

# **UPTOWN MotorCity**

## **MASTER COMMUNITY DECLARATION**

**Declared on the 1<sup>st</sup> April of 2009**

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## **1. PRELIMINARY**

### **1.1 Preamble**

Whereas the Master Developer is developing the land shown on the Master Plan into a mixed use real estate Master Community for residential, commercial, retail and leisure purposes and such Master Community is subject to a Title Ownership and Management Scheme briefly described as follows: -

- (a) the Master Community comprises (1) Single Ownership Plots and Multi-Owned Buildings; (2) Common Use Facilities; and (3) Commercial Facilities;
- (b) Single Ownership Plots each comprise a Plot that is registered as a single title and not divided into Units;
- (c) Multi-Owned Buildings each comprise (1) a number of individual Units; and (2) their own common property occupying a Plot;
- (d) the Owners of Units located in a Multi-Owned Building collectively own the common property attaching to the Multi-Owned Building and it is the intention that each Multi-Owned Building shall be managed, administered, maintained and controlled by an Association of which the Owners within that Multi-Owned Building shall be members; and
- (e) the Common Use Facilities and Commercial Facilities of the Master Community are owned by the Master Developer.

Now therefore, by this Declaration the Master Developer imposes upon itself, all Owners and Associations a mutually beneficial scheme for the management, administration, maintenance and control of the Master Community.

### **1.2 General purpose of this Declaration**

The Master Developer and Association is committed to ensuring that appropriate mechanisms are put into place to ensure that the high standards of maintenance and use of the Master Community are preserved for the mutual benefit of all current and future Owners. Therefore, as owner of the Common Use Facilities, the Master Developer on behalf of the Association hereby agrees to undertake the following obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts:

- (a) to provide for the proper and mutually beneficial management, administration and control of all aspects of common interest to each Owner, including the Common Use Facilities;
- (b) to establish a fund for the Expenses of the Common Use Facilities and for the proper performance of the Master Developer's responsibilities hereunder, including a provision for future expenses;
- (c) to determine and collect Master Community Service Charges for the purposes of the fund referred to in Clause (b) from all property Owners;
- (d) to enforce Owners' obligations and Associations' obligations in terms of this Declaration, and any Rules created in terms hereof;

- (e) to maintain and insure all Common Use Facilities according to the standards envisaged by the Master Developer, and where necessary, to Repair and replace such Common Use Facilities;
- (f) in general:
  - (i) to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community;
  - (ii) to promote and encourage Owners and Associations to maintain at all times the external appearances of their properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their properties are both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where deemed necessary in the opinion of the Master Developer;
  - (iii) to protect and promote the interests of the Owners and the Associations as far as the Master Community is concerned.
- (g) to administer the issuance of the Declarations of Adherence and Clearance Certificates referred to in Clause 4.3;
- (h) to administer the use of the Common Use Facilities;
- (i) to create from time to time further suitable Rules for the operation, administration, management, maintenance and control of the Master Community, including such rules of conduct, retail and commercial rules, health and safety rules and any other rules as the Master Developer may deem necessary to give effect to the general purpose of this Declaration.

The Master Developer shall also have the power to perform such acts as are necessary and reasonably required to accomplish the fulfillment of the foregoing obligations including, but not restricted to, powers specifically contained in this Declaration, the power to amend any of the provisions of this Declaration, the power to vary any of the services listed in the provisions of this Declaration and the right to provide services in addition to those services listed in this Declaration.

### 1.3 **Binding Intent**

This Declaration shall be binding and shall inure for the benefit of the Master Developer, Associations, all Owners from time to time. Every Property is sold, owned, occupied, leased and used, subject to the terms of this Declaration and this Declaration shall be registered as a restriction against the title of all Properties maintained by the Lands Department. Even if this is not possible, every Owner of a Property and Association agrees, declares and undertakes for the benefit of the Master Developer, Associations and all other Owners that this Declaration has the form of a restriction in perpetuity on the Properties and is equally binding in relation to each.

### 1.4 **Definitions**

In this Declaration and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

**Accounting Date** means 31<sup>st</sup> December or such other date as Master Developer may nominate from time to time.

<b>Alienate</b> means	to alienate any Property and includes alienation by way of sale, transfer, exchange, grant, deed, succession, assignment, court order, insolvency or liquidation, and “ <b>Alienation</b> ” shall have a corresponding meaning.
<b>Association</b> means	a co-owners’ association formed pursuant to Law No. 27 of 2007 Concerning Ownership of Jointly Owned Properties in the Emirate of Dubai and bound by the provisions of its constitution.
<b>Budget</b> means	a budget or budgets prepared by the Master Developer in accordance with Clause 3.1.
<b>Clearance Certificate</b> means	a clearance certificate to be obtained by an Owner from the Master Developer as a pre-condition to any Alienation in the terms referred to in Clause 4.3.
<b>Commercial Facilities</b> means	those facilities and amenities located within the Master Community that will not form part of the Common Use Facilities, but are owned by the Master Developer as more fully described in Clause 5.4.
<b>Common Use Facilities</b> means	<p>all those facilities that are from time to time notified by the Master Developer as being areas under the operation, maintenance, management, administration and control of the Master Developer for the benefit of all Owners in the Master Community, including, but not limited to:</p> <p>all open areas, facilities, roads, lakes, pedestrian walkways, pavements, parking facilities within the Common Use Facilities, gardens, utility and administrative buildings, power transformers, power lines, water storage facilities, firefighting facilities, emergency services facilities, infrastructure, improvements and other common assets of the Master Community that are intended for use by all Owners and that do not form part of the title of any Single Ownership Plot, Multi-Owned Building, Unit or Commercial Facility, but are the residuary lands and buildings owned by the Master Developer.</p>
<b>Declaration</b> means	this document with the Schedules attached thereto as may be amended from time to time.
<b>Declaration of Adherence</b> means	a declaration of adherence to be executed by a proposed new Owner as referred to in Clause 4.3 and in the form attached hereto as Schedule B.
<b>District Cooling Plant</b> means	Emicool, the district cooling plant referred to in Clause (b).
<b>Dubailand LLC</b> means	the developer of Dubailand, in which the Master Community is situated.

<b>Expenses</b> means	the expenses incurred by the Master Developer or its affiliates in connection with the management, administration, maintenance, service provision and control of the Master Community, Dubailand and Motor City.
<b>Financial Year</b> means	a calendar year ending on an Accounting Date.
<b>Improvements</b> mean	any alterations, additions or decorations in respect of a Property proposed to be made by any Owner pursuant to Clause 4.11.
<b>Intellectual Property</b> means	the Logo together with all other trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials which are owned by the Master Developer related to the Master Community, or by other associated parties directly or indirectly associated with the Master Community, whether or not registered or capable of registration.
<b>Lands Department</b> means	the Lands and Properties Department of the Government of Dubai.
<b>Life Cycle Fund</b> means	the sinking fund referred to in Clause (viii).
<b>Logo</b> means	the parent logo of the Master Community and its various derivatives, as may be published or re-issued from time to time.
<b>Managing Agent</b> means	any person or body appointed by the Master Developer as an independent contractor, or as an employee, to undertake any of the functions of the Master Developer.
<b>Master Community</b> means	the entire Master Community known as UPTOWN MotorCity developed or to be developed on a portion of the land comprising Plots No. 11 (674-299) and No 8 (674-295), MotorCity, Dubailand, Dubai, which is to be divided into Plots, Common Use Facilities and Commercial Facilities generally in accordance with the Master Plan or any amendment thereof and includes all reductions and extensions of the Master Community from time to time.
<b>Master Community Service Charge</b>	means the charge levied by the Master Developer upon an Owner representing the Master Developer's reasonable assessment of the Owner's share of the Expenses, allocated in accordance with the Participation Quota
<b>Master Developer</b> means	Union Properties PJSC, a public joint stock company incorporated and existing under the laws of the

