

1. **Name of Owners Association:** Al Badia Residences Owners Association

2. **Description of the structure and Management of the Project**

2.1 Al Badia Residences is a complete development and therefore has an Owners Association and Common Areas which (subject to the Easements and Covenants granted) are within the jurisdiction of the Owners Association. The Common Areas are set out in the Common Areas Site Plan (**Schedule A**), and also include the exterior of Townhouses and Apartment Buildings in Al Badia Residences.

2.2 The Owners Association must retain an Association Manager who must be licensed and registered with RERA. The Association Manager assists the Board and the Owners Association to discharge their obligations under the Jointly Owned Property Laws. A diagram setting out the relationship between the Owners Association, the Board, the Association Manager, Service Providers and Owners is set out in the **Schedule B**.

2.3 The Owners Association shall be responsible for ensuring the Common Areas and related services are provided at all times to a high standard and in accordance with this Jointly Owned Property Declaration, the Building Management Statement and the Applicable Laws. Owners are members of the Owners Association and may elect a Board at the General Assembly who will be responsible for the direction of the Owners Association.

2.4 The Owners Association, Owners and Occupiers must comply with the terms of this Jointly Owned Property Declaration and the Community Rules (set down in Schedule C) relating more particularly to the conduct of Owners and Occupiers. Owners and Occupiers must also comply with all other Applicable Laws. Subject to the provisions of the Building Management Statement, this Jointly Owned Property Declaration may be amended by Special Resolution and Community Rules amended by Simple Resolution provided such amendments are in accordance with the Applicable Laws and any guidelines set down by RERA.

2.5 Owners within Al Badia Residences will benefit from the Common Areas and related services and facilities and must therefore pay Service Charges to cover related costs and expenses. Service Charges will be levied on Owners having regard to their General Entitlement and the Weighting Assessments conducted under the Building Management Statement. Each Unit's Voting Entitlement and General Entitlement is set down in Item 3, Item 4 and Schedule G and calculated in accordance with Item 4.

2.6 Al Badia Residences is also a dual-use development incorporating an Apartment Building use and Townhouse use ("Uses"). Notwithstanding there is more than One Use in Al Badia residences there is one Owners Association for the development.

2.7 Apartment Buildings and Townhouses in Al Badia Residences were completed in Stages, as shown on the Stage Completion Plan at **Schedule J**. Separate Reserve Funds apply to each Use within each Stage having regard to the particular completion periods of each Stage, as set down in the Building Management Statement. The Utility Services arrangements for colling services also differ between the Stages as provided in **Schedule E**.

2.8 The Building Management Statement sets out the detail as to the appointment of the Board and also balances the interests of the Uses and the Stages. The Building Management Statement will be binding on the Owners Association and Unit Owners and be registered as a separate restriction on title. A copy of the Building Management Statement is attached to this Jointly Owned Property Declaration at **Schedule H**.

2.9 Al Badia Residences will also be within the DFC master community, which may also comprise Precincts or other DFC master Community sub groupings of which Al Badia Residences may form part.

2.10 The Master Developer shall be entitled to balance the interests of the uses, the Stages and any Precincts (or other sub groupings) in the DFC Master Community. The Master Developer may at its discretion meet with representatives from the uses and the stages (or any Precincts or other sub groupings), or establish such other representative forums as the Master developer may determine from time to time.

2.11 The Owner association and the Unit owner (and where context requires, Occupiers) shall be bound by the terms of the Master Community Declaration and any Rules and Regulations promulgated by the Master Developer.

3. Stages, Numbering and Entitlement of Units

3.1 The numbering of units and Entitlements and General Entitlements attributed to units are set down in **Schedule G**.

3.2 **Schedule G** also records the staged applicable to each unit.

4. Calculation of Voting Entitlements, General Entitlements and assessment of service charges.

4.1 Voting Entitlements are calculated on the title deed area of each unit as a proportion of the total title deed area for all the units.

4.2 Voting Entitlements shall only be applicable for voting on Special Resolutions, voting by poll and determining at general assembly by the Owners as provided in the Association constitution and in accordance with the Building Management Statement.

4.3 General Entitlements are calculated on the title deed area of each apartment Units or Townhouse Units as the proportion of the total title deed area for all the Apartment units and all the Townhouse Units respectively.

4.4 General Entitlements shall apply for non-voting purposes and services charges will be levied on Owners having regard to their General Entitlements and Weighting Assessments.

4.5 Weighting Assessments of costs for all the Users and the Stages are also undertaken in accordance with the Building Management Statement. Weighting Assessments do not alter the General Entitlements but apply charges in relation to certain areas and services based on use and benefits to a Use or Stage.

