.4(e)** generally.

#### 14.5 **Common Areas**

- (a) Subject to the provisions of this Community Declaration and the applicable Governance Documents (including the requirements relating to Community Connectors), all Common Areas within a Property may only be used by the Owners and the Occupiers (and their Invitees) for their permitted purpose approved by the DMCC Master Developer, District Developer and the Relevant Authorities.
- (b) The Community Management Company and the District Developer may temporarily or permanently restrict all or any Owners and their Occupiers (and their Invitees) access to a designated Common Area in the case of an emergency or in order to carry out Works, provided always, in respect of any permanent restriction, such restriction does not substantially and detrimentally affect the use and enjoyment of their Property by the respective Owners or Occupiers (or their Invitees) and provided such restriction does not prevent access to their Property or the District Community Common Facilities.

### **Part F**

#### **District Community Common Facilities and Deemed District Community Common Facilities**

#### 15 **Designation of District Community Common Facilities**

##### 15.1 **District Community Common Facilities**

- (a) There are a number of District Community Common Facilities within the District Community that are used in common by Owners and Occupiers (and in many cases by Invitees and members of the public). As at the date this Community Declaration takes effect, the District Community Common Facilities include (or shall following their construction include) those areas and facilities depicted on the District Community Common Facilities Plan.
- (b) For the avoidance of doubt, the District Community Common Facilities (save where they have been designated by the District Developer as Common Areas of a Subdivided Property or otherwise owned by or Dedicated to a Relevant Authority or Utility Service Provider) may include the following:
  - (i) the District Community Roads (including the District Community Road Network), kerbs, pavements, central median, street lighting, Signage, open space, parks, water bodies and pumping stations;



- (ii) the Landscaped Areas;
- (iii) the Major Structures (to the extent that they have not been Dedicated to a Relevant Authority) and the Community Connectors;
- (iv) parts or consumables used in the Operation of the District Community Common Facilities;
- (v) the Infrastructure, utility tunnels, service corridors, pipes, wires, cables, conduits, ducts which are connected to or form part of a District Community Common Facility (excluding any of those items which are located within and exclusively service a Property which shall form part of such Property as applicable);
- (vi) the Deemed District Community Common Facilities including those within the District Developer Retained Areas and elsewhere in the District Community; and
- (vii) any other facility or area that the District Developer determines to be designated as a District Community Common Facility from time to time;

but excluding the District Developer Retained Areas that have not been designated as Deemed District Community Common Facilities, and any other area or facility that exclusively services a Property which may form part of such Property (or be deemed to form part of such Property), as determined by the District Developer from time to time.

#### 15.2 Community Commercialisation of District Community Common Facilities

- (a) The District Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, commercialise any areas and facilities within the District Community Common Facilities for the benefit of the District Community where the District Developer considers such commercialisation is in the best interest of the District Community.
- (b) All costs and expenses incurred by the District Developer in commercialising the District Community Common Facilities for the benefit of the District Community shall form part of the District Community Expenses, and any revenue generated from such commercialisation shall belong to the District Community and utilised by the District Developer to off-set District Community Expenses, as the District Developer so determines in its absolute discretion.

#### 15.3 District Developer Commercialisation of District Community Common Facilities

- (a) In addition to the District Developer's right to commercialise any areas and facilities within the District Community Common Facilities for the benefit of the District Community under **clause 15.2**, the District Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, commercialise any areas and facilities within the District Community Common Facilities in its private capacity (and not for the benefit of the District Community).
- (b) In the event the District Developer utilises, Operates or leases any areas and facilities within the District Community Common Facilities in its private capacity (and not for the benefit of the District Community), any profit generated by the District Developer from such use, Operation or leasing shall be shared with the District Community (after reimbursement of any capital costs incurred by the District Developer in developing such area to enable its use, Operation or lease, and after the deduction of any Operating costs incurred by the District Developer in respect of such use, Operation or leasing activity) in such proportions as approved by RERA.



**15.4 Deemed District Community Common Facilities within District Developer Retained Areas**

- (a) The District Developer may from time to time designate a number of areas and facilities located within the District Developer Retained Areas as Deemed District Community Common Facilities that may be made available by the District Developer from time to time (or on a permanent basis) for the shared use of the Owners and Occupiers in the District Community (including their Invitees and members of the public) at the District Developer's absolute discretion, and without claim or objection by the Owners or Occupiers, whereby such areas and facilities will be deemed to form part of the District Community Common Facilities for the purpose of this Community Declaration during such periods of designation.
- (b) During the aforementioned period of designation, any shared areas and facilities located within the District Developer Retained Areas are designated as Deemed District Community Common Facilities, the cost of Operating such areas and facilities shall be a District Community Expense.
- (c) In the event that the District Developer elects to utilise the Deemed Community Common Facilities located within the District Developer Retained Areas for commercial activities acting in a private capacity, such facilities will no longer be considered to be Deemed Community Common Facilities and the provisions of **clause 15.3** shall apply for the duration of such commercialisation.

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

The District Developer shall procure the preparation of an asset register in Construction Operations Building Information Exchange (CoBie) format for all Assets that have been installed in the District Community Common Facilities and Deemed District Community Common Facilities. The District Developer shall also procure the preparation of maintenance schedules for all Assets and condition reports for all Assets from time to time to assess and monitor their state of repair and assist in the preparation of the Reserve Fund Forecast, the cost of which is a District Community Expense.

**15.6 Ownership of District Community Common Facilities**

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

**15.7 Disposal**

- (a) The District Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, Dedicate, Dispose or Lease the whole or any part of the District Community Common Facilities to any Relevant Authority or third party at any time without the need for the consent of any Owner, provided always that the transferee or lessee of such District Community Common Facilities and Deemed District Community Common Facilities shall be bound by this Community Declaration with respect to the Operation and availability of such facilities.
- (b) In the event the District Developer Dedicates, Disposes or Leases the whole or any part of the District Community Common Facilities for the benefit of the District Community, the provisions of **clause 15.2** shall apply with respect to any costs, expenses and revenue thereto.
- (c) In the event the District Developer Dedicates, Disposes or Leases the whole or any part of the District Community Common Facilities in its private capacity (and not for the benefit of the District Community), the provisions of **clause 15.3** shall apply with respect to any costs, expenses and revenue thereto.
- (d) The District Developer need not furnish notice of such Dedication, Disposal or Lease to the Owners and all Owners automatically and expressly consent to any such Dedication, Disposal or Lease. The District Developer shall ensure that any Disposal of a District Community Common



Facility or Deemed District Community Common Facilities will not affect the overall service quality of, or available facilities, within the District Community.

**15.8 Use of District Community Common Facilities and Deemed District Community Common Facilities**

- (a) Subject to the provisions contained in this Community Declaration, the District Community Common Facilities and Deemed District Community Common Facilities may be used by the designated Benefiting Owners (and their Occupiers and Invitees) only for their intended purpose and in accordance with this Community Declaration.
- (b) The District Developer may determine from time to time, in its absolute discretion, and without claim or objection by the Owners or Occupiers, which Owners will be designated as Benefiting Owners with respect to designated District Community Common Facilities and Deemed District Community Common Facilities based on the location of the Owner's Property and the availability of use or enjoyment of such District Community Common Facility and Deemed District Community Common Facilities by the Owner having regard to the permitted use of the Owner's Property, or such other factors as considered appropriate by the District Developer from time to time in its sole discretion.
- (c) The District Developer shall determine in its sole discretion which District Community Common Facilities and Deemed District Community Common Facilities shall be made available for use by the public and no Owner or Occupier shall raise any objection or claim for compensation or Losses in respect of such designation or public use.

**15.9 District Developer may Grant Exclusive Use Rights**

- (a) The District Developer may from time to time, in its absolute discretion, and without claim or objection by the Owners or Occupiers, grant to an Owner (or Owners) the exclusive use of designated District Community Common Facilities and the Deemed District Community Common Facilities, either temporarily or permanently, provided always that such grant of exclusive use does not unreasonably affect other Owners' use and enjoyment of such facilities.
- (b) Any exclusive use rights granted in accordance with **clause 15.9(a)** may be granted subject to such conditions as the District Developer considers appropriate, including the obligation on the Owner to undertake the Operation of the designated area or facility at the Owner's sole cost.

**15.10 Access to District Community Common Facilities and Deemed District Community Common Facilities**

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



- (b) The District Developer may temporarily or permanently restrict all or any Owners' and Occupiers' (and their Invitees') access to designated District Community Common Facilities and/or or the Deemed District Community Common Facilities from time to time to repair, maintain or refurbish such areas or should it consider that such restricted access is in the best interest of the District Community.

**15.11 Restricted District Community Common Facilities**

- (a) Although designated as District Community Common Facilities (and subject to Applicable Laws), Owners may not access any Restricted District Community Common Facilities without the prior Consent of the District Developer.
- (b) The District Developer may lock or otherwise prevent access to the Restricted District Community Common Facilities either on a temporary or permanent basis as it considers necessary or desirable.
- (c) Should an Owner or Occupier (or their respective Suppliers) access any Restricted District Community Common Facilities, it must strictly follow the directions of the District Developer at all times.
- (d) Should an Owner or Occupier (or their respective Invitees, Representatives or Suppliers) access any Restricted District Community Common Facilities, it does so solely at its own risk and shall indemnify and hold harmless the District Developer (and Community Management Company) and other Owners and Occupiers from and against any and all Losses that may in any way arise directly or indirectly from or otherwise in connection with accessing such Restricted District Community Common Facilities.

**15.12 Secured Areas**

- (a) The District Developer has the power to:
  - (i) close off or restrict access to parts of the District Community Common Facilities and Deemed District Community Common Facilities that do not give direct access to a Property;
  - (ii) restrict access to the areas within the District Community Common Facilities and Deemed District Community Common Facilities where an Owner or Occupier does not occupy a Property;
  - (iii) allow its appointed Suppliers to use parts of the District Community Common Facilities to Operate or monitor the Security System of the District Community and, in doing so, exclude Owners and Occupiers from using such parts; and
  - (iv) make agreements with other persons to exercise its functions under this **clause 15.12** and, in particular to manage the Security Access Device system, which may require Owners to pay an additional administration fee for the provision and management of Security Access Devices.
- (b) If the District Developer restricts access under this **clause 15.12**, the District Developer may provide Owners and Occupiers with Security Access Devices to access such secured areas.
- (c) Any additional or replacement Security Access Devices required by an Owner or Occupier will be charged to the Owner or Occupier at a fee determined by the District Developer. An Owner or Occupier may not copy Security Access Devices or give a Security Access Device to someone who is not an Owner or Occupier of its Property.

- (d) All the Security Access Devices belong to the District Developer and Owners or Occupiers must comply with the reasonable instructions of the District Developer (or its appointed Supplier) regarding the Security Access Devices and Security System from time to time.

**15.13 Operation of District Community Common Facilities**

- (a) The District Community Common Facilities shall be Operated in accordance with the brand standards of the District Developer and only Suppliers Consented to by the District Developer may undertake any Operation work to them.
- (b) The District Developer shall be responsible for arranging, supervising and monitoring the Operation of the District Community Common Facilities unless any facility is formally Dedicated to a Relevant Authority or Utility Service Provider.
- (c) Subject to the provisions contained in this Community Declaration, the Owners expressly authorise the District Developer to undertake (or engage any Supplier to undertake) the Operation of the District Community Common Facilities as may be necessary from time to time (as determined by the District Developer in its absolute discretion).
- (d) Subject to **clause 15.13(e)**, the cost of Operating District Community Common Facilities shall be a District Community Expense.
- (e) If any repair of the District Community Common Facilities is required as a result of the negligence of an Owner (or an Occupier or Invitee) or the use, other than for the usual or permitted use, by an Owner (or an Occupier or Invitee), the full costs and Losses of the District Developer undertaking such repair of the District Community Common Facilities or the Deemed District Community Common Facilities shall be payable by the Defaulting Owner (and/or the defaulting Occupier or Invitee) which shall be evaluated and charged by District Developer.

**15.14 Damage to District Community Common Facilities**

- (a) An Owner or Occupier must not, without Consent of the District Developer:
  - (i) interfere with the Operation of the District Community Common Facilities;
  - (ii) use a part of the District Community Common Facilities for private use; and/or
  - (iii) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the District Community Common Facilities.
- (b) Owners and Occupiers must immediately notify the District Developer if they know about damage to or a defect in the District Community Common Facilities, and must compensate the District Developer for any damage to the District Community Common Facilities caused by the Owner or Occupier, or their Invitees or persons carrying out Works on their behalf, such compensation being as shall be determined by the District Developer.

**15.15 Refurbishment**

- (a) As part of the Budget preparation process for each Operating Year, the District Developer shall, consider the state of the whole of the District Community Common Facilities (as constructed at such time). If the District Developer decides to carry out Upgrading or Redevelopment Works to the District Community Common Facilities, it will engage Suppliers, which to its reasonable satisfaction, have the suitable knowledge and experience, to prepare detailed plans for the Upgrading or Redevelopment Works, including costing and funding arrangements of such works.