	Emirate of Dubai and the Federal Laws of the UAE, whose principal address is DI Park Office, Jebel Ali, Dubai Investments Park, Emirates Road, Dubai, UAE, or its nominees, assigns, successors or successors-in-title.
<b>Master Insurance Policy</b> means	a master policy or several policies together insuring the entire Master Community from time to time as more particularly referred to in Clause 4.10.
<b>Master Plan</b> means	the plan of the Master Community attached hereto, marked Schedule A as it may be amended by the Master Developer from time to time.
<b>MotorCity</b> means	the entire estate community known as MotorCity, located on the Emirates Road between Dubai Sports City and Arabian Ranches. MotorCity is developed over a land of approximately thirty eight million square feet (38,000,000 sq. ft). and is presently divided into five (5) areas, which may be extended or amended by the Master Developer in its sole discretion, from time to time: <ul style="list-style-type: none"> <li>(a) Dubai Autodrome;</li> <li>(b) UPTOWN MotorCity;</li> <li>(c) Green Community MotorCity;</li> <li>(d) Business Park;</li> <li>(e) Formula 1 Theme Park</li> </ul>
<b>Multi-Owned Building</b> means	a building located on a Plot in the Master Community together with any land allocated to that building, that is divided into Units and common property and in respect of which a separate Association is established.
<b>Occupier</b> means	any person occupying or visiting a property owned by an Owner, including such Owner's lessees, tenants, visitors, servants, agents, employees, guests, family members, clients, customers, patients or business associates.
<b>Owner</b> means	the freehold owner of a Property, including an owner whose title registration is pending and including its heirs, successors-in-title and permitted successors and assigns.
<b>Participation Quota</b> means	in relation to a Property, or the Owner of a Property, the percentage of an Owner's contribution towards Master Community Service Charges as determined from time to time by the Master Developer, taking into account the size of the Property and also the prescribed use and position of the Property. <p>The Participation Quota shall determine the proportion in which an Owner shall contribute</p>



	towards the Master Community Service Charges pursuant to this Declaration.
<b>Plot</b> means	the land and buildings constituting a Single Ownership Plot or a Multi-Owned Building.
<b>Property</b> means	a Single Ownership Plot, a Multi-Owned Building or Unit within the Master Community, and " <b>Properties</b> " shall have a corresponding meaning.
<b>Provisional Master Community Service Charges</b> means	in respect of each Financial Year, the sum fixed by the Master Developer as being a reasonable estimate of an Owner's Master Community Service Charge for the relevant Financial Year.
<b>Relevant Authority</b> means	the Government of the United Arab Emirates or the Emirate of Dubai, as the case may be, or any ministry, department, municipality, local authority and service providers approved by the Master Developer, having jurisdiction over the Master Community, including but not limited to, the Dubai Municipality, the Dubai Electricity and Water Authority and the Dubai Roads and Transport Authority.
<b>Repair</b> means	the restoration into serviceable condition of something that, having been in good condition, has fallen into bad condition, or making good damage so as to leave the subject so far as possible as though it had not been damaged, and " <b>Repairing</b> " shall have a corresponding meaning.
<b>Reserve Fund</b> means	the reserve fund referred to in Clause (ix).
<b>Retail Property</b> means	retail property within the Master Community as more fully referred to in Clause 0.
<b>Rules</b> means	the Rules attached hereto at Schedule C and such further rules and regulations as the Master Developer may make from time to time pursuant to Clause 4.4.
<b>Security Deposit</b> means	the security deposit as more particularly described in Clause 3.3.
<b>Single Ownership Plot</b> means	a Plot that is registered as a single title and not divided into Units.
<b>Title Ownership and Management Scheme</b> means	the title ownership and management scheme for the Master Community as more particularly described in Clause 1.1 hereof.
<b>Unit</b> means	a unit or units of property (such as an apartment, office or shop with or without dedicated parking

space) located in a Multi-Owned Building and owned by an Owner.

**Utilities mean**

drainage of soil and water and the supply of water, electricity, gas, chilled water, telecommunications and any other utilities required in connection with a Property.

**1.5 Interpretation**

- (a) The clause headings are for convenience and shall be disregarded in construing this Declaration.
- (b) Unless the context clearly indicates a contrary intention:
  - (i) the singular shall include the plural and vice versa; and
  - (ii) a reference to any one gender shall include the other genders; and
  - (iii) a reference to natural persons includes legal persons and vice versa.
- (c) Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- (d) When any number of days is prescribed in this Declaration, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Friday or Saturday, or proclaimed public sector holiday in the United Arab Emirates, in which event the last day shall be the next succeeding day which is not a Friday or Saturday or proclaimed public sector holiday.
- (e) If any provision of this Declaration is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Declaration.
- (f) If any provision in a definition in this Declaration is a substantive provision conferring rights or imposing obligations on any of the Associations or Owners then, notwithstanding that it is only in the definition clause of this Declaration, effect shall be given to it as if it were a substantive provision in the body of this Declaration.
- (g) All dates and periods shall be determined by reference to the Gregorian calendar.
- (h) The Preliminary and following Schedules to this Declaration are deemed to be incorporated in and form part of this Declaration.

**Schedules:**

Schedule A: Master Plan

Schedule B: Declaration of Adherence

Schedule C: Rules

- (i) This Declaration constitutes the foundational legal document for the Master Community and is superseded only to the extent that it conflicts with any laws of the Emirate of Dubai or the United Arab Emirates.

## 2. DUTIES & OBLIGATIONS OF THE MASTER DEVELOPER

### 2.1 Management Function

- (a) Subject to the payment of the Master Community Service Charges by Owners, the Master Developer shall maintain, Repair, improve, manage and insure the Common Use Facilities in the best interests of the Master Community and its constituent parts. In particular, but without prejudice to the generality of the foregoing, the Master Developer shall:-
- (i) Repair, redecorate, maintain and where necessary renew and improve, clean, landscape, garden and light the Common Use Facilities;
  - (ii) pay for all water, electricity, telephone, gas, refuse collection, chilled water and insurance charges for the Common Use Facilities or any part thereof and all other charges in connection with any other services provided to or incurred in connection with the Common Use Facilities or any part thereof;
  - (iii) pay for any rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Common Use Facilities or any part thereof;
  - (iv) employ such guards, establish, maintain and Repair such comprehensive security systems, maintain such control centres for the protection of persons and property within the Common Use Facilities or any part thereof and install, operate and maintain such communication systems as the Master Developer shall think fit;
  - (v) employ such administrative, professional and managerial staff and other labour, and retain the services of such lawyers, accountants, architects and other professional personnel in connection with the management and maintenance of the Common Use Facilities and for the performance of the Master Developer's obligations hereunder;
  - (vi) procure contracts and agreements in respect of the Common Use Facilities for electricity, gas, fuel, water, chilled water, telephone, cleaning, security, garbage disposal, landscaping, vermin extermination, grounds maintenance and other services or such of them as the Master Developer may deem necessary or desirable;
  - (vii) determine the use of the Common Use Facilities, as the Master Developer may deem necessary or desirable;
  - (viii) make provision for a Life Cycle Fund for such reasonable reserves for future or deferred Repair, maintenance, capital replacements, refurbishment, improvements and upgrade of major items of plant and equipment and external works of the Common Use Facilities or any part thereof, from time to time as the Master Developer shall think fit in accordance with life cycle principles;
  - (ix) make provision for such reasonable reserves for future or deferred repair, maintenance, replacements or improvements of the Common Use Facilities or any part thereof as the Master Developer shall think fit (the "**Reserve Fund**");

- (x) provide all such items of equipment, such services and facilities, and such machinery and stock-in-trade as the Master Developer shall from time to time deem fit to provide for the benefit of the Owners or which are appropriate for the protection of the value and quality of the Common Use Facilities or any part thereof;
  - (xi) insure the Common Use Facilities or parts thereof against such risks and for such sum as the Master Developer shall deem fit;
  - (xii) vary any of the services listed herein and provide such additional services and perform such other works as the Master Developer shall deem appropriate or desirable in the furtherance of the objects of this Declaration and in the interests of the Master Community;
  - (xiii) pay such service charges as may be levied and invoiced by Dubailand LLC or any other Relevant Authority concerned from time to time; and
  - (xiv) pay service charges levied in respect of common facilities comprised within MotorCity, which common facilities may be located outside the boundaries of the Master Community, such as roads and similar facilities.
- (b) Subject to the payment of membership fees or charges, the Master Developer shall have the right to control, operate, manage, maintain and administer the Commercial Facilities.