5. Staging of Project

5.1 Al Badia Residences constitutes a complete development, however additional Stages will be added from time to time.

5.2 Al Badia Residences forms part of the DFC Master Community and may also form part of:

- a. a larger residential Precinct within the DFC Master Community; and/or
- b. such other Precinct or sub grouping within the DFC Master Community as may be determined by the Master Developer.

5.3 The DFC Master Community may be subject to new Future Development through the addition of Precincts, Stages or other sub groupings in accordance with the Master Plan as approved by the Relevant Authorities.

5.4 The Master Developer may vary the Master Plan at the Master Developer's discretion having regard to the requirements of the DFC Master Community and the Master Developer's objectives and provided such variations are approved by the Relevant Authorities.

6. Delivery and use of Utility Services

6.1 Arrangements for the delivery and use of Utility Services are set down in Schedule E and Owners should note the different arrangements in relation to cooling services for each Stage.

7. Easements and Covenants

7.1 The Owners Association shall have the power by Special Resolution to enter into easements over Common Areas with third parties on reasonable and practicable terms and conditions and where these are reasonably necessary for the use and enjoyment of Owners or Occupiers of Al Badia Residences or necessary for third parties

7.2 Further terms and conditions of Easements and Covenants are set down in Items 13.5 and 13.12 of this Jointly Owned Property Declaration.

7.3 Al Badia Residences is also subject to any easements and covenants set down in the DFC Master Community Declaration or Rules and Regulations promulgated by the Master Developer and as may be created pursuant to the Applicable Laws.

8. Water, waste, energy and any environmental management conditions

8.1 The Owners Association, Owners and Occupiers (to the extent the Applicable Laws apply to Occupiers) shall comply with any Applicable Laws relating to water, waste, energy and environmental management.

8.2 The Owners Association, Owners and Occupiers (to the extent applicable) shall comply with any provisions of the DFC Master Community Declaration or Master Plan relating to water, waste, energy and environmental management.

9. Restrictions on use of Units

9.1 Leases, Licenses and contractual terms

Owners may lease or grant possession of their Units to Occupiers but must ensure that Occupiers are aware of the relevant aspects of the Master Community Declaration, the Rules and Regulations, Building Management Statement, Jointly Owned Property Declaration and Community Rules and that lease or license documentation with Occupiers, wherever possible, discloses the relevant obligations to Occupiers and requires the Occupier to adhere in contract to such obligations. The Board may provide to the Owners relevant clauses for insertion in any lease or license documentation which the Owner will ensure are utilised.

9.2 Use

- a. Units are only to be used for the purpose constructed and must not be overloaded or overcrowded.
- b. Storage Areas and Parking Bays must also be used in accordance with their design specifications and be used strictly in accordance with this Jointly Owned Property Declaration the Community Rules, and as applicable the DFC Master Community Declaration and any Rules and Regulations promulgated thereunder.
- c. Owners or Occupiers must not use or permit to be used the lavatories, sinks and drainage and other plumbing facilities in their Unit for any purpose other than those for which they were constructed or provided and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter.

9.3 Obligations of Owners in relation to Parking Bays

- a. Parking Bays are part allotments and accordingly each Owner grants to the Owners Association and its contractors the unrestricted right to cross over, clean, repair, remark and maintain, supervise the use of and otherwise manage the Parking Bays in order to ensure that all Car Parking Areas are secure and clean at all times. The cost for such services will be payable by all Owners through Service Charges
- b. Owners of Parking Bays shall not erect any structure on their Parking Bay and the same shall be used only for the parking of vehicles.

9.4 Transfer of Parking Bays and Storage Areas

Owners of Parking Bays and Storage Areas that are part allotments are not permitted to transfer these separately from their Unit unless permitted in law or pursuant to Land Department or RERA guidelines. The transferring Owner will be responsible for meeting all of the costs of variation of any of the plans and this Jointly Owned Property Declaration and all Land Department or other costs.

9.5 The appearance and integrity of Units and the buildings, conduct of Works and the Architectural and Landscaping Code

- a. An Owner or Occupier must not without the prior written approval of the Architectural and Landscaping Standards Committee, maintain within or upon its Unit any item or furnishing that is visible from outside the Unit and is not in keeping with Al Badia Residences
- b. Owners and Occupiers must complete any fit-out or renovation, improvement, structural, mechanical or electrical alteration or addition to their Unit strictly in accordance with the requirements of the Architectural and Landscaping Committee and the Architectural Landscaping Code.