- (b) If the District Developer resolves to implement the Upgrading or Redevelopment Works under this **clause 15.15**, the District Developer shall arrange for the obtaining of any approvals required by the Relevant Authorities for the undertaking and completing of the Upgrading or Redevelopment Works and engage Suppliers as necessary to complete such works. The cost of all Upgrading or Redevelopment Works shall be a Reserve Fund Expense payable from the Reserve Fund, or to the extent the Reserve Fund is not sufficient to pay for such Upgrading or Redevelopment Works, shall be payable by the Owners by way of Service Charges or Special District Community Charges as determined by the District Developer.

#### 15.16 Capital Repair and Maintenance (Reserve Fund)

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

#### 15.17 Emergency Repairs

- (a) Each Owner expressly authorises the District Developer to undertake (and engage any Supplier to undertake) any Emergency Repairs to the District Community Common Facilities, Deemed District Community Common Facilities and any Emergency Repairs to its Property.
- (b) The costs of the District Developer undertaking any Emergency Repairs shall be payable by the Owner whose Property required the Emergency Repairs unless the Emergency Repairs are in respect of:
  - (i) the District Community Common Facilities and Deemed District Community Common Facilities whereby, subject to **clause 15.17(c)**, the cost of the Emergency Repairs shall be a District Community Expense; or
  - (ii) damage caused to a Property as a result of damage to or failure of a District Community Common Facility whereby, subject to **clause 15.17(c)**, the cost of the Emergency Repairs shall be a District Community Expense.
- (c) If the Emergency Repairs are required as a result of the negligence of an Owner (or its Occupier or Invitee) or the use, other than for the usual or permitted use, by an Owner (or its Occupier or Invitee), the costs of the District Developer undertaking any Emergency Repairs shall be payable by the Defaulting Owner.
- (d) For the purpose of this **clause 15.17**, a reference to the damage to a Property is a reference only to any building structure within the Property and does not include a reference to the Owners' (or their Occupiers' or Invitees') contents and personal or movable items, which must be adequately insured by each relevant Owner (and/or Occupier and invitee) and for which it shall be solely responsible.

**16 District Developer Retained Areas and Commercial Facilities**

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

**17 District Community Roads**

- (a) The District Community Road Network comprises the District Community Roads which form part of the District Community Common Facilities as determined by the District Developer from time to time.
- (b) In relation to all traffic and access related issues within the District Community, the Owners and Occupiers shall comply with this Community Declaration and the directions of the Relevant Authorities and the District Developer (and any nominated Supplier appointed to Operate the relevant parts of the District Community Road Network).
- (c) All costs incurred by the District Developer in Operating the District Community Road Network is a District Community Expense including any costs incurred by the District Developer in providing any additional or supplementary services (such as landscaping and general cleaning and maintenance).
- (d) To the extent that the District Developer is responsible for managing the Operation of any command and control centre and/or the traffic management systems within the District Community, the cost of Operating such systems shall be a District Community Expense.

**18 The Plaza**

- (a) The Plaza and surrounding Landscaped Areas form part of the District Developer Retained Areas and may from time to time be designated by the District Developer as Deemed District Community Common Facilities, whereby the provisions relating to the Deemed District Community Common Facilities in this Declaration shall apply to such areas.
- (b) To the extent that the Plaza or a part thereof are not Deemed District Community Common Facilities, such areas may be commercialised by the District Developer in its private capacity and the provisions of **clause 16** shall apply with respect to any costs, expenses and revenue thereto.
- (c) Subject to the terms and conditions set out in this Community Declaration, the Plaza may be used by the Owners and their Occupiers and any other Invitees of the District Developer (including, for the avoidance of doubt, by the owners and occupiers within any land adjoining the District Community and members of the public) as determined by the District Developer in its absolute discretion.



19 **Service Roads, Sikkas and Pedestrian Access Ways**

- (a) Where there are any service roads, sikkas or pedestrian access ways across multiple Districts or Plots, the District Developer shall Operate such service roads, sikkas or pedestrian access ways as a District Community Core Service for the mutual benefit of the Benefitting Owners and at the shared cost of the Benefitting Owners. The District Developer shall in particular have the right to make and enforce the District Community Rules and incur expenses on behalf of each such Owner in respect to:
- (i) repairing, maintaining and replacing where necessary any part of any service roads, sikkas or pedestrian access ways including any sidewalk and the pavement;
  - (ii) street lighting;
  - (iii) cleaning and waste removal including storm water gullies and drainage and pipes;
  - (iv) maintaining clear access along any service roads, sikkas or pedestrian access ways and into the adjoining buildings; and
  - (v) the parking of motor vehicles.
- (b) Where any service roads, sikkas or pedestrian access ways solely service a Plot, such service roads, sikkas or pedestrian access ways shall form part of the Plot (or where applicable the Common Areas) whereby the Operation of such service roads, sikkas or pedestrian access ways shall be the responsibility of the respective Owner which at all times must be Operated in accordance with the brand standards of the District Developer (if any) or to such standards determined by the District Developer at its sole discretion, and the Owner must only procure the services of the Suppliers that have been Consented to by the District Developer in this regard.

20 **District Community Core Services**

20.1 **Designation of District Community Core Services**

- (a) To enable the efficient and effective Operation of the District Community, the Community Management Company may from time to time, by written notice to the Owners, designate further services as District Community Core Services that are required to be provided in an integrated manner to the District Community as a whole (including the District Community Common Facilities and the Properties) by the Community Management Company or the Suppliers nominated by the Community Management Company. Examples of services that may be designated as District Community Core Services include Security Systems, civil defence (including fire, life and safety), traffic control, pest control, landscaping, Insurances and facility management services.
- (b) In respect of any District Community Core Service provided to the District Community, the Owners shall engage the Supplier (or Suppliers) nominated by the Community Management Company.
- (c) At the end of each Operating Year, the Community Management Company shall nominate the Suppliers to be engaged to provide District Community Core Services, if any, for the following Operating Year.

## 21 Easements and Rights of Access

### 21.1 District Developer's Right of Access

Each Owner must allow and irrevocably authorises the District Developer to enter its Property (including any Common Areas) at all reasonable times upon reasonable notice (except in the case of emergencies or where Emergency Repairs are necessary, in which case no notice is required) to perform its functions and exercise its rights under this Community Declaration, including to Operate the Security System. No Owner may charge the District Developer any fee for providing access to its Property.

### 21.2 No Obstruction

- (a) All Owners shall keep free and unobstructed all District Community Common Facilities, the District Developer Retained Areas and Public Access Easements at all times including any areas designated as access ways, fire access areas, service roads and the like.
- (b) An Owner must (subject to the provisions contained in this Community Declaration):
  - (i) maintain, repair, refurbish and/or reinstate its Property as necessary, and use all reasonable commercial endeavours, to ensure that all other Owners' rights to the continuous supply of Utility Services are maintained and protected at all times; and
  - (ii) not undertake any works to its Property whatsoever that may detrimentally affect any other Owners' rights to the continuous supply of Utility Services under this Community Declaration; and
  - (iii) maintain its Property (including any areas designated as a Public Access Easement) and any entrance, driveway and parking areas in good order and repair, in conformation with all covenants, conditions and restrictions affecting the Property, and in a manner which is consistent with the provisions of this Community Declaration.
- (c) Nothing contained in **clause 21.2(b)** shall have the effect of requiring any Owner to undertake Works to the District Community Common Facilities or Deemed District Community Common unless otherwise required to do so under this Community Declaration.

### 21.3 Easements and Covenants in favour of Owners and Occupiers

- (a) A Benefiting Owner (and its Occupiers and Invitees) shall have the right and non-exclusive easement of use, access and enjoyment in and to the District Community Common Facilities (including those within the District Developer Retained Areas) for which it is a Benefiting Owner, subject to its due observance and performance of the provisions of this Community Declaration (including the payment provisions) and the District Community Regulations.
- (b) In particular, but without prejudice to the generality of the foregoing **clause 21.3(a)**, the following rights are granted to each Benefiting Owner (and its Occupiers and Invitees):
  - (i) full right and liberty at all times by day or by night to go, pass and re-pass over and along the roads and pathways and Public Access Easements within the District Community Common Facilities for which it is a Benefiting Owner and to use the open areas of the District Community Common Facilities for their intended purpose;



- (ii) free and uninterrupted passage and running of all Utility Services to its Property through, over and under District Community Utility Infrastructure as deemed necessary by the District Developer or any Relevant Authority and in such manner and position as may from time to time be reasonably required;
  - (iii) where applicable, if the entrances, driveways, parking areas, private access ways to a Property are shared, reciprocal appurtenant easements of right of way shall be created for the benefit of the Owner, the District Developer and all other Owners to which such entrance, driveways, laneways, parking areas, private access ways are appurtenant. The Owners to which such easements are appurtenant (and their Occupiers, Invitees and authorised Suppliers) shall have the right at all times by day or by night to go, pass and re-pass on, over, through and along such entrances, driveways, laneways, parking areas, private access ways for the purposes of ordinary access, ingress, egress and parking. This easement is subject to such reasonable security arrangements and regulations as may be imposed by the Owner responsible for such entrance, driveway, laneway, parking area and private access ways from time to time;
  - (iv) where there are any service roads across multiple Properties, the Owners of each Property which contains part of the service road each automatically agree that the District Developer may Operate such service road for the mutual benefit of each such Property Owner and at the cost of each Owner of such Properties in equal shares; and
  - (v) the right to subjacent and lateral support in respect of each Property, the District Community Common Facilities or any part thereof, from each Property or part thereof capable of providing support.
- (c) Where applicable, if any of the Properties and parking areas in the District Community adjoin and share a common access, each of the relevant Owners agree that there shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any encroachment between the Properties and appurtenant properties so affected, with no compensation for such right of use being payable.
- (d) A non-exclusive easement of access, ingress and egress shall be created in favour of the District Developer and the general public in relation to each Public Access Easement, which the relevant Owner must keep open to the general public during such hours as determined by the District Developer from time to time (and, if possible under Applicable Laws, such easement shall be Registered against the title to such Property by the District Developer).
- (e) The operation of Article 1364 of the Civil Code shall be excluded in relation to this Community Declaration.

#### 21.4 Easements and Covenants in favour of the District Developer

In addition to the Public Access Easements, the District Developer shall have the following easements appurtenant to the land upon which District Community Common Facilities, Deemed District Community Common Facilities and the District Developer Retained Areas (or any part thereof) is located burdening each and every Property (where applicable):

- (a) the District Developer's right to interface adjacent Buildings;
- (b) the right to Operate the Security System, including the installation of security cameras and devices on the external facade of Buildings;
- (c) the provision of access to all authorised persons and Suppliers at all times as determined by the District Developer to go, pass over and along the Podium areas (where applicable), roads and pavements of a Property, and to use the open areas of the Property for their intended purpose;



- (d) full rights of access to the Property at any time as necessary for the purpose of constructing, removing, altering, maintaining and repairing the District Community Common Facilities, the Deemed District Community Common Facilities, the District Developer Retained Areas or the District Community Utility Infrastructure supplying them, including works to address any matter which poses a risk to the well-being of Owners and Occupiers or the environment of the District Community;
- (e) free and uninterrupted passage for all Utility Services to be conveyed across a Property in order to supply and Operate the District Community or as otherwise deemed necessary by the District Developer;
- (f) full rights (but not the obligation) of access to a Property at any time as necessary for the purpose of constructing, removing, altering, painting, maintaining and repairing any fencing, boundary, retaining or other dividing walls or structures (including their respective foundations or supports) that are adjacent to the District Community Common Facilities, Deemed District Community Common Facilities or the District Developer Retained Areas; and
- (g) the right of unimpeded access to provide emergency services and/or Emergency Repairs.

#### 21.5 **Minor Encroachments**

Each Owner consents to any Minor Projections or Encroachments from the District Community Common Facilities, Deemed District Community Common Facilities and the District Developer Retained Areas over the boundary of its Property.

#### 21.6 **Benefit of Easements and Covenants**

- (a) Each Property shall be held, owned, Disposed, Leased, occupied, Operated and used, subject to such easements or restrictions contained in this Community Declaration or as imposed by any Relevant Authority (including Public Access Easements), each and all of which are for, and shall inure to, the benefit or burden of and shall pass with each and every part of the Property and shall apply to and bind the legal heirs, successors-in-title, Mortgagees in possession and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of appurtenant Property.
- (b) Each of the obligations, easements or restrictions reserved or granted in this Community Declaration (including Public Access Easements) shall exist in perpetuity and shall be appurtenant to the land comprising the District Community Common Facilities, the District Developer Retained Areas and such other Property as so determined by the District Developer from time to time.