## 2.2 **Administrative Function**

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

- (a) take such action as may be necessary to enforce payment of monies due to it, including Master Community Service Charges, or compliance of obligations owed to it in whatsoever capacity by the Owners and Associations and each of them;
- (b) ensure that the Title Ownership and Management Scheme is adopted and imposed upon all parts of the Master Community;
- (c) amend the Rules and/or make such further Rules not inconsistent with this Declaration:
  - (i) for the furtherance and promotion of any of the purposes of this Declaration;
  - (ii) as to what constitutes appropriate use of any part of the Common Use Facilities, Plot or Unit;
  - (iii) as to the resolution of disputes;
  - (iv) as to the levying and collection of Master Community Service Charge contributions;
  - (v) for the more effective management of the Common Use Facilities and the administration and good governance of the Master Community generally; and

- (vi) for the proper usage, management, administration, maintenance and control of the Commercial Facilities and other relevant matters pursuant to Clause 5.4.

### 2.3 **Managing Agent**

The Master Developer shall have the power from time to time to appoint in terms of a written contract, a Managing Agent to control, operate, manage, maintain and administer the Master Community and Common Use Facilities or any aspect thereof and exercise such powers and duties as may have been entrusted to the Managing Agent, including the power to collect Master Community Service Charges.

## 3. **MASTER COMMUNITY SERVICE CHARGES**

### 3.1 **Preparation of Budget and Assessment of Master Community Service Charges**

- (a) The Master Developer shall, at least two (2) months prior to the end of each Financial Year, prepare a budget (“**Budget**”) of estimated Expenses for the following Financial Year in respect of the Common Use Facilities and otherwise in performing its obligations hereunder together with all administrative and other expenses relating thereto for which the Master Developer is responsible, and any amount proposed to be held in reserve in respect of future maintenance, Repairs or capital expenditure.
- (b) Expenses shall include but not be limited to:
  - (i) the costs of labour, staff, material, equipment, supplies, third party hire, security, insurance, utilities, statutory rates, taxes and charges and professional fees;
  - (ii) the cost of maintaining and Repairing the roads and footpaths in the Master Community;
  - (iii) the cost of maintaining, cleaning and Repairing the water features in the Master Community;
  - (iv) the cost of operating, maintaining and Repairing the Common Use Facilities in the Master Community;
  - (v) the cost of refuse handling and collection on the Common Use Facilities;
  - (vi) the costs incurred in enforcing the Rules;
  - (vii) the costs incurred in connection with the administration and management of the Master Community and Managing Agent’s fees;
  - (viii) operating and maintaining the Life Cycle Fund;
  - (ix) operating and maintaining the Reserve Fund;
  - (x) service charges levied by Dubailand LLC referred to in Clause (xiii);
  - (xi) service charges levied in respect of the common facilities comprised within MotorCity referred to in Clause (xiv); and

- (xii) any other sum properly incurred by the Master Developer in connection with the Master Community including, but not limited to, the cost of providing any other service which the Master Developer reasonably considers in its own discretion necessary for the purpose of complying with its management and administrative functions in accordance with this Declaration.
- (c) In compiling the Budget:
  - (i) expenses relating to the entire Master Community, for which the Master Developer is responsible, shall be taken into account;
  - (ii) the Master Developer shall be responsible for such Expenses as apportioned to it in terms of the provisions of Clause 5.1;
  - (iii) the balance of the Expenses shall be allocated to Owners according to their Participation Quota;
  - (iv) the costs associated with any property dedicated to and accepted by the Relevant Authority or public utility company shall be excluded from the Budget calculation;
  - (v) liability for payment of the above Master Community Service Charges to the Master Developer shall vest in the individual respective Owners. The authority and function to collect Master Community Service Charges from Owners may be delegated by the Master Developer to Associations;
  - (vi) each Association shall apportion its own expenses to its own members according to the provisions of its constitution or rules.
- (d) The Master Developer shall reserve the right to prepare separate Budgets for the residential, commercial, retail and leisure areas of the Master Community, together with a general Budget for the overall Master Community, in order to properly reflect the different levels of costs that are reasonably required for the proper maintenance, management and administration of each type of use.
- (e) Immediately prior to the commencement of each Financial Year the Master Developer will send a copy of the Budget to each Owner showing the estimated Expenses for the following Financial Year and the Provisional Master Community Service Charges payable by the Owner. The Provisional Master Community Service Charges shall become due and payable by an Owner to the Master Developer quarterly via four post dated cheques in advance upon service of the Budget upon the Owner.
- (f) As soon as possible after each Financial Year, the Master Developer shall prepare and provide to the Owner a statement (the “**Statement**”) showing the actual Expenses for the Financial Year referred to in the Statement duly certified by the Master Developer or its agent and audited by an independent firm of auditors which Statement will be conclusive evidence of all matters of fact referred to in it.
- (g) In the event that an Owner’s share of the Expenses as shown in the Statement for any Financial Year:
  - (i) exceeds the amount paid as a Provisional Master Community Service Charge for that period, the Owner shall pay the excess to the Master Developer on demand; or

- (ii) is less than the amount paid as a Provisional Master Community Service Charge for that period, the Master Developer shall credit the excess to the Owner against the Master Community Service Charges payable by the Owner for the following Financial Year.
- (h) If the Master Developer fails for whatever reason to include in any Financial Year a sum expended or liability incurred during that year, the Master Developer may include the sum or the amount of the liability in an account for any subsequent Financial Year.
- (i) In case of contingency, the Master Developer may from time to time, when necessary, and if the Life Cycle Fund or Reserve Fund is insufficient or otherwise allocated for other purposes levy a special charge upon the Owners in respect of any unforeseen expenses which have not been included in the Budget (the “**Special Levy**”) and such Special Levy may be made payable in one sum or in such installments as the Master Developer may determine in its own discretion.

### 3.2 **Collection of Master Community Service Charges**

- (a) Each Owner, by taking transfer of title, is deemed to covenant and agree to pay the Master Community Service Charges in accordance with this Declaration.
- (b) No Owner shall enjoy the privileges of usage of the Common Use Facilities unless it shall have paid all Master Community Service Charges or other sum (if any) which may be due and payable to the Master Developer in terms of this Declaration.
- (c) Upon taking transfer of a Property from the Master Developer (or such earlier date as agreed upon between an Owner and the Master Developer), an Owner becomes liable for payment of Master Community Service Charges in respect of the unpaid portion of Master Community Service Charges for that Financial Year, excluding arrears. In respect of a subsequent transfer of a Property, an Owner becomes liable for payment of all Master Community Service Charges due in respect of such Property, including arrears.
- (d) If an Owner fails to pay its Master Community Service Charges in full to the Master Developer on the due date, the Master Developer may place a charge on the Owner’s title and enforce payment of the Master Community Service Charge as a secured debt or otherwise institute an action for the recovery thereof in any competent court.
- (e) Where any Property is owned or leased 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 any obligation to the Master Developer.
- (f) An Owner shall be liable for all legal costs, including lawyers’ fees, collection commission, expenses and other charges incurred by the Master Developer in obtaining the recovery of Master Community Service Charge arrears or any other arrear amounts due to it, or enforcing compliance with this Declaration or any schedule thereto.
- (g) The Master Developer shall be entitled to charge a penalty for late payment on any arrear amounts at such a rate as the Master Developer may from time to time determine. Penalties calculated at the determined rate are recoverable from the date on which the amount is due and payable to the date of payment.
- (h) For the avoidance of doubt, Master Community Service Charges payable to the Master Developer are in addition to any service charges, fees or costs payable to

Associations in respect of the management and maintenance of the common property in the Multi-Owned Buildings and any taxes, charges or costs levied by any other Relevant Authority from time to time and any membership fees or costs payable in respect of the Commercial Facilities, as applicable.