- c. The Owners Association at a General Assembly may choose to elect a delegation (consisting of at least one Board member from each Use) who together will comprise a committee to be known as the Architectural and Landscaping Standards Committee. In the absence of the establishment of such a committee the Architectural and Landscaping Standards Committee shall comprise the Board at any duly convened meeting. The Architectural and Landscaping Standards Committee shall be responsible for the following:
- reviewing and modifying the Architectural and Landscaping Code and relevant standards for approval by the Owners Association;
 - making decisions regarding any applications to conduct Works as to whether these Works comply with the Architectural and Landscaping Code and meet relevant standards and suggesting modifications to ensure such Works comply;
 - ensuring that all Works are in accordance with the Architectural and Landscaping Code; and
 - liaising on behalf of the Board with the relevant consultants as may be necessary to fulfill the obligations of the Board under the Architectural and Landscaping Code.
- d. The Architectural and Landscaping Standards Committee shall be obliged to follow any guidelines set down in the Master Community Declaration, particularly with regard to the standards applicable to the integrity of buildings and Utility Services, the aesthetics and cleanliness of the exterior of the buildings, cleanliness of Common Areas visible to the general public and landscaping and gardening.
- e. The Owners Association shall use best endeavours to ensure that the Architectural and Landscaping Standards Committee is made up of persons with sufficient professional expertise to make decisions in relation to the Architectural and Landscaping Code where the Architectural and Landscaping standards Committee Lack sufficient expertise in any matter it shall retain appropriate professionals expert advice.
- f. The Architectural and Landscaping Standards Committee shall ensure where appropriate that matters of interest to Owners are referred to the General Assembly for discussion to ensure that the Architectural and Landscaping Code and any standards adopted pursuant thereto fairly reflect the wishes of the Owners and balance the interests of the two Uses and of the Stages.

10. Restrictions on the use of Common Areas

10.1 No obstruction of Shared Areas and Facilities, Common Areas or Utility Services unless on lawful grounds

- a. Owners and Occupiers must not obstruct the lawful use of the Shared Areas and Facilities, Common Areas or related facilities or services or interfere with the Utility Services infrastructure or the supply of Utility Services other than on a temporary basis brought about in the exercise of its rights or obligations under the Applicable Laws, the Master Community Declaration, the Rules and Regulations, this Jointly Owned Property Declaration or the Community Rules and in all cases with prior written notification to and consent of the Master Developer or the Board (as applicable).

- b. Vehicular access ways, roads and loading areas should be kept clear and the Master Developer will be entitled to have offending vehicles towed at the Owner or Occupiers expense.
- c. Furniture and equipment and other goods must be transported appropriately and in accordance with any directions of the Association Manager, Master Developer or other relevant Authorised Entity dealing with operational matters.

10.2 Areas reserved for management or special purposes

- a. transported appropriately and in accordance with any directions of the Association Manager, Master Developer or other relevant Authorized Entity dealing with operational matters.
- b. Instructions set out in any signage erected on any Common Area by the Owners Association is prima facie proof that the same is reserved for special purposes and must be complied with by all Owners and Occupiers.

10.3 Lifts and other equipment

Lifts and other specialized equipment must be used in accordance with design specifications. Signage erected shall be prima facie proof as to any design specifications.

11. Rights of Exclusive Use

11.1 Common Basement

- a. The Owners of Townhouses Units 9-1, 9-2 and 9-3 shall have the Common Basement located described in Schedule F reserved to them as an Exclusive Use Area in accordance with Item 13.12(e). The rights and obligations are as follows:
 - The Owners of Townhouse Units 9-1, 9-2 and 9-3 and their Occupiers have the right to use the Common Basement as a general basement and storage area.
 - The Common Basement must only be used for the purpose of a basement and storage area, unless otherwise is agreed by the Owners Association.
 - The Owners of Townhouse Units 9-1, 9-2 and 9-3 are responsible for ensuring that the Common Basement and any items placed thereon is kept clean, presentable and maintained in accordance with the requirements of the Architectural and Landscaping Standards Committee. No rubbish or dangerous substances may be stored in the Common Basement.

11.2 General

- a. The Owners Association at a General Assembly may create Exclusive Use Areas by Simple Resolution.
- b. An Exclusive Use Area is the right to an Owner of a Unit to use exclusively a Common Area for a specified purpose. Any such rights granted must not unduly affect the collective rights of Owners and may be upon such terms and conditions as the Owners Association deem fit.
- c. The Owners Association may, if the grantee fails to meet the conditions of the grant, provide as a condition of the grant that this may be revoked by the Board or by Simple Resolution. In all cases the grant may be revoked by Special Resolution unless the grant was made upon the filing of this Jointly Owned Property Declaration in which case the right can only be removed with the consent of the beneficiaries of the Exclusive Use Area or in accordance with the Directions.