#### 21.7 **Acknowledgment**

The Owners and Occupiers within the District Community acknowledge and agree that access to some District Community Common Facilities and Deemed District Community Common Facilities may at times (or permanently) not be safe or appropriate, or may be restricted for commercial, environmental protection or practical reasons or due to the nature of the design of the District Community. The District Developer shall at all times have the right to:

- (a) restrict or prohibit access to certain areas within the District Community Common Facilities; and
- (b) provide District Community Rules from time to time at the District Developer's sole discretion for access and such other District Community Rules as are necessary to ensure the safe and orderly passage through the District Community Common Facilities, Deemed District Community



Common Facilities and the District Developer Retained Areas (where applicable), in respect of which each Owner agrees to be bound by the District Community Rules and procure that all of its Occupiers are aware of and comply with them.

## 21.8 Indemnity

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

## 22 Community Connectors

### 22.1 Designation of Community Connectors

- (a) There are a number of Community Connectors that are located (or intended to be located) within the Community (including within Plots) that are required by the District Developer to be made available for the shared use of the Owners, Occupiers and members of the public. The Community Connectors are fundamental to the ethos of permeability and accessibility throughout the Community.
- (b) The District Developer's strategy for the ownership and management of the Community Connectors may differ depending on the nature, design and location of each Community Connector and the proposed design of the relevant Property. Once the ownership and management is determined by the District Developer and conveyed to the Owner in the respective Sales Documentation, the Owner must strictly comply with their obligations under such Sales Documentation in a timely manner and comply with the Community Management Company's requirements in relation to the ongoing Operation of such Community Connector.
- (c) Following construction of the Community Connectors, subject to the provisions of the respective Sales Documentation, the Community Management Company shall be responsible for the ongoing Operation of such Community Connectors, the cost of which will be a District Community Expense.
- (d) The Community Management Company shall use all reasonable endeavours to ensure that the Operation of the Community Connectors do not adversely affect the use and enjoyment of the affected Owners, however all affected Owners must do all things necessary to give effect to the Community Management Company's Operational requirements in relation to the Community Connectors.

### 22.2 Rights of District Developer in Relation to Community Connectors

- (a) Subject to the provisions of the respective Sales Documentation, the District Developer reserves the following rights in its favour and in favour of the Community Management Company:
  - (i) approval of the design, manner and timing of the construction of such Community Connectors and the allocation of costs in relation to construction;
  - (ii) the right to determine the manner in which such Community Connectors will be transferred to the District Developer, whether by easement rights, designation as a Deemed District Community Common Facility (whereby such area or facility will be deemed to form part of the District Community Common Facilities for the purpose of this Community Declaration), or the Subdivision of the Plot to allow for the transfer of title to the area comprising the Community Connectors to the District Developer;

- (iii) the right to determine the manner in which such Community Connectors will be Operated on an ongoing basis (including the services that must be made available to such Community Connectors from adjoining property);
- (iv) the right to determine the cost allocation applicable to the construction and Operation of the Community Connector;
- (v) the right to, at any time, attach any awning, shade (or similar structure) to any Property subject to obtaining the Consent of the Relevant Authorities (if required) and no Owner may object to such attachment; and
- (vi) the right to make and, via the Community Management Company, enforce District Community Rules in relation to the use and Operation of the Community Connectors including, without limitation, the times that such Community Connectors shall be open to the public.

#### 22.3 **Contribution to Utility Services and Maintenance**

- (a) Subject to the requirements of the Relevant Authorities and the installation of separate bulk and sub-metering where possible, the District Developer may connect into an Owner's Utility Services to the extent necessary to Operate the Community Connectors for their intended purpose.
- (b) To the extent that the Community Connectors are connected to any Utility Services and separate metering is not possible, or the Utility Service Provider is unable or unwilling to charge the District Developer directly for such Utility Services, the District Developer shall pay to the affected Owner the reasonable cost of such Utility Services provided to the Community Connector (or a fair proportion of the total Utility Services should separate metering not be available) either directly, or by way of a credit towards the Owner's Master Community Service Charges.
- (c) The cost of Operating all Community Connectors will be a District Community Expense.

#### 22.4 **Obligation to Provide Access to Community Connector**

- (a) During the construction of a Community Connector, Owners must (if required by the District Developer) provide the Community Management Company (and its nominated contractors and employees) reasonable access to or through the Owner's Property (to the extent that alternative access is not readily available) to enable the District Developer to carry out or procure the carrying out of the construction of the Community Connector.
- (b) If the Community Connector takes the form of a pedestrian or vehicle access way, once such Community Connector is operational, the relevant Owners must at all times allow pedestrian and vehicle access through such Community Connector and comply with all Operational requirements of the District Developer in relation to such Community Connector.

#### 22.5 **No Obstruction or Damage to be caused to Community Connector**

- (a) No Owner may build over, obstruct, remove otherwise adversely affect any Community Connector and the District Developer shall be entitled to replace, reinstate and rebuild any Community Connector within the District Community at the cost of the Owner who removed, obstructed or otherwise detrimentally affected such Community Connector and such Owner shall be liable to compensate the District Developer on an indemnity basis for all costs and losses, including consequential loss, that the District Developer may sustain as a result of such action.



## 22.6 Access Through Properties

- (a) Subject to the provisions contained in **clause 22.6(b)** and **clause 22.6(c)**, the District Developer may require that pedestrian access be given to the public through Properties to encourage the key 'walkability' ethos of the Master Community by including such reservation in the Sales Documentation or the Design Control Regulations.
- (b) The Owner of a Property may determine the areas within its Property through which the public may pass subject always to the provisions of the Development Control Regulations and the District Community Master Plan and may, with the consent of the Community Management Company, limit access to such areas of the lobby as the Owner considers appropriate, provided always that reasonable pedestrian and vehicle access is made available to the public through the entrance and exit ways within such Property during the times nominated by the District Developer.
- (c) The District Developer shall not be required to make a contribution towards the costs of the Operation of the relevant Property unless it determined such contribution is appropriate whereby the cost of which shall be a District Community Expense.

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

## 23 Delivery and Use of Utility Services

### 23.1 Supply of Utility Services

- (a) Each Owner shall be responsible for the cost of Utility Services (including both consumption and connection charges thereto) provided to its Property and shall promptly pay the Utility Services Providers for such services in accordance with the requirements of the respective Utility Services Providers.
- (b) If required by the District Developer, the Owners will enter into a separate agreement with the nominated Utility Services Providers with respect to the provision of Utility Services to their Property.
- (c) In the event that any of the Utility Services are provided to an Owner or Occupier directly by the Utility Services Providers, the Owner or Occupier shall settle any such consumption or usage charges on immediately when payable or on demand by the relevant Utility Service Provider.

### 23.2 Supply of Utility Services to District Community Common Facilities

Utility Services provided to the District Community Common Facilities by the Utility Service Providers are provided in accordance with agreements entered into between the District Developer and the nominated Utility Service Providers and are District Community Expenses and shall (if not collected separately) form part of the Service Charges.

### 23.3 Access to the District Community Utility Infrastructure

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

#### 23.4 Ownership of the District Community Utility Infrastructure

- (a) To the extent that the ownership of any District Community Utility Infrastructure has not been Dedicated or otherwise transferred or Disposed of to a Relevant Authority or Utility Service Provider (with or without the land upon which such District Community Utility Infrastructure is located), such District Community Utility Infrastructure is owned by the District Developer as a District Developer Retained Area and shall not form part of the District Community Common Facilities or Properties notwithstanding such services may be located within the District Community Common Facilities or a Property (including above or below ground level).
- (b) The provision of the District Community Utility Infrastructure specified in **clause 23.4(a)** is to the benefit of all Owners and Occupiers, and the Utility Service Providers shall be granted such rights as may be necessary by the Owners and Occupiers to enable the District Community Utility Infrastructure to be located within a Property and readily accessed by the District Developer and the Utility Service Providers from time to time.
- (c) No fee shall be payable by the District Developer or any Utility Service Providers in consideration for the rights granted pursuant to **clause 23.4(b)** and the District Developer and Utility Service Providers will not be required to contribute to any costs of Utility Services that may service the areas in which the Utility Infrastructure is located nor liable to pay any Service Charges or other contributions whatsoever towards District Community Expenses in respect of the District Developer Retained Areas in which such District Community Utility Infrastructure is located.

#### 23.5 Disconnection of Supply

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

#### 23.6 Other Utility Services

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

#### 23.7 Exclusive Services

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

#### 24 Water, Waste, Energy and any Environmental Management Conditions

##### 24.1 Environmental Management Conditions

- (a) The Owners must comply with this Community Declaration and all Applicable Laws and the requirements of any Relevant Authority, and the District Developer with respect to any water, waste, energy and environmental management conditions.
- (b) The District Developer and the Owners and Occupiers shall comply with any requirements of the Relevant Authorities to maintain any environmental rating applicable to the District Community as set out in the Development Control Regulations and Construction Regulations (or any part thereof) from time to time whether or not such requirements are mandatory or advisory under Applicable Laws.



- (c) The Owners must comply with the Construction Regulations including waste management provisions and only utilise waste management Suppliers nominated by the District Developer and be responsible for the all costs (including construction waste collection and disposal).
- (d) All Owners and Occupiers must use the waste management Suppliers nominated by the District Developer for building waste (collection and disposal) and be responsible for such costs. All waste management costs in respect of the District Community Common Facility (including collection and disposal) shall be a District Community Expense and included in the Service Charges.

## **Part H** **Insurance**

### **25 Insurance**

#### **25.1 District Developer's Insurance Requirements**

- (a) The District Developer shall effect and maintain adequate and appropriate Insurances for the District Community Common Facilities and the Deemed District Community Common Facilities as considered appropriate by the District Developer.
- (b) All Insurance policies:
  - (i) are to be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE; and
  - (ii) shall be for an appropriate value as determined by the District Developer and include a specific allowance for the removal of debris (or as otherwise recommended by the insurers appointed by the District Developer).
- (c) No Owner may seek to have the interest of any Mortgagee noted on the Insurance policies required to be effected and maintained pursuant to this **clause 25.1**.
- (d) The District Developer shall:
  - (i) have the District Community Common Facilities in the District Developer Retained Areas valued at intervals as determined appropriate by the District Developer for Insurance purposes by an appropriately qualified valuer;
  - (ii) ensure that the District Community Common Facilities in the District Developer Retained Areas are insured for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the District Developer); and
  - (iii) ensure that an appropriate allowance is incorporated in the amount of cover under the Insurances to allow for cost increases which may occur during the period of the Insurances.
- (e) The District Developer shall review the respective Insurances from time to time as considered appropriate by the District Developer.

## 25.2 **Apportionment of Insurance Costs**

All premiums of Insurance policies required to be effected and maintained pursuant to **clause 25.1** are District Community Expenses and must be paid by the Owners in their Weighted Proportions (as determined on an Insurer's Valuation Basis) or as otherwise determined by the District Developer, by way of Service Charges or Special Service Charges.

## 25.3 **Damage or Destruction**

In the event that the District Community Common Facilities and/or the Deemed District Community Common Facilities in the District Developer Retained Areas are destroyed or damaged, the District Developer will, from the Insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the proportions determined by the District Developer), repair, replace and make good the destroyed or damaged portion as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as determined by the District Developer, or as may be required by any Relevant Authority.

## 25.4 **Certain Insurances Designated as District Community Core Services**

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

## 25.5 **Owner's Required Insurance**

- (a) Subject to **clause 25.4**, each Owner shall at its sole cost and expense effect and maintain adequate and appropriate Insurances for their Property. For the avoidance of doubt, the Insurance of a Unit by the Community Management Company shall be considered as compliance by the Unit Owner of such insurance obligation, provided however, that the District Developer may impose on Unit Owners an obligation to obtain adequate contents insurance for the fixtures and fittings within their Property.
- (b) All Insurance policies must be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE and:
  - (i) shall be maintained without cost to the District Developer; and
  - (ii) shall be for the full replacement value of the Property (as applicable) and include:
    - (A) a specific allowance for the removal of debris;
    - (B) an endorsement providing that no act, omission or negligence of any Occupier or Owner shall affect the validity or enforceability of the Insurance policy insofar as the Owner is concerned; and
    - (C) a waiver of subrogation against the District Developer.



- (c) If any Owner fails to maintain any of the Insurances required under this Community Declaration, then the District Developer shall have the right (but not the obligation) to give the Defaulting Owner written notice of such default specifying the particulars of it, which upon receipt of such notice, the Owner shall have a period of ten (10) days in which to cure such default. If the Defaulting Owner does not cure such default within the ten (10) day period, the District Developer may (but is not obliged to) then take out any such policy of Insurance and procure that the District Developer invoices the Defaulting Owner for the expense incurred in doing so.