- (i) the Master Developer may withhold consent to the Alienation of a Property to third parties, unless all the service charges due and/or other charges or penalties may be payable to the Master Developer from time to time have been paid.

### **3.3 Security Deposit**

Before transfer of ownership of a Property to an Owner, that Owner shall lodge with the Master Developer a security deposit ("**Security Deposit**") in an amount as determined by the Master Developer as security for the Owner's obligations to pay Master Community Service Charges pursuant to this Declaration. The Security Deposit will be held by the Master Developer, as a continuing covering security and the Master Developer may apply the Security Deposit in whole or in part towards payment obligations pursuant to this Declaration. If the whole or any portion of the Security Deposit is so applied the Master Developer shall notify the Owner in writing and the Owner shall immediately reinstate the Security Deposit to the original amount. The Owner shall not be entitled to set off any Master Community Service Charges or other amount payable by the Owner against the Security Deposit. The Security Deposit, or balance thereof, shall be returned to the Owner upon its lawful disposition of the Property.

## **4. OWNER'S RIGHTS AND OBLIGATIONS**

### **4.1 General**

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

### **4.2 Easements**

- (a) Although it is intended that Owners and Occupiers will have the right of access and enjoyment, to the fullest extent possible of the roads, pathways, and facilities that comprise the Common Use Facilities, every Owner acknowledges that access to some areas may not be safe, appropriate or may be restricted for commercial or practical reasons and during public events, as determined by the Master Developer from time to time. The Master Developer shall at all times reserve the right:



- (i) to restrict or prohibit access to certain areas within the Common Use Facilities;
  - (ii) to provide Rules from time to time at the Master Developer's sole discretion for, the use of the Common Use Facilities and such other rules as are necessary to ensure safe and orderly passage through the Common Use Facilities and every Owner agrees to be bound by such Rules and procure that its Occupiers are aware of and comply with them.
- (b) The Master Developer and appointees, affiliates, assigns, successors or successors-in-title shall have the following easements in relation to a Property:
  - (i) full right of access to every Property and upon reasonable notice (save in the case of emergency) at any time as reasonably necessary for the purpose of constructing, removing, altering, maintaining, Repairing any of the Common Use Facilities;
  - (ii) free and uninterrupted passage for all Utilities to be conveyed across a Property in order to supply and operate the Common Use Facilities or as otherwise deemed necessary by the Master Developer now or in the future;
  - (iii) at all times observe and comply with the abovementioned easements and every Property shall be held, conveyed, leased, occupied, operated and used, subject at all times to such easements, each of which are for, and shall inure to, the benefit or burden of and shall pass with each and every part of the Property and shall apply to and bind the legal heirs, successors-in-title and permitted successors or assigns of an Owner, and shall constitute covenants running with the Property;
  - (iv) except in respect of those areas identified by the Master Developer from time to time, every Owner of a Property in the Master Community shall have the right and non-exclusive easement of use, access and enjoyment in and to the Common Use Facilities, subject to payment of the Master Community Service Charge and other service charges and compliance with provisions of this Declaration. In particular, but without prejudice to the generality of the foregoing, the following rights and obligations are granted or imposed:
    - A. full right and liberty for the all Owners and Occupiers and all persons authorized by them at all times by day or by night to go, pass and repass over and along the roads and pathways contained within the Common Use Facilities;
    - B. if the entrances, driveways, parking areas and/or private access ways or any Property are shared, reciprocal appurtenant easements of right of way shall be created for the benefit of an Owner and its Occupiers and all Owners and Occupiers of the appurtenant Property and each of the aforesaid parties shall have the right at all times by day or by night to go, pass and repass on, over through and along such entrances, driveways, parking areas and/or 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 Master Developer or Owner responsible for such entrance, driveway, parking area and/or private access ways from time to time and no compensation for the right of use shall be promised or payable;

- (v) free and uninterrupted passage for all Utilities and infrastructure, including storm water of any Property in the Master Community to be conveyed across the Properties and installations such as mini substations, and service pillars to be installed thereon if deemed necessary by the Master Developer or any Relevant Authority and in such manner and position as may from time to time be reasonably required. The Master Developer, its appointees, affiliates, nominees, assigns, successors or successors-in-title shall have the right of access to every Property in the Master Community at any reasonable time for the purpose of constructing, altering, rectifying, removing or inspecting any works in connection with the above;
- (vi) each Owner shall have the obligation and responsibility to maintain its Property and any entrance, driveway and parking areas including private access ways which it owns in good order and Repair, in conformation with all covenants, conditions and restrictions affecting the Property and their Property and any Relevant Authority regulations; and
- (vii) every Property in the Master Community shall be held, conveyed, leased, occupied, operated and used, subject to such easements or restrictions as imposed by any Relevant Authority, each and all of which are for, and shall inure to, the benefit or burden of and shall pass with each and every part of the Property and shall apply to and bind the every Owner, its successors in title and permitted successors or assigns and each of which shall constitute covenants running with the land between the respective Owners of appurtenant Property. Each of the easements or restrictions reserved or granted herein shall exist in perpetuity and shall be appurtenant to the Property and each of the Properties having a boundary line adjacent to the easements or restrictions.

#### 4.3 Alienation

- (a) Every Owner upon Alienation of its Property shall make known to its successor the contents of this Declaration and bind him as if he were a contracting party by requiring him to sign a Declaration of Adherence substantially in the form attached hereto marked Schedule B.
- (b) An Owner shall not be entitled to Alienate a Property or any interest therein without delivering the Declaration of Adherence to the Master Developer and obtaining a Clearance Certificate from the Master Developer to the effect that the provisions of this Declaration, including provisions relating to the payment of Master Community Service Charges, have been complied with. Until compliance with the aforesaid formalities by the relevant Owner it will continue to be jointly and severally liable with its successor for the due performance of this Declaration even though its ownership in any Property has been transferred to another person.
- (c) In the event that the Owner is a company:
  - (i) the alienation by a shareholder of any of its shares in the Owner, the change in corporate structure of the Owner and any investment transaction or joint venture arrangement related to the shareholding or corporate structure of the Owner shall be deemed to be an alienation of the Property;
  - (ii) the Owner shall submit a copy of its company trade license or certificate from the company registrar that the company is registered, and a company registration certificate reflecting its current shareholding annually to the

Master Developer within four weeks from date of submission to/issue by the Relevant Authorities;

- (iii) prior to any change of shareholding the Owner shall forthwith deliver a notice, duly signed by all the directors, to the Master Developer informing him of the anticipated change of shareholding and obtain a Clearance Certificate; and
  - (iv) if required by the Master Developer at any time the Owner shall, forthwith upon reasonable notice, provide copies of its corporate records to the Master Developer as necessary to confirm the Owner's shareholding for the purposes of this Clause.
- (d) The authority and function to issue Clearance Certificates may be delegated by the Master Developer to Associations.

#### **4.4 Rules**

In order to protect the interests of every Owner and to ensure the maintenance and promotion of harmony in the physical, social and business environment of the Master Community, and with a view to maintaining minimum standards of quality and facilities management, every Owner and Association shall comply with the Rules as they may be amended and new Rules issued by the Master Developer from time to time.

#### **4.5 Public Space Advertising and Signage**

The Master shall have the exclusive right:

- (a) to control and prescribe rules for all public space advertising, and all promotional signage, hoarding, and all other forms of signage whatsoever within the Master Community;
- (b) to erect and display public space advertising and signage generally within the Common Use Facilities; and
- (c) to retain the revenues generated from public space advertising and signage for the exclusive benefit of the Master Developer and the Master Developer shall not in any way be obliged to apply the revenues towards the costs incurred by the Master Developer in undertaking its obligations pursuant to the management, administration and control of the Master Community.