- d. Those parties that have reserved to them Exclusive Use Areas over Common Areas are not permitted to transfer these rights separately from their Unit unless permitted in law and the transfer is to another Owner of a Unit. The transferring Owner will be responsible for meeting all of the costs of variation of any plans and this Jointly Owned Property Declaration and all Land Department or other costs.

12. Special Management conditions

12.1 Building Management Statement

- a. As Al Badia Residences is a dual-use development special management provisions apply to balance the rights of the Uses and the Stages. The Building Management Statement sets out how management decisions that may affect only one Use (or one or more of the Stages) must be taken and a method for resolving any disputes that may arise in the event of differences of opinion.
- b. The terms of the Building Management Statement are attached to this Jointly Owned Property Declaration and are registered as a separate restriction on the title to all Units in Al Badia Residences. The Building Management Statement applies only to those matters regulated therein and otherwise the terms of this Jointly Owned Property Declaration will apply.

12.2 Primacy of the Master Community Declaration and Rules and Regulations

- a. The Master Community Declaration and any Rules and Regulations are for the benefit of the Master Community as a whole. The Owners Association and each Owner agrees that the Master Community Declaration and any Rules and Regulations promulgated under the Master Community Declaration are binding on the Owners Association and Owners.
- b. To the extent that the Master Community Declaration or any Rules and Regulations are inconsistent with the Building Management Statement, the Jointly Owned Property Declaration or the Community Rules the terms of the Master Community Declaration and Rules and Regulations will prevail.

12.3 Constitution of Board

12.3 When electing or replacing Board members, priority will be given to ensuring that there is not more than one Board member from each of the Buildings that constitute Al Badia Residences.

13. Obligations of Owners, Occupiers and Owners Association

13.1 Obligations of the Owners Association

- a. The Owners Association and Board must discharge their respective obligations under the Applicable Laws and take all steps warranted in the circumstances to ensure compliance by Owners and Occupiers with the Applicable Laws, the Master Community Declaration, the Rules and Regulations, the Building Management Statement, the Association Constitution, the Jointly Owned Property Declaration and the Community Rules.
- b. The Owners Association must ensure that no amendment to the Jointly Owned Property Declaration or any Community Rule is made that:

- in all cases is inconsistent with the Master Community Declaration and the Rules and Regulations;
 - In the case of any community Rule, is inconsistent with this Jointly Owned Property Declaration or the Building Management Statement;
 - in the case of the Jointly Owned property Declaration, is inconsistent with the Building Management Statement.
- c. The Owners Association must ensure that a Board is elected and constituted at all times in accordance with the Jointly Owned Property Law and Directions. The Board is responsible for ensuring that the Owners Association carries out its functions in accordance with the Applicable Laws.

13.2 Obligations and meetings of the Board

- a. The Board (jointly and individually) shall ensure they act at all times in accordance with the Applicable Laws and observe the "Code of Conduct" of Board members set down in the Association Constitution as may be amended by the Relevant Authorities.
- b. The Board shall ensure that it serves copies of any update to the Master Community Declaration, the Rules and Regulations, this Jointly Owned Property Declaration, the Community Rules and the Building Management Statement on owners promptly following the passing of the relevant resolution for such amendment.
- c. For the avoidance of doubt the chairman of the Board has no casting vote.
- d. The Board must ensure that full details of any tender relating to any Supply Agreement or other agreement for which separate provision must be made under the budget are circulated and the tender or contracting process is approved in writing at a meeting of the Board.
- e. In the event that a resolution is sought at any General Assembly for the approval of a Supply Agreement the Board shall ensure the following is submitted with the agenda to all Owners:
 - a summary of the relevant points of the Supply Agreement;
 - a list of who was invited to tender or contract for the services and relevant details of alternative tenders or offers; and
 - the reasons for the Board endorsing a particular tender or agreement.
- f. Notice of Board meeting may be sent by:
 - hand delivery or courier to the address of the Board members, with the notice deemed provided at the time of delivery;
 - facsimile to the facsimile number provided to the Board, with the notice deemed sent when an error free transmission report is obtained; and
 - email to the email address provided to the Board, with the notice deemed sent within 14
- g. Following any meeting of the Board minutes must be distributed to all members of the Board within fourteen (14) days of the same.
- h. Any Board member who is in material breach of their obligations as set out in the Jointly Owned Property Law, Directions, this Jointly Owned Property Declaration or the Community Rules shall not be entitled to vote at any meeting of the Board until the material breach is rectified.
- i. If there are equal votes in connection with any motion, the Board may defer voting on the motion to a subsequent Board meeting. Following the subsequent meeting, if the number of votes remains equal, the motion is deemed not to be passed. The motion may however be referred to the General Assembly for resolution.