**25.6 Damage or Destruction of Property**

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

**25.7 Payment of Service Charges During Damage or Destruction**

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

**25.8 Additional Insurance Provisions**

All monies received by the District Developer in settlement of any claim under the Insurances maintained by the District Developer pursuant to this **clause 25** will be paid into the General Fund and held until distributed or expended in accordance with **clause 25.3**. The District Developer is not under any obligation to ensure that Owners comply with this **clause 25** in respect of their Property and will not be liability in any way in the event of an Owner's non-compliance with this **clause 25**.

**25.9 Insurance not to be Voided**

An Owner or Occupier shall not at any time do, permit, omit or suffer to be done, committed or omitted any act, matter or thing in the District Community, or bring or keep anything in the District Community which may render any Insurance policy required to be effected and maintained by the District Developer or that Owner void or voidable or increase the cost of any such Insurance unless, in the latter case, the relevant Owner promptly pays any such additional cost.

**Part I**  
**Use, Maintenance and Disposition of Property**

**26 Use of Property**

**26.1 Permitted Use**

- (a) Owners and Occupiers shall not use any Property for any purposes other than the use prescribed in this Community Declaration and by:
  - (i) their respective Sales Documentation (or Lease, as the case may be);
  - (ii) any requirements, guidelines or directives issued by the District Developer from time to time in accordance with this Community Declaration;
  - (iii) the District Community Master Plan;
  - (iv) the District Community Regulations;
  - (v) the Governance Documents for the Property; and
  - (vi) the Applicable Laws and requirements of the Relevant Authorities.
- (b) An Owner or Occupier shall not change the permitted use of its Property without the prior Consent of the District Developer, whose Consent may be withheld in its sole discretion.

**26.2 Licensing**

- (a) Each Owner and Occupier that wishes to undertake a commercial activity in the District Community (including the service of alcoholic beverages) must obtain and maintain all necessary Licences in accordance with Applicable Laws from the Relevant Authorities and provide a copy of such Licences to the District Developer (or Community Management Company). Such Licence must be obtained prior to undertaking the activity and all Owners and Occupiers shall comply with the conditions of their Licence and the requirements of the Relevant Authorities for so long as they undertake the activity permitted by such Licence.
- (b) Each Owner and Occupier must obtain NOCs from the District Developer in accordance with this Community Declaration (including clause 26.3).

**26.3 Alcohol Licensing**

Each Owner and Occupier that wishes to undertake the service of alcoholic beverages in the District Community shall obtain and maintain all necessary Licences in accordance with Applicable Laws from the Relevant Authorities and provide a copy of such Licence to the District Developer (or Community Management Company). The Owner and Occupier must also obtain a NOC from the District Developer to serve such alcoholic beverages prior to commencing the service of such beverages, and all Owners and Occupiers shall comply with the conditions of their Licence and the requirements of the Relevant Authorities for so long as they undertake the activity permitted by such Licence.



**26.4 No Short Term Leasing, Shared Occupancy Plans or Holiday Letting**

- (a) Except through a managed rental scheme offered by the owner of a Hotel within the District Community (if any such scheme is offered), a residential Unit may not be Leased:
  - (i) for any duration of less than twelve (12) months without the prior approval of the Relevant Authorities and Consent of the District Developer (whose Consent may be withheld in its absolute discretion);
  - (ii) as part of a Shared Occupancy Plan; or
  - (iii) as a "Holiday Home Rental" (such term having the meaning defined in Decree No. (41/2013) Regulating Holiday Home Rental in the Emirate of Dubai) which is strictly prohibited by the District Developer and no Owner or Occupier may seek to obtain a license from the Dubai Department of Tourism and Commerce Marketing, or seek the Consent of the District Developer or the Community Management Company for such use.
- (b) In the event that **clause 26.4(a)** is deemed unenforceable in whole or in part by the Applicable Laws or Relevant Authorities and an Owner is permitted to Lease its Property in such manner under Applicable Laws (subject to the requirements of the Relevant Authorities including the Dubai Department of Tourism and Commerce Marketing), an Owner must only do so after:
  - (i) obtaining a Licence permitting such activity from the Relevant Authorities (including the Dubai Department of Tourism and Commerce Marketing); and
  - (ii) providing the Community Management Company with a copy of such Licence and evidence of such consent from the Relevant Authorities and complying with the conditions of the Community Management Company in accordance with **clause 26.4(c)**.
- (c) The Community Management Company may impose such conditions on the letting of any Property in contravention of **clause 26.4(a)** as the Community Management Company considers appropriate, and may also require the Owner to pay all additional costs that may arise from such use (such as additional Insurance premiums and increased Service Charges arising from such use and the increased draw of such Property on the resources of the District Community).

**27 Maintenance Responsibility**

**27.1 Owner Responsible for Own Property**

- (a) Each Owner shall at its own cost:
  - (i) properly Operate and keep in a state of good and serviceable repair its Property including all structures, conduits, machinery, equipment and any other thing or service integral to the proper Operation and the support of any part of the District Community (to the extent those structures, conduits, machinery, equipment and other things or services are located within its Property and to the extent they are not District Community Common Facilities or Deemed District Community Common Facilities); and
  - (ii) properly Operate any fixtures or fittings which may if not properly Operated, have an adverse impact on the proper functioning or general appearance or amenity of the District Community Common Facilities or Deemed District Community Common Facilities or cause nuisance to any other Owners or Occupiers.

- (b) In carrying out its functions under this **clause 27.1**, each Owner shall take into account the requirements set out in **clause 13** and comply with the District Developer's demands (if any), all Applicable Laws and any applicable requirements and regulations of any Relevant Authority.

**27.2 Reduce Disturbance**

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

**27.3 Appearance and Maintenance of Facades, Terraces and Balconies**

- (a) Each Owner is responsible for the day-to-day cleaning, repair and general maintenance of the Facades, Terraces and the Balconies within its Property in accordance with **clause 27.1**.
- (b) An Owner shall not carry out (nor allow any Occupier to carry out) any structural works on its Terrace or Balcony nor otherwise alter a Façade, Terrace or Balcony in any manner without the prior Consent of the District Developer (whose Consent may be withheld in its sole discretion), including:
- (i) the attaching of any item;
  - (ii) the erection of any structure;
  - (iii) the enclosure or partial enclosure or any part of the Terrace or Balcony;
  - (iv) the installation of any screening, awnings, pergolas or the like; and/or
  - (v) the painting or resurfacing of any surface of the Façade, Terrace or Balcony, including any walls or balustrades.

**27.4 Failure of an Owner to Carry out its Maintenance Obligations**

- (a) If an Owner is in breach of or does not carry out its obligations under **clause 27.1** or, in the opinion of the District Developer, an Owner has not carried out such obligations properly, then the District Developer may do anything reasonably necessary for the purpose of fulfilling the requirements of **clause 27.1**, including:
- (i) carrying out work on the Owner's Property to do anything the Owner has failed to do under **clause 27.1** (including removing any offending items); and/or
  - (ii) enter the Owner's Property with or without Suppliers, tools and equipment and remain there for the necessary period of time for that purpose.
- (b) In exercising its rights under this **clause 27.4**, the District Developer shall:
- (i) ensure that all Works are done properly;
  - (ii) cause as little interference as practical to any Owners and Occupiers of the Property;
  - (iii) cause as little damage as possible to the Property and any Improvements on it; and



- (iv) if damage is caused, restore the Property as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where Emergency Repairs are required, the District Developer shall, before exercising its rights under **clause 27.4(a)** and **clause 27.4(b)**, by written notice, give the relevant Defaulting Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation.
- (d) The costs of the District Developer undertaking any works in accordance with this **clause 27.4** shall be a debt payable on time by the Defaulting Owner to the District Developer on demand.

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#### **Disposition and Leasing of Property**

- (a) No Owner may enter into any Disposal of its Property (or part thereof), unless all of the following conditions have been fulfilled:
  - (i) the Owner is not then a Defaulting Owner;
  - (ii) where applicable, the Transferee has any necessary Licence (or shall have such Licence upon the Registration of the transfer of ownership) or is otherwise exempt from holding such Licence by the Relevant Authority and has provided evidence of such fact to the District Developer;
  - (iii) the Owner or the Transferee has paid the District Developer the Clearance Certificate Fee and has obtained a Clearance Certificate and a Letter of No Objection (where applicable); and
  - (iv) the form of the Sales Documentation and transfer documentation complies with the requirements of the Governance Documents for such Property, this Community Declaration and all Applicable Laws.
- (b) When a person or entity becomes an owner of a Property it shall automatically become an Owner and be bound by the provisions of this Community Declaration, and when it ceases to be an owner of a Property it shall automatically cease to be an Owner but shall continue to be jointly and severally liable with its heirs, personal representatives, successors and/or permitted assigns for the due performance of its obligations under this Community Declaration until any procedures provided in or by the District Developer and/or this Community Declaration in respect of the transfer of the Owner's interest in the Property are fully complied with.
- (c) No Owner may enter into any Lease (or other agreements for the use and occupation) of its Property (or any part thereof), unless all of the following conditions have been fulfilled:
  - (i) the Owner is not then a Defaulting Owner;
  - (ii) where applicable, the proposed Occupier has obtained all requisite Licences (or shall have such Licence prior to taking possession of the Property (or part thereof)) or is otherwise exempt from holding such Licence by the Relevant Authority and has provided evidence of such fact to the District Developer;
  - (iii) the Lease documentation includes provisions requiring the Occupier to comply with this Community Declaration; and
  - (iv) the form of the Lease documentation complies with the requirements of the Governance Documents for such Property, this Community Declaration and all Applicable Laws.

- (d) Notwithstanding the granting of any Lease, the Owner remains at all times solely responsible for complying with the provisions of this Community Declaration including ensuring that its Occupier and Invitees comply with the provisions of this Community Declaration and the Owner shall rectify or otherwise cure any breach of its Occupiers and Invitees.
- (e) For the avoidance of doubt, in the event an Owner is a corporate entity, any Change of Control of the Owner shall be deemed to be a Disposition of the Property and prior to such change, the Owner must deliver a notice, duly signed by all the directors of such entity, to the District Developer informing it of the anticipated change of shareholding and to obtain a Letter of No Objection in respect of it.
- (f) The Owner and the Transferee (or Occupier, as applicable) indemnifies, keeps indemnified and holds harmless the District Developer, the Community Management Company and the other Owners against any and all Losses whatsoever incurred and/or suffered by them as a result of any Disposal or Lease conducted otherwise than in strict compliance with this **clause 28**, and in respect of any Losses incurred or otherwise arising from any breach of the obligations contained in this Community Declaration by the Occupiers and/or Invitees.

## **Part J**

### **District Community Service Charges and Other Charges**

#### **29 Service Charges**

##### **29.1 Owner to Pay Service Charges**

- (a) Each Owner must contribute to the District Community Expenses in their Weighted Proportions by way of Master Community Service Charges or Special District Community Charges.
- (b) The Service Charges payable by Owners will comprise a contribution to the General Fund and a contribution to the Reserve Fund.
- (c) Each Owner's Service Charges will be calculated by reference to the Weighted Proportion attributable to the Owner's Property in respect of the District Community Expenses.
- (d) The District Developer may raise Special District Community Charges to fund any shortfall in the General Fund and Reserve Fund in accordance with **clause 29.13** and Supplementary Service Charges for the cost of Operating any additional services or access provided to an Owner in respect of its Property.

##### **29.2 Service Charge Zones**

- (a) For the purpose of ensuring the fair and equitable allocation of the District Community Expenses, the District Developer may designate Service Charge Zones to assist in identifying and allocating District Community Expenses to Properties based on the Beneficial Use of the various District Community Common Facilities.
- (b) From time to time, certain District Community Common Facilities may benefit all Owners and Properties while the benefit of other District Community Common Facilities may be restricted to only some Properties. In addition, the availability of the District Community Common Facilities may change over time as the development of the District Community continues.



- (c) The District Developer has the right to change and update the Service Charge Zones and the allocation of the District Community Expenses between the Service Charge Zones and between the Owners within the Service Charge Zones as it deems necessary from time to time to reflect the Beneficial Use by the Owners of the relevant Properties.
- (d) The District Developer may determine (in its absolute discretion, and without claim or objection by the Owners or Occupiers) that it is appropriate for an Owner within a Service Charge Zone to only start to contribute to the District Community Expenses (by way of Service Charges or Special District Community Charges) with respect to the District Community Common Facilities on and from the date such Owner first has the Beneficial Use of the respective District Community Common Facility, as determined by the District Developer.

#### 29.3 Determination of Weighted Proportions

- (a) The District Developer shall be the sole determinant of the Weighted Proportions and may from time to time apply weightings to particular uses, locations and/or construction status within the District Community in order to properly reflect the different levels of costs that are reasonably required for the proper Operation of each type of use and to reflect the equitable distribution of District Community Expenses between Properties based upon their draw on the resources of the District Community and the Beneficial Use of the District Community Common Facilities.
- (b) The District Developer may, but is not obliged to, appoint an independent expert to assist the District Developer with determining the Weighted Proportions in accordance with **clause 29.3(a)**.
- (c) The Weighted Proportions may be varied by the District Developer on an annual basis and the Owners acknowledge that the Weighted Proportions may change from time to time, due to changes of use, re-development or refurbishment of buildings, and as additional District Community Common Facilities are added to the District Community.
- (d) The Owners shall accept the District Developer's determination of the Weighted Proportions.