#### **4.6 Public Events**

- (a) No public events may be held in any public part of the Master Community without the prior written consent of the Master Developer. The Master Developer shall have the right to manage and promote all such public events in or upon the Common Use Facilities.
- (b) The Master Developer shall have the exclusive right to retain the revenues generated from public events for the exclusive benefit of the Master Developer and the Master Developer shall not in any way be obliged to apply the revenues towards the costs incurred by the Master Developer in undertaking its obligations pursuant to the management, administration and control of the Master Community.
- (c) The Master Developer shall have the right to hold public events and other activities on the Common Use Facilities and Commercial Facilities of the Master Community

from time to time. Every Owner acknowledges that there is a motor race track within MotorCity and that public racing events and other activities shall take place within MotorCity from time to time and that a theme park shall also be developed within MotorCity. Every Owner acknowledges and understands that these public events, activities, racing events and theme park activities may be noisome, cause inconvenience, constitute a public or private nuisance or disturbance to the use and enjoyment of their Property, parts of the Common Use Facilities and Commercial Facilities and no Owner shall have any claim for inconvenience, public or private nuisance or disturbance or loss or restriction of use of the Common Use Facilities or Commercial Facilities against the Master Developer or its agents and the Master Developer shall use its reasonable endeavours to keep such inconvenience to a minimum.

- (d) The Master Developer shall acting reasonably, in its sole opinion, be entitled to temporarily close any part of the Common Use Facilities or Commercial Facilities or restrict access or use thereof prior to or for the duration of any public event and implement such safety precautions as the Master Developer deems appropriate.

#### **4.7 Intellectual Property**

- (a) The Intellectual Property is the sole and exclusive property of the Master Developer and any goodwill that may develop therein, whether directly or indirectly, as a result of an Owner's use of the Intellectual Property shall enure solely to the benefit of and become the sole property of the Master Developer.
- (b) Every Owner shall not:
  - (i) use any Intellectual Property without the express written authorization of the Master Developer;
  - (ii) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Intellectual Property;
  - (iii) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion; or
  - (iv) use the Intellectual Property or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.
- (c) Notwithstanding anything to the contrary in the clauses set out above, the Master Developer may use the Owner's and/or the Occupier's intellectual property in the course of its promotional, advertising and marketing activities and without payment of any fee, provided such use is solely for bona fide purposes and for the promotion, advertising and marketing within the Master Community.
- (d) Each Owner hereby expressly releases and discharges the Master Developer from any liability or claims for damages whatsoever arising from the Master Developer's use of the Owner's intellectual property in compliance with this Clause.

#### 4.8 **The Logo**

Every Owner agrees that the Logo and all other logos, trade names and trade marks rights owned by the Master Developer, are the sole and exclusive property of the Master Developer, as the case may be, and that any imitation or use of any of these whatsoever, in any shape or form, by the Owner, or any other person, is expressly prohibited. In addition to other rights in law every Owner shall indemnify and hold the Master Developer harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims arising from, or otherwise in connection with the use by the Owner of the Logo without permission.

#### 4.9 **Insurance**

##### 4.9.1 **General Insurance**

- (a) Upon taking possession of a Property, unless otherwise indicated in writing by the Master Developer to an Owner, each Owner shall carry property insurance for the full replacement value of the Property. Each Owner agrees that in the event of damage to or destruction of structures on or comprising its Property or any part thereof, the Owner shall promptly proceed to Repair or to reconstruct in a manner consistent with the original construction or such other plans as are approved by the Master Developer. The Owner shall pay all costs which are not covered by insurance proceeds.
- (b) Notwithstanding the above, but subject to clause 4.10 Associations will maintain comprehensive insurance in an amount equal to the repair or replacement value of the Multi Owned Building in case of its destruction for any reason. The Associations shall be the beneficiary of said insurance. The Association shall procure insurance against liability for damage to property or body injury to Owners and Occupiers in respect of the Multi Owned Building. The insurance premium payable by each Unit Owner shall be covered by the annual services fees paid to the Owners' Association

##### 4.9.2 **Retail Insurance**

The following provisions apply to all Retail Property in the Master Community:

- (a) each Owner and Occupier must obtain and maintain insurance in and for such amounts, on such terms and with such an insurer and that in all ways satisfactory to the Master Developer for the following risks and such other risks as the Master Developer may otherwise determine from time to time:
  - (i) All Risks Insurance to cover the Retail Property and all assets contained therein at replacement value; and
  - (ii) Third Party Liability Insurance for a minimum amount as advised by the Master Developer; and
  - (iii) where the Owner or Occupier distributes or markets foods, consumable or durable products from the Retail Property, Product Liability Insurance to cover third party loss or damage of a personal or financial nature arising from or attributable to the Retail Property or any business carried on therein or any accident occurring in or upon the Retail Property; and
  - (iv) where the Owner or Occupier, or its agents or contactors conduct any work in the Retail Property, Contractor's All Risk Insurance and Workers' Compensation Insurance in compliance with statutory requirement applicable from time to time.

- (b) each Owner or Occupier shall supply copies of such insurance policies and evidence of payment of the premiums to the Master Developer annually. If an Owner or Occupier fails to insure or keep the Retail Property insured as required above, the Master Developer shall be entitled to do so on its behalf and recover the cost from the Owner or Occupier;
- (c) each Owner or Occupier must ensure that nothing is done or omitted to be done which would prejudice or invalidate any insurance cover obtained;
- (d) an Owner shall be entitled to delegate all or any part of its insurance obligations contained in this rule to the tenant or licensee of its Retail Property provided that it shall first notify the Master Developer and shall provide the Master Developer with a copy of the relevant lease or license to occupy if it rents out the Retail Property at any time; and
- (e) all insurance policies obtained by an Owner or Occupier shall include a provision for a waiver of subrogation against the Master Developer.

#### 4.10 **Master Insurance Policy**

- (a) In the event the Master Developer deems it in the best interests of the Master Community to adopt a Master Insurance Policy for the Master Community, then in such event the Master Developer shall arrange for a Master Insurance Policy, which Master Insurance Policy shall consist of, but not be limited to:
  - (i) material damage and third party liability cover in the form of Contractors All Risks Insurance, whilst the Master Community is in the course of construction, to benefit a Property until its hand-over date; and
  - (ii) perpetually on an annually renewable basis, material damage and third party liability cover in the form of Property All Risks Insurance in relation to the Common Use Facilities and all property within the Master Community, as more particularly provided for in the Master Insurance Policy. It shall be the responsibility of each Owner to check the extent of cover provided under the Master Insurance Policy, a copy of which shall be available upon request, and to maintain its own policy of insurance as necessary pursuant to Clause 4.9 or otherwise as notified by the Master Developer to all Owners, Associations and Occupiers.
- (b) In the event a Master Insurance Policy is adopted, each Owner of a Property and/or Association will be required to pay a pro-rata contribution to the Master Developer towards the annual premiums of the Master Insurance Policy and the Master Developer's reasonable costs associated with obtaining, maintaining and administering the Master Insurance Policy.

#### 4.11 **Alterations and Improvements**

- (a) An Owner or an Association shall not undertake any Improvements without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighboring Owners. Notwithstanding any approval granted by the Master Developer, no Improvements may be undertaken until any approval required from the Relevant Authority has been obtained by the Owner.

- (b) If an Owner or Association fails to comply with the provisions of Clause (a) and such failure persists for a period of thirty (30) days after written notice given by the Master Developer, the Master Developer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such Owner or Association.
- (c) An Owner shall not change the use of its Property without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the sole discretion of the Master Developer exercised in the best interests of the Master Community and neighboring Owners.
- (d) If at any time it is proposed to convert a Single Ownership Plot to a Multi-Owned Building, or vice versa, the prior written consent of the Master Developer is required. The Master Developer's consent shall not be unreasonably withheld if the following conditions are met:
  - (i) the plans and specifications for Improvements attendant upon such conversion are acceptable to the Master Developer;
  - (ii) the Title Ownership and Management Scheme is applied. For example, any conversion from a Single Ownership Plot to a Multi-Owned Building shall entail title registration of each Unit therein, the formation of an Association and the adoption of an Association constitution in a form approved in writing by the Master Developer; and
  - (iii) the conversion will not entail a reduction in aggregate Master Community Service Charges allocated to and payable by the Owner(s) of the Plot.