- j. Board members must be present in person at any Board meeting in order for a vote to be valid. Alternatively the Board may hold a valid meeting in writing, or by electronic means, if:
- notice of the meeting is served in accordance with this Jointly Owned Property Declaration;
 - the notice is accompanied by an agenda, all supporting documentation relevant to the motions and a voting paper; and
 - a quorum (and the requisite Board members required under the Building Management Statement) vote on the agenda item and return their voting papers (or, as applicable, electronic votes) to the chairman prior to the proposed meeting date.

13.3 Obligations of Owners and Occupiers

- a. The Master Community Declaration, the Rules and Regulations, the Building Management Statement, this Jointly Owned Property Declaration and the Community Rules are binding upon all Owners or Occupiers, except where context excludes this in the case of Occupiers.
- b. A reference to an obligation on the part of an Owner under the Jointly Owned Property Declaration or Community Rules will (unless the context requires otherwise) be deemed to be an obligation on that Owner to also take all steps warranted in the circumstances to ensure this obligation is complied with by any of their Occupier.
- c. Notwithstanding that the Owners Association may have a direct cause of action against any Occupier the primary responsibility for enforcing these obligations under this Jointly Owned Property Declaration or Community Rules will be the responsibility of the Owner in the case of a breach by their Occupier in relation to any requirement pertaining to the use of that Owner's Unit.
- d. In the case of any Occupiers breach of this Jointly Owned Property Declaration or Community Rules relating to the use of Common Areas or other regulations not pertaining to the Unit then the obligation for enforcing these obligations shall be on the Owners Association provided the Unit Owner shall render all due assistance to the Owners Association to facilitate such enforcement.
- e. Owners will indemnify the Owners Association against any costs, claims, liabilities or losses sustained due to any breach of the Building Management Statement, the Community Rules or the Jointly Owned Property Declaration by the Owners and Occupiers (where such terms apply to Occupiers) or the need by the owners Association to enforce the Building Management Statement, the community rules or the Jointly Owned Property Declaration unless the Breach relates solely to damage which is one of the insured Risks and the Owners or Occupiers has not done anything to invalidate the Insurance Policy.
- f. In certain circumstances the Unit Owners comprising a Use or a Stage will indemnify the Owners Association and unit Owners comprising the other Uses or Stages. The details are set down in the Building Management Statement and bind the Owners Association and Unit Owners.

13.4 Contact details of Owners and Occupiers

- a. Owners must ensure that the Association manager has at all times the following up to date details of Owners and Occupiers occupying under the tenancy contract:
 - Contact telephone, mobile and fax numbers;
 - Email details; and
 - Postal and physical addresses.
- b. Owners (and in particular non resident owners) must also provide the details above for a contact person in the United Arab Emirates authorized to accept correspondence on behalf of the Owners and deal with emergencies.
- c. Where the Occupier is a company, memorandum and articles must be produced and the details in Clause 13.4 (a) for the Manager must be provided.

13.5 Obligation to maintain Units, Boundary Walls and other Easements

- a. An Owners must at its own expense:
 - Maintain, repair, lean, redecorate and keep the whole of its Unit in good and substantial repair, working order and condition (including all doors, windows, machinery, Plant, equipment such as fan coil units, fixtures and fittings such as ducting which may be installed in the Unit) to a high standard at all times. For the avoidance of doubt, plant, equipment, fixtures and fittings such as ducting that serves other Units will be Common Areas and accordingly under the jurisdiction and responsibility of the Owners Association; and
 - cause the Unit to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish;
- b. Where there are any Boundary Walls, the Owners party to the Boundary Wall (including the Owners Association in such context) own the same to the centreline of the Boundary Wall. Where a Boundary Wall abuts a Common Area then ownership by the Owner shall be to the centreline of the Boundary Wall with the remainder under the jurisdiction and responsibility of the Owners Association.
- c. Parties to a Boundary Wall or other Easement shall have all necessary rights of use and support and must complete all minor repairs and maintenance to any part of the Boundary Wall or Easement under their control or possession. The Owners Association will undertake with its contractors any major repairs or replacement to the Boundary Wall or Easement provided where the costs of the same are not covered under the Insurance Policy the Owners who share the Boundary Wall or other Easement will contribute as between them a fair proportion of the costs of repairs and maintenance having regard to the benefit they receive respectively from the Easement.