#### 29.4 Withdrawal of Services

- (a) The full and proper performance of the District Developer's obligations under this Community Declaration is conditional upon the prompt and full payment (including advance payments and security deposits) of Service Charges and Special District Community Charges (if any) due by Owners.
- (b) The District Developer reserves the right to withdraw or vary the services that it performs under this Community Declaration from time to time to ensure that, as far as reasonably possible, that the District Community Expenses incurred in the provision of such services do not exceed Service Charges actually collected. This right shall be without prejudice to the District Developer's right to collect Special District Community Charges under this Community Declaration to fund any shortfalls.

#### 29.5 Operating Account

- (a) The District Developer shall maintain the Operating Account.
- (b) All Service Charges and other fees received under or by virtue of this Community Declaration shall be paid into the Operating Account and at all times separated from the funds of the District Developer acting in its private capacity.
- (c) A separate account shall be established by the District Developer for the Reserve Fund.

**29.6 Establishment of General Fund and Reserve Fund**

- (a) The District Developer shall establish two (2) funds being:
  - (i) a General Fund; and
  - (ii) a Reserve Fund.
- (b) The District Developer shall pay into the General Fund:
  - (i) the portion of Service Charges relating to General Fund Expenses received from Owners; and
  - (ii) other payments the District Developer receives from Owners and third parties, including:
    - (A) by way of Clearance Certificate Fees and fees payable to the District Developer;
    - (B) for the provision of the Security System and Security Access Devices and passes and the like; and
    - (C) by way of discharge of claims for Insurance effected by the District Developer under this Community Declaration.
- (c) The District Developer shall pay into the Reserve Fund:
  - (i) the portion of Service Charges relating to Reserve Fund Expenses received from Owners; and
  - (ii) other money received by the District Developer which it does not have to pay into the General Fund under this Community Declaration.

**29.7 Preparation of Budget**

- (a) For each Operating Year, the District Developer shall, no later than the date that is one (1) month before the last day of the Operating Year:
  - (i) prepare the proposed Budget for the next Operating Year; and
  - (ii) calculate the amount that each Owner will be responsible to pay to the General Fund and Reserve Fund in the next Operating Year.
- (b) Notwithstanding **clause 29.7(a)**, the District Developer may prepare separate budgets for any Property or Service Charge Zones identified by it as requiring separate financial treatment and issue Supplementary Service Charges in respect of these areas.
- (c) The Budget shall be based on the District Developer's reasonable estimate of the costs of Operating the District Community and providing the District Community Core Services for the next Operating Year including details of:
  - (i) the estimated General Fund Expenses (with a breakdown of each General Fund Expense);
  - (ii) the estimated Reserve Fund Expenses;
  - (iii) itemised estimated monetary requirements and expenditures (giving reasonable details); and
  - (iv) any other cost that the District Developer determines as appropriate.
- (d) The Budget shall also contain itemised details of:



- (i) each General Fund Expense or matter for which each Owner is responsible to contribute;
  - (ii) each Owner's Weighted Proportion of each District Community Expense or matter that it is responsible to contribute; and
  - (iii) the amount of such Weighted Proportion and the Owners' contributions to the General Fund and the Reserve Fund.
- (e) In the event that the District Developer fails for whatever reason to include in any Operating Year a sum expended or liability incurred during that Operating Year, the District Developer may include the sum or the amount of the liability in the Budget for any subsequent Operating Year.

#### 29.8 Application of Payments

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

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

#### 29.9 Preparation of Financial Statements

- (a) The District Developer shall, in respect of each Operating Year, prepare the financial statements for that Operating Year not later than the date that is four (4) months after the last day of that Operating Year.
- (b) The District Developer shall arrange for the independent auditing of the financial statements as soon as practicable after their preparation.
- (c) The audited financial statements prepared by the District Developer shall be conclusive evidence of all matters of fact referred to in it.

#### 29.10 Payments by Owners

- (a) As soon as possible prior to the commencement of the next Operating Year, the District Developer shall provide each Owner with a Payment Notice. The Payment Notice shall provide:
  - (i) details of the amount that the Owner is required to contribute to the General Fund and the Reserve Fund for the next Operating Year;
  - (ii) details of any Supplementary District Community Service Charges;
  - (iii) a breakdown of the Owner's Service Charges;
  - (iv) details of any surplus that has been credited to the Owner from the previous Operating Year;
  - (v) the due date for payment of the Owner's Service Charges; and
  - (vi) any other information that the District Developer considers appropriate for inclusion.
- (b) The District Developer shall be entitled to include a contingency in the Budget to allow for any delay in the payment of Service Charges.
- (c) The Owners shall pay the Service Charges specified in the Payment Notice to the District Developer in accordance with the "Mollak" payment system operated by RERA without deduction or set off on or before the due dates for payment specified in the Payment Notice.

- (d) The Owners' Service Charges shall be payable in respect of each Operating Year quarterly in advance or as otherwise determined by the District Developer from time to time, by no later than the date specified in the Payment Notice, such date being as determined by the District Developer.
- (e) The District Developer shall determine the method by which Service Charges are payable with respect to Properties that are Subdivided, and whether a Payment Notice will be issued to the Community Management Company or Owner and shall be free to entrust the Community Management Company with the responsibility of collecting Service Charges from the Owners within the relevant Property on the District Developer's behalf pursuant to arrangements to be agreed with the District Developer in the District Developer's absolute discretion.

#### 29.11 **Surplus Funds**

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

#### 29.12 **Review of Usage**

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

#### 29.13 **Special District Community Charges**

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



#### 29.14 Special Arrangements

The District Developer may, in its absolute discretion, and without claim or objection by the Owners or Occupiers, make special arrangements for Service Charges assessed in respect of certain Properties (or groups of Properties) of a similar nature within the District Community. For example, the District Developer may procure the Community Management Company to grant an Owner of a Property an exemption from Service Charges or a discount where the business activity being conducted on the Property is to the benefit of the District Community, where the Property performs an important public function or where the District Developer is directed to do so by a Relevant Authority.

#### 29.15 Emergency Funding

- (a) If at any time there are insufficient monies in the General Fund and/or the Reserve Fund to fund the Operation of the District Community Common Facilities due to a delay in the payment of any Service Charges by the Owners (or for any other reason), the District Developer may elect to provide Emergency Funding to fund the shortfall and enable the District Community Common Facilities to continue to Operate.
- (b) If the District Developer elects to provide Emergency Funding in accordance with **clause 29.15(a)**, the District Developer shall be entitled to receive compensation on the amount of Emergency Funding it has advanced for the duration that the Emergency Funding is provided by it.
- (c) The District Developer shall use all reasonable commercial endeavours to recover the outstanding contributions payable by the Owners to enable repayment of the Emergency Funding (together with the compensation payable under **clause 29.15(b)**), and until such time as the Emergency Funding (and such compensation) is repaid in full to the District Developer, which such amount repayable shall constitute a debt payable on time by the Defaulting Owners to the District Developer on demand.

#### 29.16 Defaulting Owners

- (a) If an Owner fails to comply with a Payment Notice, then that Owner is a Defaulting Owner until it has paid:
  - (i) the amount specified in the Payment Notice; and
  - (ii) compensation in the amount specified in the Payment Notice (or such other sum as may be determined by the District Developer from time to time) from the due date for payment specified in the Payment Notice to and including the date upon which payment of the amount specified in the Payment Notice and such compensation is paid.
- (b) Any outstanding amounts due and payable under this Community Declaration by a Defaulting Owner shall comprise a debt due and payable on time to the District Developer on demand. Owners agree that an invoice issued by the District Developer in the name of an Owner is conclusive proof of the debt owing and that the Owner shall have no right of set-off or counterclaim in respect of any such debt.
- (c) The District Developer is entitled to recover from a Defaulting Owner all costs incurred and Losses suffered by the District Developer seeking to recover any outstanding amounts due and payable under this Community Declaration (including legal costs) from a Defaulting Owner or otherwise enforcing compliance with this Community Declaration and the Defaulting Owner shall pay such costs immediately upon notification of such costs by the District Developer.
- (d) To the fullest extent permitted by the JOP Law and the requirements of RERA, in the event that an Owner is a Defaulting Owner:

- (i) the Defaulting Owner shall immediately charge, pledge and assign by way of security to the District Developer for the payment of the debt all of the Owner's right, title to and interest in its Property and the Defaulting Owner shall do all such things and execute all such documents and steps as may be required to grant and give effect to this obligation and to create such security; and
- (ii) to the fullest extent permitted by the JOP Law and the requirements of RERA, the District Developer shall be entitled to register a charge or lien on a Defaulting Owner's interest in or title to its Property with the Relevant Authority to enforce payment of all outstanding amounts due and payable under this Community Declaration as a secured debt, institute an action for Losses and the recovery of the debt in any competent court and/or refuse to grant any Letters of No Objection it is authorised to grant under this Community Declaration.

#### **29.17 Service Charges to Run with the Title to the Property**

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

#### **29.18 Cost of Future Development**

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

#### **29.19 Authority Infrastructure Contributions and Authority Charges**

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



## **Part K**

### **Compliance With Community Declaration**

#### **30 Rights of Inspection**

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

#### **31 Failure to comply with this Community Declaration**

##### **31.1 Written Notice of Entry**

To the extent necessary to do so, the District Developer may enter a Property at any time to exercise the District Developer's rights and the Owner or Occupier must:

- (a) give the District Developer (or persons authorised by it) full and unfettered access to the Property at the Owner's or Occupier's cost; and
- (b) pay the District Developer for its costs of doing any work upon notification thereof as a debt payable on demand.

##### **31.2 Power to Impose Fines**

- (a) Subject to Applicable Laws, the District Developer (including the Community Management Company) may from time to time impose fines on any Owner or Occupier who fails to comply with this Community Declaration, including failing to comply with the District Community Regulations.
- (b) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the District Developer, the District Developer may elect, but is not obliged, to first give the Owner or Occupier (as applicable) notice of the breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under **clause 31.2(a)**.
- (c) All fines imposed by the District Developer shall be commensurate with the nature of the breach of the Defaulting Owner's or Occupier's obligations under this Community Declaration and where the quantum of such fines has been previously determined by the District Developer, such fines shall be notified to the Defaulting Owners and/or Occupiers.
- (d) The District Developer may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by a Defaulting Owner or an Occupier in certain circumstances, as it deems appropriate at its discretion. Any such waiver to apply a fine or enforce payment of a fine against an Owner or Occupier does not prevent the District Developer from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against a Defaulting Owner or Occupier shall constitute a debt payable on time to the District Developer and shall be payable within thirty (30) days of the date of the enforcement notice issued by the District Developer (or as otherwise demanded by the District Developer).

- (f) A failure by an Owner or Occupier to pay any fine imposed by the District Developer under this **clause 31.2** shall be considered to be a further breach equating to a failure to pay Service Charges and the clauses in this Community Declaration regarding the failure of an Owner to pay Service Charges shall apply equally to such breach.

**31.3 Powers are additional**

The powers of the District Developer under **clause 31.2** are in addition to those it has under Applicable Laws and nothing contained in this Community Declaration shall have the effect of restricting, varying or extinguishing any right or power the District Developer may have under Applicable Laws.

**Part L**  
**General Provisions**

**32 District Developer's and Community Management Company's Intellectual Property**

- (a) The Intellectual Property and any goodwill that may develop in relation to it whether directly or indirectly, is the sole and exclusive property of the District Developer or the Community Management Company (as agreed between themselves).
- (b) The Owners and Occupiers shall not:
- (i) use the Intellectual Property or any intellectual property confusingly similar thereto whether visually, phonetically or conceptually as part of any domain, corporate, business or trading name or trademark or service mark or style of the Owner, without the prior Consent of the District Developer and/or the Community Management Company (whose Consent may be given or withheld in their sole discretion);
  - (ii) at any time use or apply to Register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion;
  - (iii) now or at any point in the future, contest the rights to the District Developer and/or the Community Management Company to the Intellectual Property, including any additions or improvements to the Intellectual Property developed from time to time;
  - (iv) use, imitate or infringe upon any of the Intellectual Property in whole or in part; and
  - (v) do or permit to be done any act or omission which would or might jeopardise or invalidate any registration of the Registered Intellectual Property nor to do any act or omission which might assist or give rise to an application to remove any of the Registered Intellectual Property from the relevant registers or which might prejudice the right or title of the District Developer and/or the Community Management Company (or their Affiliates) to any of the Intellectual Property.
- (c) Every Owner and Occupier shall indemnify and hold the District Developer and the Community Management Company harmless from and against any and all Losses in any way arising directly or indirectly from, or otherwise in connection with the use by the Owners or Occupiers of the Intellectual Property without the Consent of the District Developer and/or the Community Management Company.
- (d) The District Developer and the Community Management Company may display their Intellectual Property within the District Community in such places as they so determine.