#### **4.12 Utilities, information technology and telecommunications**

- (a) Every Owner shall be responsible for and pay for water, electricity, gas, chilled water, telecommunications and any other Utilities required in connection with its Property.
- (b) Every Owner shall obtain chilled water required for its Property from the District Cooling Plant serving the Master Community and shall enter into an exclusive supply agreement with the said District Cooling Plant.
- (c) To the extent that the Master Developer has specified any other approved suppliers of Utilities for the Master Community, each Owner shall obtain any necessary Utilities for its Property from such suppliers and execute applicable agreements.
- (d) Every Owner shall be required to enter into exclusive information technology and telecommunications agreements with the Master Developer or its nominee(s), or approved service providers, as the case may be, for the exclusive installation and utilisation of the infrastructure and services for the provision of information technology applications and telecommunications connections for its Property, as may be approved by the Master Developer from time to time.

#### **4.13 Dubailand LLC and MotorCity**

- (a) The Master Community is situated within Dubailand and every Owner shall be responsible for and pay service charges levied by Dubailand LLC, which service charges shall be included in the Master Community Service Charges.

- (b) The Master Community is part of MotorCity and any service charges levied on Owners in respect of the common facilities comprised within MotorCity, which common facilities may be situated outside the boundaries of the Master Community, shall be payable by Owners and shall be included in the Master Community Service Charges.

## **5. RELATIONSHIPS WITH MASTER DEVELOPER**

### **5.1 General**

- (a) The Master Developer shall be obliged to pay the following Master Community Service Charges:
  - (i) the Master Community Service Charges attributable to those Plots that have not yet been sold by the Master Developer;
  - (ii) the Master Community Service Charges attributable to those Plots that the Master Developer shall continue to own as an Owner; and
  - (iii) the Master Community Service Charges attributable to the Commercial Facilities that the Master Developer shall own as an Owner.
- (b) The full and proper performance of the Master Developer's obligations hereunder is conditional upon the prompt and full payment of Master Community Service Charges due to it by the Owners. The Master Developer reserves the right to withdraw or to vary the services that it performs hereunder from time to time to ensure as far as is reasonably possible that the Expenses incurred in the provision of services by the Master Developer do not exceed the Master Community Service Charges actually collected by the Master Developer.
- (c) The Master Developer shall not be liable for:
  - (i) any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing hereunder, except to the extent of the Master Developer's own willful misconduct or breach of or default under this Declaration;
  - (ii) any losses or damages which are consequential, punitive, exemplary or statutory, nor any loss of use or loss of value of a Property;
  - (iii) any injury or loss or damage of any description which an Owner or any Occupier may sustain, physically or to its or his property, directly or indirectly in or about the Master Community, Common Use Facilities or Commercial Facilities by reason of any defect in the Common Use Facilities or Commercial Facilities or for any act done or for any neglect on the part of the Master Developer, any of its employees, servants, agents, contractors or Managing Agent.

### **5.2 Development**

The Master Developer shall enjoy unrestricted rights with regard to the development and marketing of the Master Community and, in particular, the right to erect signage within the Master Community, and to perform all activities normally associated with development and building operations.



### **5.3 Extension of the Master Community and Alienation of Common Use Facilities**

- (a) The Master Developer shall be entitled to extend the Master Community by including additional land, without the need for the consent of any Owner or Association, and such additional land shall be incorporated into the Master Community and governed pursuant to the provisions of this Declaration. The Participation Quota of all Owners shall be adjusted, if necessary, on incorporation of the additional land.
- (b) The Master Developer shall be entitled to sell, transfer, exchange, grant or assign its ownership in the Common Use Facilities at any time without the need for the consent of any Owner or Association provided that any third party acquiring an ownership interest in the Common Use Facilities shall be fully bound by the provisions of this Declaration in the place of the Master Developer.
- (c) The Master Developer shall be entitled to sell parts of the Common Use Facilities at any time without the need for the consent of any Owner or Association, and after the sale of such parts of the Common Use Facilities the Participation Quota of all Owners shall, if necessary be adjusted accordingly.

### **5.4 Commercial Facilities**

- (a) In addition to providing the Common Use Facilities, the Master Developer shall reserve the right to provide other facilities and amenities.
- (b) Costs and expenses incurred and revenues derived in relation to the exploitation, control, operation, management and administration of the Commercial Facilities are the sole responsibility, and are for the exclusive benefit of the Master Developer and shall not in any way be applied towards the costs incurred for the operation, management, control and administration of the Common Use Facilities.
- (c) The Master Developer shall be entitled to sell, transfer, exchange, grant or assign its ownership in the Commercial Facilities at any time and the Master Developer need not furnish notice of such sale, transfer, exchange, grant or assignment to any Owner, or any Association.
- (d) The Master Developer shall be entitled to convert the whole or any parts of the Commercial Facilities into Common Use Facilities and vice versa at any time without the need to consult or obtain the consent of any Owner or Association, and after any such conversion the Participation Quota of all Owners shall, if necessary be adjusted accordingly.

### **5.5 Assignment of rights under Declaration**

The Master Developer shall be entitled to assign this Declaration, and its rights and obligations hereunder and all and any of them including, without limiting the generality of the foregoing, the power to collect Master Community Service Charges to third parties by way of a written assignment agreement, provided that any third party to whom this Declaration or any rights and obligations hereunder are assigned, shall be fully bound by the provisions of this Declaration in the place of the Master Developer. The Master Developer need not furnish notice of such assignment or sub-contract to the Owners and all Owners hereby consent to any such assignment.

## **5.6 Amendment and force of Declaration**

- (a) The Master Developer may in its sole discretion add to, amend, substitute, replace or repeal any provision of this Declaration within five (5) years of the date upon which this Declaration comes into force in accordance with the applicable laws at that time.
- (b) This Declaration shall come into force and shall be binding on all Property from the date of this Declaration.
- (c) In the event the Master Developer amends any of the provisions of this Declaration, the Master Developer shall furnish a written notice to every Owner in the Master Community together with a copy of the amended Declaration, from which date the amended Declaration shall be deemed to be amended and binding on the Master Developer and all Owners within the Master Community.
- (d) The Master Developer shall endeavour to procure registration of the amended Declaration as a restriction against the title of all Properties maintained by the Lands Department in the Master Community. Even if this is not possible, every Owner of a Property agrees, declares and undertakes for the benefit of the Master Developer and all other Owners that the amended Declaration has the form of a restriction in perpetuity on the Properties and is equally binding in relation to each and every Owner agrees to be bound by the provisions of the amended Declaration from the date of the Master Developer's written notice referred to in the above clause.

## **6. ADDRESS FOR SERVICE**

- 6.1 The address at which all documents and notices may be delivered to an Owner shall be the address of the Owner's Property.
- 6.2 It shall be competent to give any notice to an Owner by telefax where the Owner has advised the Master Developer in writing of its telefax number.
- 6.3 An Owner may by notice in writing to the Master Developer alter its address for service provided such new address shall be within the United Arab Emirates and shall not be effective until fourteen (14) days after receipt of such notification.
- 6.4 Notice shall be deemed to have been properly served on the date of delivery thereof to the Owner's address or elected telefax number.
- 6.5 Notices or correspondence addressed to the Master Developer shall be served at the Master Developer's physical address DI Park Office, Jebel Ali, Dubai Investments Park, Emirates Road, Dubai, United Arab Emirates, or such other address as notified by the Master Developer in writing from time to time and marked for attention: General Counsel.

## **7. GOVERNING LAW & JURISDICTION**

This Declaration shall be governed by the Laws of the United Arab Emirates and the Laws of Dubai and any legal action or proceeding with respect to this Declaration shall be subject to the non-exclusive jurisdiction of the Courts of Dubai, United Arab Emirates.