13.6 Preservation of Fire, safety and civil defence

- a. Owners and Occupiers must not do anything on their unit or the common areas that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in their Unit or the Common Areas.
- b. Owners and Occupiers will comply with all fire safety and civil defence procedures set down by the Board and Relevant Authorities from time to time.

13.7 Security, health and safety

- a. Owners and Occupiers must use all reasonable endeavours to keep their Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when their Unit is not occupied.
- b. Owners and Occupiers must comply strictly with all security, health and safety directions as prescribed from time to time by the Board and all other Relevant Authorities.

13.8 Preservation of hazards

Owners and Occupiers must not do anything in their Unit that is likely to create a hazard or danger to any other Owner or Occupier. The rules and regulations of the Relevant Authorities as to what creates a hazard or danger will be prima facie proof of the hazard or danger.

13.9 Compliance with the Applicable Laws

Owners and Occupiers must not use or occupy their Unit or use the Common Areas for any purpose that is prohibited by the Applicable Laws and must fully comply with all Applicable Laws relating to the use and occupation of their Unit and the Common Areas.

13.10 Obligations in relation to Insurance

- a. The Owners Association shall make available to Owners and Occupiers the terms of the Insurance Policy. Owners and Occupiers must ensure that they comply with the terms of the Insurance Policy and will indemnify the Owners Association for any loss or liability including increased premiums due to their failure to meet the requirements of the Insurance Policy.
- b. The Owners Association shall use all reasonable endeavours to ensure that the Insurance Policy is comprehensive, covers all the usual risks, meets the requirements set out in the Association Constitution and indemnifies Owners against the Insured Risks in the event of the relevant Owners' negligence or any breach or negligence on the part of another Owner or Occupier.
- c. Where any Owner or Occupier uses a Unit for a particular purpose and this use gives rise to an increase in the premium payable by the Owners Association for the insurance then this Owner or those Owners responsible for such an increase shall meet the cost of the additional premium.

13.11 High Standards and Compliance

- a. The Master Community Declaration, the Rules and Regulations, Building Management Statement, this Jointly Owned Property Declaration and the Community Rules form an integral part of Al Badia Residences and are for the mutual benefit of all Owners, Occupiers and the Owners Association. All Owners, Occupiers and the Owners Association will comply with all of their obligations set out herein and without notification.
- b. Compliance with and performance of obligations set out in the Master Community Declaration, Rules and Regulations, Building Management Statement, Jointly Owned Property Declaration and Community Rules by the Owners Association, Owners and Occupiers shall be to a high standard and consistent with the standards of performance and behaviour that would be expected of a high quality residential development.
- c. Owners and Occupiers acknowledge and agree that they will follow the lawful directions of Board members, the Association Manager and other Authorised Entities in order that such high standards are attained and uniform throughout Al Badia Residences.
- d. Owners will take all steps warranted in the circumstances to ensure their Occupiers meet their obligations to a high standard and agree to abide with the lawful directions of the Board members, association manager and other Authorized Entities.

- e. Owners and Occupiers will not obstruct, impede, interfere, or undermine the provision of the Association Managers goods and services or any goods or services provided by any Authorised Entity or contractor retained by the Owners Association or any Utility Service provider and their contractors.

13.12 **Easements In favour of the Master Developer, Owners Association and Utility Service providers**