- (e) The District Developer and the Community Management Company may use an Owner's identifying marks in the course of its promotional activities (whether on Signage, advertising materials or otherwise) and without payment of any fee provided always the use of the same is solely for bona fide purposes and for the promotion of the District Community. Each Owner expressly releases and discharges the District Developer and the Community Management Company from any liability or claims for Losses whatsoever arising from the District Developer's or the Community Management Company's use of the Owner's identifying marks in compliance with this **clause 32**.

### **33 Service of Notices and Other Documents**

#### **33.1 Form and Delivery**

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

#### **33.2 Contact Details**

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

#### **33.3 Execution of Emails**

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

#### **33.4 Receipt and Effect**

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

- (a) if it is delivered or couriered, when it is left at the relevant address;

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

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

#### 34 **Governing Law, Language and Jurisdiction**

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

#### 35 **Force Majeure**

- (a) Subject to **clause 35(c)**, if the District Developer and/or the Community Management Company is prevented or delayed in the performance of any of their obligations under this Community Declaration by a Force Majeure Event, then they shall be excused from the performance or the punctual performance (as applicable) of their obligations as are prevented or delayed by the Force Majeure Event as of and from the date of such Force Majeure Event and for so long as such cause of prevention or delay will continue.
- (b) Neither the District Developer nor the Community Management Company will be liable to any Owner or Occupier or be deemed to be in breach of this Community Declaration by reason of any delay in performing or failure to perform any of its obligations under this Community Declaration if the delay or failure was due to a Force Majeure Event.
- (c) In the case of a Force Majeure Event, the District Developer and the Community Management Company (as appropriate) shall use all reasonable commercial endeavours to bring the Force Majeure Event to a close or to find a solution by which this Community Declaration may be performed despite the continuance of the Force Majeure Event so far as reasonably practicable. If more than one event causes the performance of this Community Declaration to be substantially prevented or delayed, and the cause of at least one of those events is not a Force Majeure Event, then to the extent that the preventions or delays are concurrent, the District Developer or the Community Management Company (as appropriate) shall be excused from the performance or the punctual performance (as applicable) of its obligations as are prevented or delayed by such events.

#### 36 **Severance**

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

#### 37 **Dispute Resolution**

##### 37.1 **Notice of Dispute**

- (a) An Owner must write to the District Developer notifying it of a Dispute arising out of a matter in connection with the performance of a party (or parties) or the interpretation of this Community Declaration.



(b) The written notice referred to in **clause 37.1(a)** shall:

- (i) identify the parties and the subject matter of the Dispute;
- (ii) set out the facts upon which the Dispute is based;
- (iii) identify the provisions of this Community Declaration relevant to the Dispute;
- (iv) annex copies of all correspondence and background information relevant to the Dispute; and
- (v) contain any particulars of the quantification of the Dispute.

**37.2 The District Developer to Consider Dispute**

- (a) Upon receipt of the notification in **clause 37.1(a)** the District Developer may (but is not obliged to) moderate the Dispute with the parties thereto and attempt to mutually reach a resolution of the Dispute.
- (b) The District Developer may from time to time issue "Dispute Resolution Procedures" that must be followed by the parties to a dispute before such parties may commence proceedings under **clause 37.3**.
- (c) The District Developer may also, subject to Applicable Laws and the approval of the Relevant Authorities, establish specialised tribunals for the settlement of Disputes.

**37.3 Submission of Dispute to RERA**

In the event that a Dispute cannot be resolved by the procedure set out in **clause 37.2**, either party may refer such Dispute to RERA which will have the exclusive jurisdiction to determine any Dispute under this Community Declaration in accordance with the JOP Law.

**37.4 No monies to be withheld**

Monies that are or become due and payable by a party to a Dispute under this Community Declaration must not be withheld because of the notification of the Dispute under **clause 37.1(a)** or because of the referral of a Dispute to the RERA under **clause 37.3**.

**37.5 Confidential Information**

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



# Community Declaration Common Terms and Definitions



The Community Declaration must at all times be read in conjunction with this Common Terms and Definitions document which forms an integral part of the Community Declaration.

## Part A – Definitions

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

<b>Affiliate</b>	means in relation to a party, person, and/or legal entity, another party, person and/or legal entity related to and/or associated with that party, person or legal entity, such as being within the same group of companies;
<b>Alterations</b>	means any external alterations, additions, renovations, permanent decorations or other works to any Improvements constructed on any Property;
<b>Applicable Laws</b>	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents, approvals or licences and any other legislative tools issued by a Relevant Authority applicable to the District Community, this Community Declaration, the Owners, Occupiers and/or Invitees;
<b>Approved Plans</b>	means the design and building plans Consented to by the District Developer for the construction and/or Alteration of a Property;
<b>Assets</b>	means a physical component of the common use assets which has value and enables the services to be provided and that have an economic life greater than twelve (12) months. Assets are plant, machinery, property, buildings, infrastructure, utilities and other fixtures, fittings and equipment that are to be Operated by the District Developer;
<b>Authority Charges</b>	means any charges, fees, reimbursements or contributions payable by the District Developer to any Relevant Authority in respect of the District Community;
<b>Authority Infrastructure Contributions</b>	means any contributions, payments or other financial obligations paid or payable by the District Developer to any Relevant Authority in respect of, or related to, the construction of Infrastructure by a Relevant Authority within the District Community, adjacent to the District Community, or otherwise in a location to which such Relevant Authority considers to benefit the District Community, including but not limited to contributions payable in respect of any Major Structures;
<b>Balcony</b>	means any open, enclosed or partially enclosed balcony forming part of a Property (or for which an Owner has been granted an exclusive use right);
<b>Beneficial Use</b>	means where and the extent to which the Owner or Occupier of a Property has the direct use of or benefit from a District Community Common Facility (including the Deemed District Community Common Facilities within the District Developer Retained Area);
<b>Benefiting Owner</b>	means an Owner that has the Beneficial Use of that District Community Common Facility (including the Deemed District Community Common Facilities located within the District Developer Retained Areas) and contributes to the cost of its Operation;
<b>Budget</b>	means a budget prepared by the District Developer of the estimated District Community Expenses for an Operating Year;
<b>Building</b>	means a building constructed within a Plot;
<b>Building Management Statement</b>	shall have the meaning given to it under the JOP Law;
<b>Business Days</b>	means any day other than: (a) Saturday and Sunday; and (b) a day that is declared to be a bank holiday or public holiday in Dubai for the private sector;



<b>Change of Control</b>	means, with respect to any person, whether directly or indirectly and whether or not by the ownership of share capital, the possession of voting power, contract or otherwise, any change in: (a) the power to appoint and/or remove all or such of the members of the board or other governing body as are able to cast a majority of the votes capable of being cast by the members of that board or body on all or substantially all matters, or otherwise to control the policies and affairs of that person; (b) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than fifty per cent (50%) of the total voting rights exercisable at general meetings of that person on all or substantially all matters; and/or (c) the capacity to determine the outcome of decisions about that person's financial and operating policies, whether or not such capacity is based on practical influence or any practice or pattern of behaviour affecting that person's financial or operating policies;
<b>Clearance Certificate</b>	means a clearance certificate or letter from the District Developer confirming that the Owner has paid all monies due and payable under this Community Declaration as at the date of such certificate;
<b>Clearance Certificate Fee</b>	means the fee payable to the District Developer for the issuance of a Clearance Certificate as determined by the District Developer from time to time;
<b>Commercial Facilities</b>	means those commercial facilities and amenities within the District Developer Retained Areas that, at the District Developer's sole discretion, will not form part of the District Community Common Facilities, but are owned, managed and maintained by the District Developer at its own expense and for its own profit;
<b>Committee of Owners</b>	means a committee of resident Owners which is formed pursuant to the provisions of the JOP Law;
<b>Common Areas</b>	means the common areas of a Property that has been Subdivided;
<b>Common Terms and Definitions</b>	means the document containing the defined terms used in the Community Declaration and the rules of interpretation applicable to the Community Declaration which is an integral part of and shall be deemed to be incorporated into the Community Declaration;
<b>Community Administrator</b>	means the administrator appointed by the District Developer to assist the District Developer and Community Management Company with the financial administration of the District Community, if any;
<b>Community Connector</b>	means the connections within the Properties (both external and internal and above or below ground level) which facilitate the interconnectivity of the District Community as may be designated as such by the Community Management Company from time to time and shall include (without limitation) the following: (a) pedestrian bridges; (b) tunnels; (b) pedestrian arcades and walkways; (c) awnings and structures providing shade; (d) vehicular connections both within Buildings and/or between Plots; and shall include all infrastructure and Utilities as may be required by the Community Management Company to facilitate the Operation of such connectors;
<b>Community Declaration</b>	means this sub-community declaration (including the Common Terms and Definitions) which sets out the terms and conditions that govern the management, use and Operation of the District Community, as may be amended by the District Developer from time to time in accordance with this Community Declaration and the requirements of the Relevant Authorities;



<b>Community Management Company</b>	means the Community Management Company appointed by the District Developer to assist with the management of the District Community (including any Subdivided Properties as building manager) and to perform the functions set out in this Community Declaration and certain other delegated functions of the District Developer under this Community Declaration and such expression shall include its Affiliates;
<b>Community Management Fee</b>	means the management fee payable to the Community Management Company for undertaking the functions of the Community Management Company under this Community Declaration;
<b>Consent</b>	means a prior consent in writing from the District Developer and/or Community Management Company under this Community Declaration, which may be given at their absolute discretion and subject to conditions, including a limitation as to time, and "Consent" and "Consented" shall have corresponding meanings;
<b>Construction Regulations</b>	means the construction regulations issued from time to time by the District Developer;
<b>Dedication</b>	means the dedication, adoption, transfer, handover, Leasing, gifting or Disposal of an area in the District Community, Utility Infrastructure or Major Structure (and/or the responsibility for the on-going Operation and/or commercialisation thereof) by the District Developer to a Relevant Authority or Utility Service Provider and "Dedicated" is the conclusion of such process;
<b>Deemed District Community Common Facilities</b>	means those areas and facilities that are from time to time deemed to be District Community Common Facilities (including areas within the District Developer Retained Areas) by the District Developer pursuant to the terms of this Community Declaration;
<b>Defaulting Owner</b>	means an Owner which fails to comply with this Community Declaration or a notice (including a Payment Notice) under this Community Declaration;
<b>Development Control Regulations</b>	means any development control regulations or such other policies or guidelines relating to the control of planning, development and construction within the District Community issued by the District Developer from time to time;
<b>Development Plot</b>	means any parcel of land within the District Community that from time to time: <ul style="list-style-type: none"> <li>(a) is vacant but serviced by the Infrastructure of the District Community;</li> <li>(b) is under construction;</li> <li>(c) has been issued with a building permit by the Relevant Authorities; or</li> <li>(d) is not substantially operational and/or not fully occupied or open to the public,</li> </ul> and may include any proposed District, Plot or District Developer Retained Areas;
<b>Disposal</b>	means any sale, transfer, assignment, or other disposal of the whole or any part of a Property or any interest in a Property including the grant of an option over the whole or any part of a Property, whether directly or indirectly, (but excludes any Mortgage) or any agreement to do the same and, where the Owner is an entity, includes any Change of Control of that entity, and "Dispose" shall have a corresponding meaning;
<b>Dispute</b>	means any dispute, controversy, disagreement or difference between the Owners or Occupiers or between the District Developer and the Owners and Occupiers about: <ul style="list-style-type: none"> <li>(a) the formation, performance, interpretation, nullification, termination or invalidation of this Community Declaration;</li> <li>(b) the rights or obligations of the District Developer, an Owner or an Occupier under this Community Declaration;</li> <li>(c) amounts which the District Developer determines for Service Charges; and/or</li> <li>(d) the Operation of a District Community Common Facility,</li> </ul> or arising therefrom or related thereto in any manner whatsoever;