**DECLARED** by the Master Developer on this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ acting by its

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

## **Schedule A**

### **Master Plan**

## Schedule B

### Declaration of Adherence

**THIS DECLARATION** is made the \_\_\_\_ day of \_\_\_\_\_ by *Al Gazal Investments Limited*

#### WHEREAS:

- A. I/We propose to take title to the Units listed on the next page in **Newbridge Hill 1** Building with parking bays (refer to the list) located at UPTOWN MotorCity, Dubailand, Dubai.
- B. I/We have read and understood the UPTOWN MotorCity Master Community Declaration (“**Declaration**”) and agree to be bound by its terms.

#### NOW I/WE AGREE AS FOLLOWS:

- 1. Expressions defined in the Declaration shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence.
- 2. I/We hereby undertake to and covenant with the Master Developer, all Owners and Associations to comply with the provisions of and to perform all the obligations in the Declaration in respect of the Property and the ownership thereof so far as they shall become due to be observed and performed on or after the date hereof.
- 3. I/We acknowledge and understand that no Owner shall enjoy the privileges of usage of the Common Use Facilities unless he shall have paid every Service Charge or other sum (if any) which may be due and payable to the Master Developer and/or Association or other Relevant Authority.

Signed: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**Schedule C**  
**UPTOWN MotorCity Rules**

**Rules**

**A. General Conduct Rules**

1. An Owner shall maintain its Property in a neat and tidy condition and in a state of good repair. If an Owner fails to repair or maintain its Property in a state of good repair, and such failure persists for a period of one month after written notice, the Master Developer is entitled in terms of these Rules to remedy the Owner's failure and to recover the reasonable cost of doing so from the Owner.
2. An Owner shall not place or do anything on any part of its Property, including the balconies and patios which, in the discretion of the Master Developer, is aesthetically displeasing or undesirable when viewed from the outside.
3. Nothing shall be done in any Property or Common Use Facilities which is noisome, unsightly, injurious, objectionable, illegal or detrimental, a public or private nuisance or a source of damage or disturbance to any Owner or Occupier in the Master Community.
4. An Owner or Occupier will use the Property for its prescribed use only and the Owners and Occupiers shall ensure that their respective activities, in particular business activities, shall at all times be conducted and carried out with reasonable or diligent care and with due consideration for other Owners and Occupiers in the Master Community.
5. An Owner shall not contravene any law, by-law, Decree or statutory regulations, or the conditions of any licence, relating to or affecting the occupation or use of the Common Use Facilities or its Property.
6. An Owner shall adhere strictly to the terms of easements and restrictions benefiting or burdening the Property.
7. Upon taking possession of a Property, unless otherwise indicated in writing by the Master Developer to an Owner, each Owner shall carry property insurance for the full replacement value of the Property, as applicable and its contents. Each Owner agrees that in the event of damage to or destruction of structures on or comprising its Property or any part thereof, the Owner shall promptly proceed to repair or to reconstruct in a manner consistent with the original construction or such other plans as are approved by the Master Developer. The Owner shall pay all costs which are not covered by insurance proceeds.
8. An Owner and Occupier shall comply with all security procedures and directives implemented and issued from time to time by the Master Developer.
9. An Owner and Occupier shall observe and shall ensure that their visitors and guests observe:
  - (a) any road signs on the Common Use Facilities and not drive their vehicles in any manner which creates a nuisance or is considered by the Master Developer not to be in the interest of safety;
  - (b) that vehicles may be parked only on such areas of the Common Use Facilities as are specifically indicated or approved by the Master Developer for that purpose and in

such a way that the flow of traffic and access to and egress from parking bays is not obstructed. One vehicle may not occupy two parking bays;

- (c) that no trucks, trailers, boats or other heavy vehicles may be parked on the Common Use Facilities without the prior written consent of the Master Developer;
  - (d) that the Master Developer may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the Common Use Facilities in contravention of these Rules;
  - (e) that the parking of vehicles upon the Common Use Facilities is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Master Community or the Master Developer or any of their employees for any loss or damage of whatever nature which the Owner, or any person claiming through or under him, may suffer in consequence of its vehicle having been parked on the Common Use Facilities.
  - (f) Considering the above, these rules mentioned in clause 9 shall be regulated between the Master Developer and the Association for the benefit of the Units' Owners and the Master Community and shall be subject to be amended or replaced by the Master Developer from time to time at its sole discretion. The Master Developer also not obligated to deal directly with Owners in this regard.
- 10. Owners and Occupiers must supervise their children and those of their visitors to ensure that they comply with the Rules.
  - 11. No swimming is allowed in the water features at any time. Waste effluent, weed killers, car cleaning run-off, chemicals and detergents or any other harmful substances, must not be discharged into the water features, any Property, or on to the roads as these will drain into and pollute the water features.
  - 12. No advertisements or publicity material may be displayed on the Common Use Facilities or any Property without the prior written permission of the Master Developer and then only upon the terms and conditions contained in such consent.
  - 13. Neither the Master Community nor the Master Developer shall be liable for any injury or loss or damage of any description which any Owner or Occupier may sustain, physically or to its or their property, directly or indirectly, in or about the Common Use Facilities or in the Property by reason of any defect in the Common Use Facilities, its amenities or in the Property or for any act done or for any neglect on the part of the Master Community or the Master Developer or any of their employees, servants, agents or contractors.
  - 14. The above rules are equally binding upon any and all Occupiers, and Owners shall procure that their Occupiers are aware of and comply with them.

## **B. Retail Rules**

In order to protect the interests of all Owners and to ensure the maintenance and promotion of the retail areas in the Master Community, the Master Developer shall be responsible for creating and enforcing retail rules and regulations (as amended from time to time). The Master Developer is in the process of drafting the retail rules and regulations and once drafted, the Master Developer shall ensure that the retail rules and regulations and all amendments thereto are published for the general information of the Owners. Once published, these retail rules and regulations shall be binding on all Owners and Occupiers in the Master Community and shall be enforced pursuant to the provisions of this Declaration.

The following retail rules and regulations are applicable to all Retail Property in the Master Community and may be amended or expanded on from time to time:

1. Every Owner and Occupier in the Master Community shall, in addition to the general conduct rules provided in Rule A above, comply with these retail rules.

2. **Standard retail business hours**

- 2.1 Every Owner and Occupier shall keep the Retail Property stocked with merchandise appropriate to the permitted use, staffed, illuminated and open for business continuously and uninterrupted during the standard retail business hours as determined and approved by the Master Developer from time to time.

- 2.2 Holy Month of Ramadan: During such hours as the Master Developer may reasonably request, or as otherwise advised by the Master Developer in writing.

- 2.3 Notwithstanding anything hereinafter contained, a Retail Property shall not be or remain open for business at or during any time or times prohibited by law.

3. **List of keyholders**

Every Owner and Occupier must provide the Master Developer with a list of keyholders and their contact details to be contacted in the event of an emergency or incident. Any change in keyholders information, permanently or temporarily must be brought to the Master Developer's attention immediately. In the event of an emergency the Master Developer shall be entitled to enter the Property using the master key provided by an Owner or Occupier's keyholder. Notwithstanding the aforesaid, the Master Developer shall be permitted to seek ingress and access to the Property where the keyholder is otherwise not available in providing entry through the use of the master key, for the purpose of averting an emergency which may result in harm to the remainder of the Master Community or adjacent premises.

4. **Window displays**

- 4.1 Every Owner and Occupier of Retail Property shall ensure that the window displays, if any, in the Retail Property are tastefully and professionally arranged and the Owner or Occupier thereof shall comply with all reasonable requirements made from time to time by the Master Developer in this regard. The Master Developer shall give the Owner or Occupier seven (7) days notice in writing to take the necessary action to remedy a display or window. If the Owner or Occupier fails to remedy the situation within aforesaid period, the Master Developer shall be entitled to enter the Retail Property and remedy the situation at the Owner's or Occupier's sole cost and expenses.

- 4.2 Shop windows where provided must be cleaned daily by the Owner or Occupier out of trading hours and then before 08h00 am each day. Any spillage and drips from shop windows shall be removed immediately.

5. **Obstruction, advertising and usage of the Common Use Facilities**

- 5.1 No Owner or Occupier or any of its invitees, employees or agents shall in any way obstruct or permit the obstruction of any part of the Common Use Facilities. In the event of any breach of this provision, the Master Developer may remove the obstruction without being held liable for any damage or loss occasioned by such removal.