- a. Each Owner grants to the Owners Association and the Master Developer (and those claiming through them such as Utility Service providers) the right for the free and uninterrupted supply of Utility Services and other goods and services to, from or through the entire or part of Al Badia Residences and each other's Unit (or any Common Areas within the Unit) and over and along the Utility Services infrastructure in each Unit.
- b. Each Owner grants to the Master Developer (and those claiming through it) the right to install, construct, re-route and/or replace any Utility Services infrastructure located within any part of Al Badia Residences, the Units or the Common Areas serving any part of Al Badia Residences or the DFC Master Community generally for the free and uninterrupted supply of Utility Services and other goods and services to, from or through the entire or part of Al Badia Residences, each Unit or the Common Areas and over and along the Utility Services infrastructure in the entire or part of Al Badia Residences, each Unit and the Common Areas.
- c. Each Owner grants access to its Unit to the Owners Association, Master Developer and those claiming through them (upon giving reasonable notice in writing save in the case of emergency) with or without contractors, and with or without equipment, materials and supplies for the installation and maintenance and repair when reasonably required of Utility Services infrastructure, Common Areas or other infrastructure. The Owners Association and Master Developer must ensure that as little damage and inconvenience as is reasonably practicable is caused and must immediately repair to the grantor's reasonable satisfaction any damage caused to the Unit or Common Areas through the exercise of such rights.
- d. Each Owner and the Owners Association grant access to the entire or part of Al Badia Residences and the Common Areas to the Master Developer and those claiming through it (upon giving reasonable notice in writing to the Owners Association or Association Manager save in the case of emergency) with or without contractors, and with or without equipment, materials and supplies for the installation and maintenance and repair when reasonably required of Utility Services infrastructure or other infrastructure.
- e. The Master Developer pursuant to the Master Community Declaration has reserved to it all easements over, through, below or in relation to Al Badia Residences necessary for the proper management, administration, repairs and maintenance of the DFC Master Community and the Owners Association shall not, nor shall any Owner or Occupier obstruct the Master Developer or its agents in performing their duties under the Master Community Declaration.
- f. Owners of Townhouse Units 4-1, 4-2, 4-3, 4-4, 5-1, 5-2, 5-3, 5-4, 6-1, 6-2, 6-3, 6-4, 7-1, 7-2, 7-3, 7-4, 12-1, 12-2, 12-3, 12-4, 13-1 & 2, 13-3, 13-4, 14-1, 14-2, 14-3, 14-4, 15-1, 15-2, 15-3, 15-4, 16-1, 16-2, 16-3, 16-4, 17-1, 17-2, 17-3, 17-4, 18-1, 18-2, 18-3, 18-4, 19-1, 19-2, 19-3, 19-4, 20-1, 20-2, 20-3 and 20-4 grant access to the Owners Association and those claiming through it (upon giving reasonable notice in writing save in the case of emergency) with or without contractors, and with or without equipment, materials and supplies for the purposes for installation, maintenance and repair when reasonably required of Utility Services infrastructure, metering equipment and/or other Common Areas, which are located in or on the Townhouse Units numbered as mentioned in this Clause 13.12 (d). The Owners Association must ensure that as little damage and inconvenience as is reasonably practicable is caused and must immediately repair to the grantor's reasonable satisfaction any damage caused to the

Townhouse Units listed in this Clause 13.12 (d) or the Common Areas through the exercise of such rights.

- g. Owners of Townhouse Units 9-1, 9-2 and 9-3 grant access to the Owners Association and those claiming through it (upon giving reasonable notice in writing save in the case of emergency) with or without contractors, and with or without equipment, materials and supplies for the purposes for the installation, maintenance and repair when reasonably required of Utility Services infrastructure, metering equipment and/or other Common Areas, which are located in the Common Basement and in or on the Townhouse Units 9-1, 9-2 and 9-3. The Owners Association must ensure that as little damage and inconvenience as is reasonably practicable is caused and must immediately repair to the grantor's reasonable satisfaction any damage caused to the Townhouse Units listed in this Clause 13.12(e) or the Common Areas through the exercise of such rights.

13.13 Owners Obligations in relation to Utility Services and other Services

- a. Owners shall be responsible for the payment of all water, electricity, air conditioning, chilled water, gas, telecommunications, internet connections and other Utility Service connections, deposits, disconnection and consumption charges, costs of replacing meters as well as any property or local authority taxes levied on their Unit by all Utility Service providers, other service providers, Master Developer or Relevant Authority from time to time where the same are separately metered or levied.
- b. In the event that Utility Services or other goods or services are provided to an Owner directly by the Owners Association such amounts shall be payable by the Owner as part of the Service Charges and the Owner shall settle such charges promptly when requested to do so.
- c. In the event that Utility Services or other goods or services are provided to an Owner by the Master Developer, unless otherwise requested by the Master Developer, such amounts shall be collected by the Owners Association (on behalf of the Master Developer) and payable by the Owner as part of the Service Charges and the Owner shall settle such charges promptly when requested to do so.

13.14 Master Developer's Approval of service Providers

Pest control, security and landscaping services in relation to the Common Areas may only be undertaken by the service providers specified by the Master Developer or the Master Developer's contractors at the Owners Association's cost.