<b>District</b>	means an area within the District Community designated by the District Developer as a 'District' which can either be a single ownership District or a multiply owned District that is Subdivided;
<b>District Community</b>	means the master community known as "Uptown Dubai" developed by the District Developer (and/or its Affiliates) as depicted on the District Community Master Plan and includes all and any extensions of or reductions to the District Community from time to time;
<b>District Community Common Facilities</b>	means those areas and facilities for the shared use of Owners and Occupiers and which support the Operation of the District Community and are designated as such pursuant to clause 15;
<b>District Community Common Facilities Plan</b>	means the plan for the District Community Common Facilities prepared by the District Developer and approved by the Relevant Authorities, as the same may be amended by the District Developer from time to time in accordance with this Community Declaration and the requirements of the Relevant Authorities;
<b>District Community Core Services</b>	means the services that are required to be provided to the District Community including the District Community Common Facilities and the Properties in an integrated and coordinated manner, and any other service determined to be a "District Community Core Service" by the District Developer from time to time;
<b>District Community Expenses</b>	means the General Fund Expenses and the Reserve Fund Expenses;
<b>District Community Master Plan</b>	means the plan for the District Community prepared by the District Developer and approved by the Relevant Authorities, as the same may be amended by the District Developer from time to time in accordance with this Community Declaration and the requirements of the Relevant Authorities;
<b>District Community Regulations</b>	means the regulations issued by the District Developer, the District Community Rules, the Development Control Regulations, the Construction Regulations and any other such regulations as may be issued by the District Developer from time to time including any variations thereto;
<b>District Community Road Network</b>	means those District Community Roads that provide vehicle access to the Properties throughout the District Community (the Operation of some of which may have been, or are intended to be delegated or Dedicated to the Relevant Authority);
<b>District Community Roads</b>	means those roads that provide vehicle access to the Properties throughout the District Community that are designated as District Community Common Facilities (the Operation of which has not been, and is not intended to be, Dedicated to the RTA);
<b>District Community Rules</b>	means the rules designated as such and as determined by the District Developer from time to time in accordance with this Community Declaration;
<b>District Community Utility Infrastructure</b>	means the Utility Infrastructure applicable to the District Community Common Facilities;
<b>District Developer</b>	means Dubai Multi Commodities Centre Authority, established pursuant to Law No. 4 of 2001 and by virtue of Decision No. 4 of 2002, each issued in the Emirate of Dubai, (together with its Affiliates, respective assigns, consultants, nominees, transferees, successors-in-title) or any other entity or Relevant Authority as may assume responsibility for the Operation, development, management or control of the District Community from time to time;



<b>District Developer Retained Areas</b>	means any Property (including any Development Plot, Future Development Plot or area of land identified as such on the District Community Master Plan) owned by the District Developer (or an Affiliate of the District Developer) that has been retained by the District Developer in its private capacity for its own commercial use or future sale;
<b>DMCC</b>	Dubai Multi Commodities Centre;
<b>DMCC Master Community</b>	means the DMCC Master Community in Dubai, within which the District Community is located;
<b>DMCC Master Developer</b>	means the developer of the DMCC Master Community from time to time;
<b>DMCC MCD</b>	means the master community declaration enacted or to be enacted in respect of the DMCC Master Community;
<b>Dubai Land Department</b>	means the land department of the Government of Dubai or such other applicable authority as may be replaced from time to time under the Applicable Laws;
<b>Emergency Funding</b>	means the monies provided by the District Developer to fund any shortfall with respect to the Operation of the District Community due to insufficient funds being held in the General Fund and/or the Reserve Fund pursuant to <b>clause 29.15</b> ;
<b>Emergency Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the District Developer may, if not carried out immediately, cause danger to the safety of any person or any Property or contents within the District Community;
<b>Exclusive Services</b>	means any service that exclusively services a Property notwithstanding that such service may be located in and/or form part of the District Community Common Facilities or Deemed District Community Common Facilities;
<b>Façade</b>	means the façade of a Building wherever located including all other external surfaces and features forming part of the façade (including the equipment used to illuminate or clean the façade) and any Signage attached thereto;
<b>Force Majeure Event</b>	means any of the following acts, causes, circumstances or events beyond the reasonable control or foresight of the District Developer and/or Community Management Company, including: <ul style="list-style-type: none"> <li>(a) fire, storm, tempest, lightning, earthquake, other exceptional weather conditions and effects, explosion, epidemic, pandemic, natural disaster, and/or an act of God;</li> <li>(b) threat of or preparation for war (whether or not declared), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorist or military action of whatever nature and with whatever effect, confiscation, nationalisation, any form of usurped power, political unrest or any threat of the foregoing;</li> <li>(c) any form of labour dispute, lock-outs, strikes, boycott, riot, civil commotion and/or disorder;</li> <li>(d) decree of, refusal or revocation of any approval, licence, consent or otherwise by a Relevant Authority, and/or any negligence, failure and/or delay in acting, approving, supplying and/or completing by any Relevant Authority;</li> <li>(e) political interference with the normal operations of the District Developer;</li> <li>(f) unforeseen site, premises and/ or operating conditions, non-availability of access, utilities, equipment and/or materials, loss and/or damage by any one (1) or more of the risks contemplated by this Community Declaration to be insured against by the District Developer; or</li> <li>(g) any other act, cause, circumstance or event howsoever caused that adversely affects: <ul style="list-style-type: none"> <li>(i) the performance of the terms and/or conditions of this Community Declaration by the District Developer; and/or</li> <li>(ii) the District Developer's business or financial condition;</li> </ul> </li> </ul>



<b>Future Development Plot</b>	means any parcel of land (including any proposed Plot or District Developer Retained Areas) that is vacant and for which no building permit has been issued by the Relevant Authorities and/or no construction mobilisation works have commenced;
<b>Future Development Work</b>	means the future development work relating to any Property owned by the District Developer including the construction of any Infrastructure, District Community Common Facilities supporting such development. For the avoidance of doubt, Future Development Work does not include any Improvements to existing Infrastructure or the District Community Common Facilities such as improvements to roads and hard and soft landscaping works, the cost of which shall be considered to be District Community Expenses;
<b>General Fund</b>	means the general fund established by the District Developer in accordance with <b>clause 29.6(a)(i)</b> ;
<b>General Fund Expenses</b>	<p>means all costs, expenses, fees and other outgoings incurred by the District Developer under or by virtue of this Community Declaration (other than Reserve Fund Expenses), including:</p> <ul style="list-style-type: none"> <li>(a) all costs, expenses, fees and other outgoings incurred in connection with the Operation of the District Community Common Facilities including: <ul style="list-style-type: none"> <li>(i) the cleaning, servicing, maintenance and repair costs including, refuse collection and pest control;</li> <li>(ii) the costs of landscaping for the District Community Common Facilities;</li> <li>(iii) the cost of labour, materials, equipment, supplies, consumables and third party hire, security, used in the Operation of the District Community and the District Community Common Facilities, Deemed District Community Common Facilities, Infrastructure and associated Assets, services and utilities for the District Community Common Facilities;</li> <li>(iv) the cost of statutory rates, taxes and charges and professional fees;</li> <li>(v) the costs of Insurances (including premium and deductible amounts) for the District Community Common Facilities;</li> <li>(vi) the cost of inspection of the District Community Common Facilities (if applicable) by any Relevant Authority;</li> <li>(vii) the cost of certification of the District Community Common Facilities for the purposes of compliance with any Applicable Laws;</li> <li>(viii) charges and costs incurred with respect to the Utility Services supplied to the District Community Common Facilities;</li> <li>(ix) the cost of any technology and communication services provided to the District Community Common Facilities;</li> <li>(x) Authority Infrastructure Contributions and Authority Charges;</li> <li>(xi) financing costs, equity cost, rental or other costs incurred by the District Developer in connection with the Operation, establishment, construction, provision, repair and maintenance of the District Community Common Facilities and related Infrastructure in the District Community;</li> <li>(xii) the costs incurred in administering and enforcing this Community Declaration including the District Community Regulations;</li> <li>(xiii) the costs incurred in connection with the governance, administration and management of the District Community (including fees incurred from time to time in developing and/or amending the Community Declaration, the District Community Regulations and developing strategies and guidelines for improving processes and procedures within the District Community and preparing any other documents contemplated in this Community Declaration) including legal, accounting and other professional fees (including those charged or incurred by the District Developer);</li> <li>(xiv) costs associated with the marketing and promotion of the District Community;</li> <li>(xv) the Community Management Fee (including the costs associated with appointing a third party to collect such fee); and</li> <li>(xvi) the costs of the District Community Core Services provided in relation to the District Community Common Facilities;</li> </ul> </li> </ul>



	<p>(b) administrative costs;</p> <p>(c) the fees payable to any Suppliers; and</p> <p>(d) any other amounts determined by the District Developer and/or Community Management Company in their absolute discretion to be General Fund Expenses,</p> <p>but excluding:</p> <p>(a) any costs associated with any areas and facilities where the Operational responsibility has been Dedicated to a Relevant Authority to the extent that the responsibility for such costs has been accepted by that Relevant Authority;</p> <p>(b) any capital expenditure incurred in the initial construction of the District Community Common Facilities; and</p> <p>(c) any promotional or advertising costs incurred in relation to the Disposal or Lease of any District Developer Retained Area;</p>
<b>Governance Documents</b>	means the governance documents that are Registered or intended to be Registered and are required under the Applicable Laws that regulate such Property (or any part thereof), including without limitation any governance documentation, Building Management Statements and rules of Subdivided Property;
<b>Hotel</b>	means a Unit or component within the District Community which the District Developer has designated and Consented to as a hotel operation under the District Community Master Plan;
<b>Improvements</b>	<p>means the carrying out of building, engineering or other operations in over or under land including the construction of a temporary or permanent moveable or immovable structure or the removal and demolition of existing structures, including:</p> <p>(a) mechanical, electrical or other system;</p> <p>(b) civil and structural works;</p> <p>(c) works to Utility Services;</p> <p>(d) a fence; and/or</p> <p>(e) a mast pole or a telecommunications equipment;</p>
<b>Infrastructure</b>	means the infrastructure, which is provided or procured by the District Developer for the proper functioning of the District Community;
<b>Insurances</b>	<p>with respect to any Property (excluding any Development Plots, Future Development Plots or District Developer Retained Areas owned by the District Developer) means:</p> <p>(a) property all risks insurance for the full replacement cost of all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the Property (as applicable), if any;</p> <p>(b) comprehensive general liability insurances;</p> <p>(c) in the case of a Property, where the activity of distributing or marketing foods, consumables or durable products occurs – product liability insurance in respect of the manufacture, sale or distribution of goods in connection with a business;</p> <p>(d) machinery breakdown insurance for the full replacement cost of all plant, equipment and machinery for each Property (if any), as applicable (to the extent that it is not covered by a warranty);</p> <p>(e) workers' compensation insurance in respect of any and all personnel covering the provision of Applicable Laws containing an employer's liability extension;</p> <p>(f) in relation to a Property utilised as a Hotel – such appropriate and applicable hoteliers liability insurances for that part of the Property relating to the permitted operation of a Hotel (where applicable);</p> <p>(g) in the case of any development or subsequent periods of repair or restoration only – contractors all risk insurance (in the joint name of the</p>



	<p>contractors and the Owner including public / third party liability insurance; and</p> <p>(h) any other insurance that the District Developer considers appropriate from time to time, and, with respect to any of the District Community Common Facilities (whether in District Developer Retained Areas or not):</p> <p>(a) property all risks insurance for all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the District Community Common Facilities for such amount as considered appropriate by the District Developer;</p> <p>(b) comprehensive general liability insurances;</p> <p>(c) machinery breakdown insurance for the full replacement cost of all plant, equipment and machinery on the District Community Common Facilities and Deemed District Community Common Facilities;</p> <p>(d) workmen's compensation insurances in respect of all personnel covering the provision of Applicable Laws containing an employer's liability extension; and</p> <p>(e) any other insurance that the District Developer considers appropriate from time to time.</p>
<b>Insurer's Valuation Basis</b>	means the determination by the insurer of the District Community Common Facilities (or the District Developer) taking into consideration the use of the Property, the relative cost of reinstating the Property and any other matters considered relevant by the insurer of the District Community Common Facilities;
<b>Intellectual Property</b>	means, in respect of the District Community, all intellectual property of whatever nature, including the Logos, copyrights, domain names, patents, symbols, insignia, slogans, trademarks, service marks, trade names, design rights, emblems, all rights in confidential information, know-how, all database rights, moral rights, and all rights of whatsoever nature in computer software and data, in each case whether such intellectual property is registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to any such rights belonging to, or used under license, by that person or any other intellectual property as defined under the Applicable Laws;
<b>Invitee</b>	means any person or entity using or occupying a Property including the Owner's or Occupier's Suppliers, Visitors, servants, agents and employees;
<b>JOP Law</b>	means Law No. (6) of 2019 Regulating the Joint Ownership of Real Estate in the Emirate of Dubai and any orders, decisions, instruments, notices, rules, by-laws, codes, ordinances, regulations, requirements, directions or other legislative tools, enactments or replacement laws of any governmental, quasi-governmental, judicial authority or administrative agency issued in relation to such law or the subdivision of multiply-owned property in Dubai;
<b>Landscaped Area</b>	means all applicable external landscaped areas, paved areas, plazas, water features, fountains, gardens, parks, green areas, public areas, and the like of such soft and hard landscaped areas within the District Community Common Facilities and Deemed District Community Common Facilities;
<b>Lease</b>	means any lease (including any sub-lease), licence or other right of possession or occupancy, or any grant or taking on of the foregoing (as applicable) immaterial of the term;
<b>Letters of No Objection (NOC)</b>	means a letter of no objection, a no objection certificate or other Consent issued by the District Developer confirming that the Owner or Occupier has complied with its obligations under this Community Declaration (including the District Community Regulations), or confirming that the District Developer Consents to the Owner's or Occupier's requested application;
<b>Licence</b>	means a licence issued by a Relevant Authority required pursuant to Applicable Laws which must be held by an Owner or Occupier in order to carry out any commercial activity it intends to carry out from the Property (or part thereof) as applicable;
<b>Logo</b>	means the all logos of the District Community, the District Developer and any other logos used by them in connection with the District Community including logos for any new names for any part of the District Community from time to time;