- 5.2 No Owner or Occupier shall erect, place or use outside the Retail Property or on the roof of any Property or Common Use Facility any radio, television or television aerial, antenna or satellite dish or any loudspeakers, screens or similar devices, or equipment nor use or permit



to be used any radio, television or other like media or equipment likely to be heard from outside the Retail Property, or broadcast any audio or video transmission without the prior written consent of the Master Developer.

- 5.3 No Owner or Occupier shall permit its employees, contractors, suppliers and others over whom it may have control to solicit business anywhere within the Common Use Facilities or to distribute pamphlets or other advertising matter on motor vehicles parked within them, without the prior permission of the Master Developer.
- 5.4 No Owner or Occupier shall in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the Common Use Facilities.
- 5.5 No Owner or Occupier shall use any of the escalators, elevators, revelators or stairwells in the Common Use Facilities for the transport of its goods, merchandise, garbage or equipment of any nature whatsoever and transportation of such items through the Common Use Facilities must be by rubber wheeled trolleys.
- 5.6 All Owners or Occupiers are prohibited from trading beyond the boundaries of its Retail Property, provided however, that the Owner or Occupier may be permitted to erect temporary displays in the Common Use Facilities if permitted by the Master Developer.

## **6. Littering and removal of rubbish**

- 6.1 No Owner or Occupier shall throw or permit to be thrown or to be dropped or to fall any articles or substance whatsoever from or out of the Retail Property, and shall not litter any part of the Common Use Facilities, and further shall not place upon any sill ledge or other like part of the Retail Property or the Common Use Facility any article or substance.
- 6.2 No Owner or Occupier shall allow any accumulation of rubbish on the Retail Property and shall ensure at all times that garbage and refuse from the Retail Property is removed to such locations as specified by the Master Developer, and to use only that type of refuse container as required by the Master Developer from time to time. Every Owner or Occupier shall ensure that all kitchen and domestic garbage is sealed in polythene garbage bags before consignment. In the event of default by an Owner or Occupier the Master Developer may remove such garbage at the Owner's or Occupier's cost.
- 6.3 Waste that will be generated from the fit out work carried out by a specialist contractor must be removed by the said contractor and at their cost at the end of each working shift.

## **7. Security of Retail Property**

An Owner or Occupier is responsible for the security of its Retail Property and shall use its best endeavors to protect and keep safe the Retail Property and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened when the Retail Property are not in use or left unoccupied.

## **8. Lost property**

Property found within the Common Use Facilities should be given to a security officer appointed by the Master Developer or directly to the customer service counter established by the Master Developer within the Master Community. The property will be returned to the claimant on proper identification and receipt is obtained from the claimant. If there is no claimant the property will be taken on charge by the security shift in charge. A proper record of all items will be maintained. If any document such as passport, credit card, money etc. is found, it shall be handed over to the police.

9. **Internal maintenance and repair of Retail Property**

Every Owner or Occupier is responsible for the internal maintenance, repair and cleaning of their Retail Property, including their shopfront and fascia signs. At all times Owners and Occupiers must keep their Property in a state of good repair and condition, including cleanliness.

10. **Inflammable materials and gas appliances**

10.1 No naked flames, the storing of inflammable materials or the burning of incense is permitted within the Retail Property or the Common Use Facilities or any part thereof.

10.1 Any Owner or Occupier that has gas appliances must ensure that all their gas appliances, fuels and installation pipeswork are regularly inspected and maintained in a safe condition and that all inspections, tests, repairs or maintenance work on such installation, are carried out by a competent and qualified person. Any leak from a gas appliance or pipeswork must be immediately notified to the Master Developer and the appropriate Relevant Authority.

11. **Fixtures and fittings**

11.1 All blinds, shades, awnings, window ventilators, light luminaries and other similar fittings and fixtures installed by the Owner or Occupier in or upon the Retail Property and visible from outside the Retail Property shall conform strictly to the requirements and standards of the Master Developer.

11.2 All materials and equipment used for the purpose of decorating the Retail Property must be kept within the Retail Property.

11.3 Every Owner or Occupier agrees to adjust/replace certain decorative or shop or office fitting decorations upon its deterioration due to wear and tear or for the purposes of upgrading the standard of the Retail Property as may be deemed necessary by the Master Developer or upon receiving notification from the Master Developer.

11.4 Every Owner or Occupier is required to co-operate with and provide access to the Master Developer or his authorized representative, when inspections of the whole of Master Community are carried out periodically to check the general standards in the Properties.

12. **Animals**

Animals are not to be kept on the Retail Property by any Owner or Occupier unless the Retail Property has been authorized for use as a pet store.

13. **Music or noise**

Any music or noise generating equipment shall be controlled so that no sound is heard from outside the Retail Property.

14. **Defects in Property**

The Owner or Occupier must notify the Master Developer immediately of any defect in the Property, including its fixtures, fittings and services, any damage to the Retail Property from any cause and/or any bodily injury to a person arising from the condition of the Retail Property other than that part for which the Owner or Occupier is responsible.

15.     **Exhibitions and sales**

No Owner or Occupier shall conduct, or permit to be conducted on the Retail Property, any exhibitions, auction, clearance, liquidation sale, or any promotional activities without the prior written consent of the Master Developer.

16.     **Stocking of premises**

16.1    The Retail Property must be adequately stocked at all times during trading hours and properly staffed according to the needs of the business.

16.2    The display windows must be adequately merchandised and stocked during business hours. Stock should be rotated frequently so as to preserve the reputation of the Master Community as a prestigious retail development.

17.     **Parking**

17.1    In the event that parking is made available for the Retail Property from the Common Use Facilities of the Master Community generally, such parking will be subject to the control of the Master Developer and to such regulations and restrictions as it may from time to time impose including particularly the designation of specific areas in which vehicles may be parked. The Owner or Occupier agrees after notice thereof to abide by such regulations and restrictions and use its best efforts to cause its customers, invitees and employees to conform thereto. The Master Developer reserves the right to charge a fee at such rate or rates as may from time to time be fixed by the Master Developer in respect of such parking facilities.

17.2    An Owner or Occupier shall upon request furnish to the Master Developer the licence numbers of the vehicles used by the Owner or Occupier, its agents and employees.

17.3    No Owner or Occupier shall permit trade vehicles while being used for delivery and pick up of goods and merchandise to or from the Retail Property to be driven, parked or stopped at any place or time within the Common Use Facilities except via the service access points service roads and loading areas designated by the Master Developer and the Owner or Occupier shall prohibit its employees, service suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any place other than the said loading areas or such other places which the Master Developer may from time to time allot for such purposes. The Owner or Occupier shall not use or permit to be used the said loading areas for the storage of goods or for any other purposes other than for the prompt loading or unloading of goods.

18.     **Health and safety**

Every Owner or Occupier must comply strictly with all fire, safety and health regulations as prescribed from time to time by the Master Developer or any Relevant Authority.

19.     **Disputes or complaints**

Any dispute or complaint which may arise between any of the Owners or Occupiers relating to the these retail rules and regulations shall be submitted to the Master Developer who shall determine the same and the Master Developer's decision shall be final and binding upon the parties.

20.     **Binding effect**

These retail rules and regulations are equally binding on the Owners or Occupiers employees, contractors, suppliers and others over whom it may have control and the Owner or Occupier shall procure that their employees, contractors, suppliers, guests and others over whom it may have control shall comply with them.

**C. Commercial Facilities Rules**

For the proper management, administration, maintenance, control and use of the Commercial Facilities, the Master Developer shall be responsible for creating and enforcing commercial facilities rules and regulations (as amended from time to time). The Master Developer is in the process of drafting these rules and regulations and once drafted, the Master Developer shall ensure that the rules and regulations and all amendments thereto are published for the general information of the Owners. Once published, the rules and regulations will be binding on all Owners and Occupiers using the Commercial Facilities, and shall be enforced pursuant to the provisions of this Declaration.