14. Reserved Rights

14.1 In addition to any under rights pursuant to this Jointly Owned Property Declaration, the DFC Master Community Declaration and the Applicable Law, the following rights are expressly excepted and reserved to the Master Developer and the Owners Association as appropriate and in accordance with the terms of this Jointly Owned Property Declaration and the DFC Master Community Declaration for the benefit of Al Badia Residences and the DFC Master Community generally:

- a. the right at all reasonable times and on notice (except in an emergency when notice will not be required) to enter into and upon Units and Common Areas located in Al Badia Residences and carry out any works for the purposes of:

- i. inspecting, cleaning, maintaining, repairing and renewing any of the Common Areas, including any Utility Services infrastructure and where the Owner is in breach of its obligations under Item 13.5, inspecting, cleaning, maintaining, repairing and renewing the Unit, provided any costs relating thereto shall be met by the Owner;
 - ii. installing, constructing, re-routing and/or replacing any Utility Services infrastructure located within Units and Common Areas serving any part of Al Badia Residences or the DFC Master Community generally;
 - iii. any other purpose as provided in this Jointly Owned Property Declaration or the DFC Master Community Declaration;
- b. the right to the free and uninterrupted passage and running of Utility Services from and to all parts of Al Badia Residences and the Master Community generally through and along the Utility Services infrastructure which are now or may be situated in, on or under Al Badia Residences;
 - c. the right to use and to connect into any Utility Services infrastructure which are now or may be situated in, on or under Al Badia Residences.
 - d. as provided in Item 5 of this Jointly Owned Property Declaration, the right at any time to erect any buildings upon Al Badia Residences or the DFC Master Community through Future Development generally and to alter, add to or rebuild any of the buildings erected or to be erected upon Al Badia Residences generally in such manner as the Master Developer may determine in their absolute discretion
 - e. the right to erect scaffolding within Al Badia Residences and attach it to any part of any building located therein in connection with any of the Reserved Rights;
 - f. the right to attach any structure, fixture or fitting to any building located within Al Badia Residences in connection with any of the Reserved Rights;
- g. the right to install, erect, place and display, any advertising, marketing and promotional material of any kind whatsoever, whether temporary or permanent, on the facade of, or within, the Common Areas of Al Badia Residences as determined by the Owners Association and the Master Developer in their absolute discretion from time to time.
 - h. the right to install, erect and place any fixtures, fittings and equipments for the purpose of receiving and transmitting any information and communication technology services whatsoever, whether temporary or permanent , on the façade of any building located within Al Badia Residences including Common Areas as determined by the Owners Association or the Master Developer in its absolute discretion, including any aerials, satellite dishes, masts, pylons, towers, substations and the like.
 - i. all rights in respect of the airspace above the Al Badia Residences.
 - j. All rights in respect of light, air, support and protection to the extent that those rights are capable of being enjoyed at any time; and
 - k. the right to re-route any means of access to or egress from or to the Al Badia Residences and to change the areas over which the Purchaser's rights are exercised and to grant any easements and/or rights over the Common Areas in favour of the Master Developer and/or other owner and occupiers within the DFC Master Community.

14.2 The Reserved Rights may be exercised notwithstanding such exercise may result in:

- a. a reduction in the flow of light and/or air to Units and/or Common Areas; and/or
- b. a loss of any amenity of Units and/or Common Areas.

14.3 The Reserved Rights may be exercised by the Master Developer, the Association Manager and the Owners Association or any person or entity authorised in writing by them.

14.4 Owners and the Owners Association will allow any person or entity entitled to exercise the Reserved Rights to do so with its workers, contractors, agents and professional advisers.

14.5 All Owners and the Owners Association grant to the Master Developer, the Association Manager and the Owners Association (as the case may be) such rights, easements or the like as may be necessary to give effect to the Reserved Rights as determined necessary by the Master Developer, the Association Manager and the Owners Association (as the case may be). If required by the Master Developer or the Owners Association (as the case may be), the Owners must procure the Owners Association grant to the Master Developer and/or the Owners Association (or their nominees) a licence or lease with respect to the designated areas of the Common Areas required to give effect to the Reserved Rights in the form required by the Master Developer and/or the Owners Association.

14.6 No fees will be payable by the Master Developer, the the Association Manager and the Owners Association (as the case may be) in respect of the Reserved Rights. The Master Developer, the Association Manager and the Owners Association will be solely and exclusively entitled to all revenue or profit received by the Master Developer, Manager and the Owners Association (as the case may be) from or associated with the exercising the Reserved Rights and the Master Developer, the Association Manager and the Owners Association (as the case may be) has no obligation whatsoever to account to the Owners for any revenue or profit received by the Association Manager and/or the Owners Association.

14.7 In exercising the Reserved Rights, the Master Developer, the Association Manager and the Owners Association (as the case may be) must take all reasonable care to ensure that the least amount of inconvenience is caused to the Owners and Occupiers of the Al Badia Residences and the DFC Master Community generally and will rectify all damage caused by the installation, erection, placement and display of any item, and will make good any damage caused by the removal thereof.