<b>Losses</b>	means actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability, including any liability for any injury to any person or any damage to any land, Property, contents, Major Structures, Infrastructure, Utility Infrastructure or any other part of the District Community immaterial of its ownership;
<b>Major Structures</b>	means the bridges, tunnels, vehicular overpasses, and other major structures within (or adjacent to and serving) the District Community;
<b>Master Community Service Charges</b>	means the service charges payable by Owners to the DMCC Master Developer (or their authorised nominees) in accordance with the DMCC MCD;
<b>Maximum Permitted GFA</b>	means the maximum permitted gross floor area allocated to and permissible in respect of a Property as calculated and determined by the District Developer (in its absolute discretion), and as specified in the Sales Documentation, the Approved Plans or as is otherwise communicated by the District Developer (including any variations thereto);
<b>Minor Projections or Encroachments</b>	means any projection or encroachment of any Building or structure by the District Community Common Facilities and Deemed District Community Common Facilities over an adjoining Property that is minor in nature and does not impact the Owner's use or enjoyment of its Property;
<b>Mortgage</b>	means a mortgage, pledge, charge, lien, assignment by way of security or a possessory pledge granted over a Property (or any part thereof);
<b>Mortgagee</b>	means a bank, financial institution or other lender that has been granted a Mortgage over a Property whether based in the UAE or in any other part of the world;
<b>Occupier</b>	means any occupier, tenant, licensee or person with any other right of possession or occupation (including any Mortgagee in possession) of a Property (or any part thereof);
<b>Operating Account</b>	means the bank account(s) opened and maintained by the District Developer with a reputable bank in the UAE for the purpose of holding the General Fund and applying such funds in payment of the District Community Expenses or otherwise in accordance with this Community Declaration;
<b>Operating Year</b>	means the period commencing on 1 January and expiring on 31 December every year (or such other yearly period as may be determined by the District Developer from time to time);
<b>Operation</b>	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where necessary) renovation and renewal and "Operate", "Operating" and "Operational" shall have corresponding meanings;
<b>Owners</b>	means the owners of a Property, including owners whose registration of title is still pending and "Owner" shall have a corresponding meaning. A reference in this Community Declaration to an "Owner" or to "Owners" includes a reference to the Unit Owners within a Property that has been Subdivided;
<b>Payment Notice</b>	means a notice issued in accordance with <b>clause 29.10(a)</b> and/or <b>clause 29.13(b)</b> ;
<b>Plaza</b>	means the central plaza within the District Community which forms part of the District Developer Retained Areas and may be partially or wholly designated as a Deemed District Community Facility for the use of Owners and Occupiers on a non-exclusive basis together with members of the public;
<b>Plot</b>	means a plot within the District Community and (where the context so requires) a reference to Plot includes a reference to any Buildings constructed on such Plot and to any Units created upon the Subdivision of such Buildings. For the purpose of this Community Declaration, a reference to "Plot" includes a reference to a Development Plot and a Future Development Plot;
<b>Plot Owner</b>	means the Owner of a Plot (whether an entity or natural person) including its heirs, successors-in-title and permitted successors and assigns and in the case of a Plot which has been Subdivided, the Plot Owner refers to the Owners collectively, represented by the Community Management Company;
<b>Podium</b>	means the above-ground podium of a Building;



<b>Property</b>	means a District (including a Future Development Plot), a Plot (including a Development Plot), a Building, a Unit, a Beach Plot and a Marina Berth (in each case, as the context so determines) and whether multiply owned and Subdivided or single-owned. A reference to a Property includes all of the Units and Common Area within such Property;
<b>Public Access Easements</b>	means the public access easements within a Property as reserved by the District Developer with the Owner of the relevant Property and shall include all Infrastructure and Utility Services as may be required by the District Developer to facilitate the Operation of such easements;
<b>Records and Books of Account</b>	means all of the following: (a) an up to date copy of this Community Declaration; (b) copies of agreements entered into by the District Developer with all Suppliers; (c) an up to date roll containing the names, addresses and other contact details for each Owner and their Representatives; (d) Budgets, financial statements and audited reports; (e) copies of all issued and outstanding Payment Notices and details of the amounts paid and payable under this Community Declaration; (f) notices and correspondence sent or received by the District Developer; (g) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for Insurances; and (h) all other records relating to the Operation of the District Community Common Facilities and the District Community generally by the District Developer; and
<b>Registration</b>	means registration of the relevant document, plan or any other registerable instrument with the Relevant Authority, and the terms "Register" and "Registering" shall have corresponding meanings and "Registration" is the completion of this process;
<b>Relevant Authority</b>	means any competent governmental authority having jurisdiction, by virtue of Applicable Laws or otherwise, over any aspect of the District Community, including the registration of title ownership for the Properties and the Operation of the District Community (including any regulator appointed pursuant to any Applicable Laws). Such authorities include: (a) RERA; (b) the Dubai Land Department; (c) the Government of the UAE; (d) the Government of the Emirate of Dubai; (e) the RTA; (f) Dubai Municipality; (g) Dubai Department of Tourism and Commerce Marketing; and (h) any service provider approved by the District Developer and having jurisdiction over the District Community (including but not limited to the Dubai Electricity and Water Authority (DEWA) and/or the Community Management Company);
<b>Representative</b>	means a natural person appointed by an Owner as a representative of that Owner;
<b>RERA</b>	means the Real Estate Regulatory Authority which forms part of the Dubai Land Department;
<b>Reserve Fund</b>	means the reserve fund established by the District Developer pursuant to clause 29.6(a)(ii);
<b>Reserve Fund Expenses</b>	means all costs, expenses, fees and other outgoings incurred by the District Developer in paying for renewals, refurbishments, improvements, upgrades, repairs and/or replacements of the District Community Common Facilities of a capital nature, and costs associated with establishing and maintaining the Reserve Fund;



<b>Reserve Fund Forecast</b>	means a study of the reserve funds required to be collected from the Owners and deposited into the Reserve Fund over a rolling ten (10) year period from the date of the forecast in order to pay for the capital repair, maintenance and replacement of the District Community Common Facilities;
<b>Restricted District Community Common Facilities</b>	means those parts of the District Community Common Facilities that house any of the plant or equipment or have otherwise been designated as such by the District Developer from time to time;
<b>RTA</b>	means the Dubai Roads and Transport Authority;
<b>Sales Documentation</b>	means the sales documentation entered into between the District Developer (or its Affiliate) and the first Owner of a Property and any subsequent Transferee of the same (as the case may be);
<b>Security Access Device</b>	is a key, magnetic card or other device used to open and close doors, access gates or locks or to operate alarms, security systems or communication systems within the District Community;
<b>Security System</b>	means any centralised security system within the District Community (but excluding those systems dedicated to Buildings) that monitors and controls security equipment including but not limited to cameras, sensors, monitors, movement detectors, alarms and Security Access Devices;
<b>Service Charges</b>	means the service charges payable by Owners to the District Developer or Community Management Company (or their authorised nominees) representing the assessment of the Owners' respective proportionate share of District Community Expenses determined in accordance with the Weighted Proportion of the Owners' respective Property raised in accordance with this Community Declaration (and includes any Special District Community Charges and/or Supplementary Service Charges where applicable);
<b>Service Charge Zones</b>	means the zones designated by the District Developer from time to time to fairly allocate District Community Expenses between Owners. A reference to a Service Charge Zone in this Community Declaration includes a reference to all Properties, District Community Common Facilities, Deemed District Community Common Facilities and Utility Infrastructure within such Service Charge Zone;
<b>Shared Occupancy Plan</b>	means any occupancy plan that provides for: <ul style="list-style-type: none"> <li>(a) any division of a Property on a time increment basis of chronological periods, or any agreement, plan, programme or arrangement under which the right to use, occupy, or possess the Property is accorded to various persons, either corporate, individual or otherwise on any basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time or any other period of time, including those products commonly known as timeshare, fractional, or private residence clubs;</li> <li>(b) any joint ownership, whether or not ownership is deeded, of the Property where unrelated (i.e. non-family) owners share and enjoy use or occupation of the Property according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system;</li> <li>(c) any club or programme, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs; or</li> <li>(d) any plan or programme analogous to the above;</li> </ul>
<b>Signage</b>	means any sign, billboard, poster, placard, banner, Façade, lights, embellishments, names, notices, hoardings, promotional signage during or after construction, advertisements or the like;
<b>Special District Community Charge</b>	means a service charge raised by the District Developer pursuant to <b>clause 29.13</b> ;
<b>Subdivided</b>	means the subdivision of a Property (or any part thereof) into further Units and Common Areas in accordance with the Applicable Laws, and the terms "Subdivide" and "Subdivision" shall have corresponding meanings;
<b>Supplementary Service Charges</b>	means any additional Service Charges levied on an Owner for an additional access or service provided to its Property;



<b>Supplier</b>	means any consultant, contractor, tradesperson or the like who provides services to the District Community including services in connection with the Operation of the District Community Common Facilities or provides such services to an Owner and/or Occupier in respect of a Property;
<b>Terrace</b>	means any substantially uncovered external paved areas within a Property or for which an Owner has been granted an exclusive use right;
<b>Transferee</b>	means any person or entity that receives or is to receive any whole or partial interest in a Property including any purchaser, transferee or the like and includes any person or entity that will receive a controlling interest in the Owner following a Change of Control of such Owner;
<b>UAE</b>	means the United Arab Emirates;
<b>Unit</b>	means a unit (such as an apartment, villa, office or retail outlet) within a Property as defined in the JOP Law which has been formed upon the Subdivision of a Property and as depicted on the relevant Approved Plans of Subdivision;
<b>Unit Owner</b>	means the owner of a Unit including his heirs, successors-in-title and permitted successors and assigns;
<b>Upgrading or Redevelopment Works</b>	means any upgrading or redevelopment works to existing District Community Common Facilities to provide for greater efficiency, capacity or generally improve the benefit of such facilities to the District Community. For example (such example being non-exhaustive), works undertaken to change, widen or add to the District Community Utility Infrastructure and District Community Road Network will be considered to be part of the District Developer's Upgrading or Redevelopment Works;
<b>Utility Infrastructure</b>	means the plant, equipment and systems by which the Utility Services are supplied to the Properties and District Community Common Facilities including but not limited to electricity, networks, substations, generators, lighting systems, gas systems and equipment, water and storage systems, heating and cooling systems, air conditioning systems (including district cooling and chilled water), waste storage and treatment facilities, tanks, water pipes, water mains, gas pipes and flues, electrical wiring and conduits, telecommunication equipment and bulk meters for measuring the reticulation or supply of Utility Services (and such other utility supplied to the District Community considered as a Utility Infrastructure by the District Developer and or the Relevant Authorities);
<b>Utility Service Provider</b>	means the provider of a Utility Service;
<b>Utility Services</b>	means the utility services provided to the District Community (or any part thereof) by a Supplier, the District Developer or any other Relevant Authority;
<b>Visitors</b>	means an Owner's or Occupier's invited visitors to the District Community including an Owner's or Occupier's customers, guests and family members;
<b>Water Transport Network</b>	means the water transport operation (and associated network infrastructure) which is Operated within the District Community by the RTA;
<b>Weighted Proportions</b>	means the proportion of the District Community Expenses attributable to each Property as determined by the District Developer from time to time taking into consideration the use, location, plot development status and size of the Property and the draw on the resources of the District Community Common Facilities; and
<b>Works</b>	means any fit out works, building works, Improvements, Alterations or landscaping works proposed to be undertaken by an Owner or Occupier to its Property.

#### Part B – Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of the Community Declaration;
- (b) words importing the neuter gender shall include the masculine or feminine gender (as applicable) and words importing the masculine gender only shall include the feminine gender and vice versa;



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

- (i) a reference to an association or body which has ceased to exist includes the association or body established in place of the association or body to serve substantially the same purposes;
- (j) a provision of the Community Declaration which is void or voidable by any party, unenforceable or illegal shall be read down to the extent required to give the provision legal effect and the invalidity of any such provision shall not affect the remaining provisions contained in the Community Declaration;
- (k) unless otherwise expressly stated, where a party's consent is required to a thing, it shall be implied that such party shall not unreasonably withhold or delay its consent; and
- (l) a covenant by a party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing.