



## **COMMUNITY RULES HANDBOOK**

**Version 1.7**

**For Owners & Tenants**

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## Introduction

The Community Rules established for the Owners are intended to foster an environment of neighbourliness, consideration and cooperation. This community rules handbook expands on the Master Community Declaration Rules that were previously contained in the Sales and Purchase Agreement. All Owners, Occupiers, their Guests and all related Stakeholders are required to follow this rules handbook, as a means of acting on behalf of the greater good of the community and its wellbeing.

Owners and Occupiers should make a point to know the Rules herein, to abide by them and are required to provide their guests, family and household staff a copy of the rules handbook, and be sure they fully understand and follow the rules, regulations and guidelines set forth herein.

The rules and penalties below are in line with Real Estate Regulatory Authority and Dubai Land Department issued documents. In particular, the Direction for General Regulation 2010 concerning Jointly Owned Properties and also the RERA Law no 27 of 2007.

### 1. General

#### 1.1. Definitions and Interpretation

For the purpose of this document any natural person is referred to as "He" without any reference to gender.

**Architectural Guidelines** mean and refer to those certain architectural standards, landscape standards and other general policies, procedures and criteria, with respect to home improvement which may be adopted by the Board.

**Bakhoor** scented incense burned on charcoal or incense burners to perfume the house and clothing.

**Capital Reserve Fund / Sinking Fund** a component of the annual Service Charge and consists of funds set aside – in reserve – used for projected capital expenditures such as the replacement of major assets (e.g. machineries, elevators etc.).

**Common Areas** means all common areas of the MotorCity Community designated for common use by Unit Owners and Occupiers and that do not form part of the title of any Unit, including but not limited to the following:

- Roads, roundabouts, intersections, paths, edges of pavement, drains, traffic islands in the road, bridges and relevant drainage systems
- Lakes, ponds, canals, parks, fountains and other forms of water and waterways, including all the relevant equipment
- Green spaces, public squares and playgrounds
- Wires, cables, pipes, drains, canals, machinery and equipment which supply facilities services to Units or Common Areas
- Service facilities located within the boundaries of any Unit supplied to Common Areas or other Units

**Community Management Company** is the company appointed by the Master Developer for the management of the daily activities of the MotorCity Community.

**Developer** means the person licensed to practice the business of development and the sale, management and leasing of real estate as a principal developer of a real estate development project.

<b>Emergency</b>	a serious, unexpected situation or major incident that may cause a significant disruption to the operation of the MotorCity Community and the persons within the MotorCity Community or any incident where the cost is likely to seriously impact the Residents health and/or financial stability and would require immediate attention and remedial action.
<b>Exclusive Use Common Area</b>	a portion of an individual's unit that is only available for their particular use, such as someone's enclosed balcony, but the Developer is responsible for the structural integrity of the balcony and the unit owner is responsible for the regular cleaning.
<b>Fine / Notice of Violation</b>	a monetary payment exacted for non-compliance of Rules, as a result of a Notice of Violation and confirmation thereof.
<b>Invitee</b>	is any individual or corporation who is within the MotorCity Community at the express or implied invitation of an Owner or Occupier.
<b>Management</b>	means the Community Management company assigned to manage the MotorCity Community and/or any of its assignees.
<b>Master Community Declaration (MCD)</b>	a document prepared by the Developer at the time of sale, which contains a set of documents covering the community design and describes common area boundaries and responsibilities.
<b>Notice of Violation / Breach Notice</b>	a formal citation that informs a person that a Rule or a permit condition has been violated. The purpose of the Notice of Violation is to initiate corrective action that will stop the violations.
<b>Occupier</b>	means any person that leases a Unit, resides, visits or works in it, providing to exclude the owner of the unit or the holders of any of the real estate rights.
<b>Owner</b>	a person registered, in accordance with the provisions of the foregoing Law No. 3 of 2005, as the owner of the real estate or any of the real estate rights.
<b>Rule(s)</b>	the clarified expectation(s) of standardised regulations created and enforced by the Master Developer & MotorCity Community Management.
<b>Sales and Purchase Agreement (SPA)</b>	a legal and binding document of mutual understanding between the Developer and Purchaser, which contains certain community regulations regarding Owner and Occupier responsibilities and behaviour.
<b>Service Charges</b>	fees imposed by the Master Developer & Management Company on the owners of real estate units to cover the costs of the management and maintenance of the common parts.
<b>Shisha</b>	flavoured tobacco burnt using coal and smoked through a water pipe.
<b>Special Levy</b>	a one-time levy to cover a major unforeseen expenses that was not included in the service charge budget. Special Levies may apply to construction of new structure or facilities requested by the majority of owners and approved by the Owners or it can be for costs related to major repairs due to an unexpected catastrophe.

<b>Statutes</b>	an official document created by Community Management Professionals regulating the association operations.
<b>Unit</b>	refers to flats, floors and shops and any part of a house (including villa) connected to another house or separately or a vacant plot of land located within a joint real estate whether it existed or is proposed on the plan of floors or plan of compound and such allocated for commercial, residential or mixed purposes.
<b>Vendor/Service Provider/Contractor</b>	a person or company that sells goods or services. Vendor is the term used to describe any person or company providing free or at cost services inside the community, residential and retail areas. Includes inside apartments.

## 1.2. Permitted Use

- a) Owners and Occupiers must ensure that the Unit is used strictly for either residential, commercial or retail use (as relevant).
- b) Owners and Occupiers must not use the Unit or the Common Areas for any illegal or immoral act, nor for any use that may harm the reputation of the MotorCity Community and other owners and occupiers.
- c) Owners and Occupiers must fully comply with all prevailing applicable laws in respect to the use and occupation of the Unit, the Common Areas and the MotorCity Community.
- d) Owners and Occupiers must not conduct in, or upon any part of the MotorCity Community including the Unit, any auction, clearance or liquidation sale without the prior written consent of the Master Developer and without procuring the necessary approvals.
- e) Owners and Occupiers of a Unit must not allow the number of people sharing inside in the Unit or Villa at any one time to exceed the number of people permitted by Dubai Municipality. The Municipality rules permit only one family to live in a villa or apartment; sharing the property with insufficient space by a group of people is not allowed as it poses threats to the safety and security of the people, and puts pressure on the building services.
- f) The minimum area required by the Dubai Municipality is at least 3.7 square metres or 40 square feet per person. Dubai Municipality, Master Developer & MotorCity Community Management approval(s) must be gained.

## 1.3. Behaviour of Owners and Occupiers

- a) Resident (Owner/Occupiers) should not create any noise in the Unit or the Common Areas likely to interfere with the peace of others.
- b) Resident (Owner Occupiers) shall not carry out any nuisance, and obnoxious or offensive activities in the Unit or Common Areas, which may cause annoyance to other Owners and Occupiers. Examples of activities which cause nuisance include but are not limited to: odours, smoke, vibrations and obstruction of views. Offensive noises include, but not limited to: noise caused by drilling, parties, pets, television, musical instruments, revving car engines and motorcycles.
- c) The use of obscene gestures, obscenities, verbal or physical threats or attacks directed at any Owner, occupier, guest, visitor, invitee, or to any MotorCity Community employees is not acceptable.
- d) MotorCity Community employees are to be treated in a courteous and considerate manner at all times.
- e) The Owner is responsible for any damaged caused by him or any party associated with him (family member, contactor and others).
- f) Owners and Occupiers must be adequately clothed in the Common Areas.
- g) No private parties/get-togethers are allowed in Common Areas without the explicit prior approval of the MotorCity Community Management Team.

- h) No odorous/fragranced items shall be emitted around the Common Areas, without the explicit prior approval of the MotorCity Community Management Team.
- i) No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless an adequate, economically feasible method of controlling the emission or contaminants, and such control are applied by the MotorCity Community.
- j) MotorCity Community Management reserves the right to have persons/companies removed from MotorCity Community Common Areas if they are found not fully in compliance with any provisions of the policies, rules, regulations or restrictions of the facilities.
- k) Owners and Occupiers shall pay for the repair of any damage or breakage to the Common Areas or any fixtures and fittings to any other Unit; occasioned by lack of care, misuse or abuse on the part of the Owner or Occupier, or their Invitees.
- l) Owners and Occupiers must not, without the prior written approval from the Master Developer and MotorCity Community Management carry out any alterations or additions or renovations, or install any fittings or fixtures that deviate from approved plans and specifications.
- m) Owners and Occupiers shall be responsible for and shall pay for fines or penalties imposed by any government authorities for any unauthorised additions or alterations found within their units.
- n) Owners and Occupiers should not install any external shades, grills or any other structure(s) on the Common Areas without prior written approval from the Master Developer, MotorCity Community Management and/or government authorities.
- o) Soliciting of businesses for goods and services, or religious or political activities shall not be permitted within the MotorCity Community without the express permission of the Master Developer & MotorCity Community Management.
- p) Owners and Occupiers should provide the MotorCity Community Management the number of occupants residing inside the Unit or Villa. This is related to emergency evacuations situations and the pre-planning for the safe removal of the families' elderly, children, People of Determination & pets.
- q) All residents are expected to respond courteously to requests to reduce noise, and if they feel intimidated by the request, they are to contact Security for help.
- r) Noise is considered to be too loud if it can be heard or felt by an adjacent neighbour when inside their house with their windows and doors closed.
- s) Construction Noise, as per the Dubai Municipality Environment Department that noise from any type of construction or demolition site should not exceed 55 decibels between 7am and 8pm and 45 decibels between 8pm and 7am. The permitted hours of work are 7am to 7pm Saturday to Thursday, with no such work allowed on Fridays (such as drilling, hammering, scraping, etc.) from alterations inside units is only permitted between the times of 9am till 5pm. If the Owners or Occupiers are unhappy with the response from Community Management teams they should contact Dubai Municipality on 800900 or 04 2215555 or email [info@dm.gov.ae](mailto:info@dm.gov.ae) and [suggestions@dm.gov.ae](mailto:suggestions@dm.gov.ae).
- t) Noise from garden equipment of Owners and Occupiers is allowed between 9am to 6pm.
- u) No work is to be carried out of Friday, except in Emergencies on a case by case basis. Contact Security for assistance.
- v) Works on Saturday are permitted (on a case by case basis) for low level noise, deliveries and minor maintenance only.
- w) Any noise complaints will be investigated by Security and dealt with accordingly. Residents are expected to respond in a polite and courteous manner to any points raised, or escalation to the local police services can be actioned.

### **1.3.1. Privacy**

- a) No activities shall be carried out in any part of the MotorCity Community that may unreasonably interfere with an Owner's or Occupier's privacy rights within that Owner's or Occupier's Unit.
- b) Owners and Occupiers are to refrain from any attempt to look into a neighbouring lot or to look into the windows of neighbouring structures.
- c) Owners and Occupiers bear the responsibility to take reasonable measures to protect their own privacy through the design of their window treatments and landscaping, as long as it conforms to the Master Developers Architectural Guidelines.
- d) Drones and any other surveillance devices are not allowed within MotorCity without an official permit.
- e) Security cameras can be installed with notification to the MotorCity Community Management and never facing filming/installed in or on the common areas. The camera should be faced and filming inside the property/owner plot area.
- f) Security cameras that focus on another person or resident's Building(s) are not permitted.

### **1.3.2. Appearance of Unit**

- a) An Owner or Occupier must maintain, repair and keep the whole of his Unit in good and substantial repair, working order and condition (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in the Unit).
- b) Owners and Occupiers must not hang any washing, towels, bedding, clothing or other article on any part of the Unit (or on any terrace or balcony) in such a way as to be visible from outside the Unit or the Community.
- c) Owners and Occupiers must, at their own expense:
  - Clean the Unit (including all interior glass in the Unit and all exterior glass that is readily accessible from within the Unit or from the balcony/terrace) and keep it free of dirt, rubbish, rodents and vermin on a regular basis, in a proper manner, and to an acceptable standard.
  - Immediately repair all broken glass with glass of the same or similar quality, and all damaged or broken lighting, electrical equipment (including light fixtures and general lighting) and plumbing installed in the Unit.
  - Not use lavatories, sinks, drainage and other plumbing facilities in the Unit or the Common Areas for any purpose other than that which they were intended for, and not deposit in such facilities rubbish or other material. Any damage caused to such facilities by the misuse of the Owners or Occupiers upon notification of the same, the Master Developer & MotorCity Community Management reserves the right to have the work done and bill the Owner or Occupier for the repair costs.
- d) Waterbeds shall not be permitted in any Unit. Each Owner or Occupier acknowledges that substantial damage to other Units and/or Common Area may occur as a result of a violation of this restriction and that the Owner or Occupier causing such damage would be responsible for all damages.
- e) Owners and Occupiers shall not attach to the walls or ceilings of any Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners or Occupiers of the other Units or to the Common Area.

### **1.3.3. Floor Coverings**

- a) Owners and Occupiers of a Unit must not modify the flooring from its original construction material without prior written approval from the MotorCity Community Management and with underlay material, to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owners or Occupiers of another Unit.

## **1.4. Security**

- a) Owners and Occupiers must endeavour to keep the Unit secure at all times, including ensuring that all doors, windows and openings are closed and securely locked. Owners and Occupiers expressly authorise the Master Developer & MotorCity Community Management to enter and secure the Unit (with the Police & Security present) at the Owners or Occupiers' cost, if the Unit is left unsecured and unoccupied.



- b) Household Staff & Domestic Workers including but not limited to housemaids, drivers, cooks and gardeners should hold a valid residency visa issued by the immigration department and Emirates Identification. This will help to prevent illegal working practices and ensure better safety in line with Federal Law No. 10 of 2017.
- c) Access Policy, Security & Gate Pass policy instructions from Community Management and Security must be followed at all times to ensure all vendors visiting the community are approved by Dubai Economic Department & Dubai Municipality. This will help to prevent illegal working practices, ensure insurances are valid and ensure better safety in line with UAE Federal Law No. 2 of 2015 on Commercial Companies.
- d) Should an Emergency occur, Building/Facility management personnel and all other types of emergency personnel shall have the authorisation to enter the Unit and/or storage space. Under the supervision of Security and where possible the approved Governmental Agency (Police, DCD, Ambulance, DEWA, etc.)
- e) Owners and Residents are to treat all staff members of the Community and structures therein in a cordial manner. Verbal and/or physical abuse will not be tolerated and will be treated as a serious violation of the Rules. Complaints regarding the mistreatment of employees and/or vendors should be presented in writing to the Community Management Company and if necessary to the Local Authorities.
- f) Avoid any misconduct within the Building(s) complex and/or residential precinct, which is an action or series of actions that breach generally, accepted standards of behaviour in a residential community.
- g) Behaviour that endangers the resident's life/wellbeing and/or impacts negatively upon other residents will be reported to the Local Authorities.
- h) Verbal abuse against another resident, visitor/guest or staff member should be avoided at all times.
- i) Residents of MotorCity Community are not allowed, at any circumstances, to threaten other residents, family members, guest or staff living within the community.
- j) Discrimination or vilification based upon a person's race, culture/religion, gender, sexual identity or other personal attribute will not be tolerated and will be sanctioned.

#### **1.4.1. Access Procedures**

- a) The MotorCity Community is equipped with controlled access doors and locking mechanisms, fire monitoring and fire-life systems and related enhancements. An access card system allows Owners and Occupiers to access certain portions of the Common Area, including gates, main doors leading into the building and leisure facilities. However, no building has completely secured facilities and no warranty is made or implied as to safety. It takes the vigilant observation and prompt action of the Owners and Occupiers in order to prevent accidents, unauthorised access and system failures. Please report any observed faulty condition(s) and violation(s) promptly to the Security and MotorCity Community Management.
- b) All Owners, Occupiers and their guests are responsible for ensuring that all entry/exit gates and doors to the community areas are closed and in a secure, locked position at all times.
- c) Forcing gates and doors open or close is prohibited. Vendors or any other persons are not allowed to keep gates open.
- d) Only bona fide Owners, Residents and their families, domestic employees and guests are allowed into the Community. Delivery personnel, taxi and school bus drivers are also allowed into the community for the sole purpose of delivering to or dropping off or picking up residents. Random entry Vendors and Service providers may be allowed access, on a case by case basis. All registered vendors will be allowed access with valid documentation.
- e) Service providers, building Vendors and handymen are permitted to enter into the community, with approved entry permits and documents issued by the Master Developer & MotorCity Community



Management. If any Vendors are not registered with security for any works, then a Notice of Violation will be issued as a warning, then any repeated offences a Notice of Violation with penalty will be applied to the Owners/Residents who are not following the access control procedures or security instructions.

- f) Owners and Occupiers of a community, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the community. Neither the Master Developer and/or MotorCity Community Management shall in any way be considered an insurer or guarantor of safety or security within the community, nor shall such parties be held liable for any loss or damage.
- g) No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

### **1.5. Smoking**

- a) There shall be no dumping of ashes, trash rubbish, cigarette butts, sawdust, garbage landfill, rocks, grass and landscape cutting, solid waste, unsightly or offensive material and any type of refuse on Common Areas or from any balcony, as this behaviour is impacting the safety and wellbeing and the enjoyment of adjoining levels below and the Motorcity Community in general.
- b) Smoking is not permitted on the balconies and it is requested that smokers are to use an ashtray or dispose of any lit cigarettes in a safe manner. Owners and Occupiers must dispose of cigarette butts and any other smoking residue in a safe manner.
- c) Please do not dispose or throw cigarette butts from the balcony as this has the potential to start a fire. A Notice of Violation will be issued to any offenders.
- d) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- e) Smoking of shisha or cigarettes is not permitted in or around swimming pools and any part of the Common Areas (including the car park and the gyms) and any other areas determined by the Master Developer & MotorCity Community Management or any relevant authority from time to time.
- f) An owner or occupier of a unit must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, in the common areas does not penetrate to the common property or any other unit.
- g) Smoking inside closed apartments may not be safe, and may activate the smoke alarms in the apartment.
- h) The MotorCity Community Management shall be permitted to change the smoking policy within the MotorCity Community from time to time in response to changes in the applicable Law or market practice.

### **1.6. Preservation of Fire Safety**

- a) Alteration, tampering or damaging the devices inside the Unit will be repaired by the MotorCity Community Management at the Owner or Occupier's cost in case the owner doesn't repair the defected item(s) within timely manner (where applicable).
- b) Each Owner and Occupier must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his Unit. The fire sprinklers are heat/smoke activated and high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Areas, and the units adjacent to and below yours (where applicable).
- c) Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including without limitation, plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored near a fire sprinkler head in accordance with Civil Defence Regulations (where applicable).

### **1.7. Prevention of Hazards**

- a) Owners and Occupiers must not do anything in the Unit, Common Areas or the MotorCity Community that is likely to create a hazard or danger to any other Owner, Occupier or any person lawfully using the Common Areas.
- b) Owners and Occupiers must not throw any items from the windows, balconies or terraces at any time.
- c) Activities or conditions which endanger the health and safety of others are prohibited.

### **1.8. Conduct Affecting Insurance**

- a) Owners and Occupiers shall *not* keep anything in any Unit, Exclusive Use Common Area and the Common Areas that will increase the rate of insurance, without the approval of the MotorCity Community Management or could result in the cancellation or suspension of insurance or which would be in violation of any law.
- b) Owners and Occupiers who are responsible for an increase in the rate of insurance for the Common Areas, shall be personally liable for the cost of the additional insurance premiums.
- c) Owners and Occupiers must obtain and maintain insurance in respect to the Unit and contents for such amounts, on such terms and with such an insurer as is reasonably acceptable to the MotorCity Community Management and shall provide a copy of such insurance policy if and when requested by the MotorCity Community Management.

**Owners and Occupiers must have liability and content insurance for their own property.**

### **1.9. Cycling, Skateboarding, Roller Blading and Other Activities**

- a) Owners and Occupiers are requested to help prevent accidents, and are not permitted to ride bicycles, skateboards, roller blades, scooters or other recreational vehicles, people movers or toys in areas other than the authorised locations. Bicycles must be dismounted before entering into the entrance lobbies.
- b) Owners and Occupiers are requested to get off their cycles, skateboards or scooters when entering the carparks and common areas (where applicable).

### **1.10. Holiday/Celebration Decorative Lighting**

- a) Owners and Occupiers may install temporary holiday or festive lighting on the external areas of the Unit during festive and national holidays. Owners and Occupiers may not damage or puncture the Common Areas or any other portion of the building in the process of displaying decorative lighting.
- b) Lighting must not be installed any earlier than 10-15 days before the holiday/celebration, and must be removed within 10 days after the holiday/celebration.
- c) Flashing decorative lights or lighting that creates a visible glare from outside the Unit is prohibited. Any lighting installed must not cause interference, nuisance or annoyance to other members of the community.
- d) If, at any time, the lighting devices or their components become a safety hazard, they shall be removed upon notifications from management. Failing to do so the same will be removed at the expense of the Owner or Occupier.
- e) All decorations must be kept away from exit signs, fire alarm devices (pull stations, smoke and heat detectors, etc.), fire extinguishers, and emergency and normal-use light fixtures. Exit signs and emergency lights must not be obstructed in any way.
- f) Installation of any festive lighting outside the standard 10-15 days is not permitted without prior approval from the Master Developer & MotorCity Community Management.

### **1.11. Open House Guidelines**

- a) Open house events are not permitted without prior approval from the Master Developer and MotorCity Community Management.
- b) No advertisements are allowed to be placed in the Common Areas without the consent of the Master Developer and MotorCity Community Management
- c) Leafleting without the commercial permits issued by the Department of Economic Development (DED) is not allowed. This requires the existence of an active company Trade License in Dubai. Owners and Occupiers should contact Security and the DED directly by visiting [www.eComplain.ae](http://www.eComplain.ae) or email [info@dubaied.gov.ae](mailto:info@dubaied.gov.ae) or call +971 4 4455555.

## **2. COMMON AREAS**

### **2.1. Obstruction of Common Areas**

- a) Owners and Occupiers must not obstruct the lawful use of the Common areas by any person except on a temporary and non-recurring basis without the prior written consent of the MotorCity Community Management.
- b) Owners and Occupiers must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Common Areas.
- c) The MotorCity Community Management is entitled to remove any obstructing items and place them in the MotorCity Community Management lost and found section or dispose of the items, after proper notice, at the Owner or Occupier's sole cost.
- d) Owners and Occupiers are not permitted to place anything in the Common Area including, but not limited to, plants, potted plants, children's riding toy, bicycles, decorative items, sculptures, art pieces, glass containers, shoe racks and other furniture, vases, umbrella stands, artwork or any object other than a doormat.
- e) Trolleys and shopping carts must be returned to their original location by Owners and Occupiers.
- f) Bicycles are not permitted to be left in the entrance lobbies, corridors, lifts or fire evacuation stairwells and must be kept in the designated bicycle racks area provided by MotorCity Community Management.

### **2.2 Damage to Common Areas**

- a) Owners and Occupiers must not mark, paint, drive nails or screws into, or otherwise damage or deface, any structure that forms part of the Common Areas. Examples include decorative items and artwork.
- b) Owners and Occupiers shall not damage the grass, footpaths, or any part of the Common Areas by the use of vehicles, machines, tools or objects of any description.
- c) Any damage caused to the Common Areas shall be assessed by the MotorCity Community Management and costs of repair and replacement of broken or damaged parts shall be borne by the person(s) responsible.
- d) Any item installed in accordance with Architectural Guidelines must be installed in a competent and proper manner and must have an appearance consistent with any guidelines established by the MotorCity Community Management about such installation or, in the absence of such guidelines be in keeping with the appearance of the rest of the MotorCity Community.
- e) Owners and Occupiers must not damage any areas related to Villas - lawn, garden, tree, shrub, plant, flowers, assets or property being part of or situated in the Common Areas.
- f) Owners and Occupiers must not damage any areas related to Units – lifts, furniture, garbage rooms, stairwells, assets or property being part of or situated in the Common Areas.
- g) Owners and Occupiers must not use for its own purposes such as planting their own landscaping or using areas as a garden any portion of the Common Areas, unless the MotorCity Community has given express permission.

#### **2.4. Furniture and Equipment in the Common Areas**

- a) All furniture and equipment located in the Common areas have been provided for the safety, comfort and convenience of all Owners and Occupiers. Each Owner or Occupier benefits from the equipment and furnishings located in the Common Areas. These items belong to the MotorCity Community Management, and therefore are considered MotorCity Community Management assets. Owners and Occupiers may not borrow or remove any equipment or property belonging to MotorCity Community Management, with the exception of movable assets for private functions.
- b) Owners, Occupiers and guests shall be responsible for repairing any damage or loss caused by the Owner, Occupier or their guest.

#### **2.5. Children Playing in the Common Areas**

- a) All children below the age of twelve (12) years old must be supervised at all times by a parent or guardian aged twenty-one (21) years or older, able to exercise effective control to mitigate possible danger or hazard to children.
- b) Children shall not be permitted to play in the common areas including, but not limited to, the corridors, lifts, lift lobbies, stairways, roads, car park area and/or in the back of house or front areas of the building.
- c) The use of walls or floors for ball games, skateboarding or cycling or to deface the walls of Common Areas that are not designed for such use is prohibited.

#### **2.6. Littering and Vandalism**

- a) The act of littering, graffiti or vandalism is expressly prohibited within the MotorCity Community and the Owner and Occupier shall be held responsible for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Owners and Occupiers, their guest or invitees, domestic helpers and service providers. Incidents of serious vandalism may be reported to authorities for further action.
- b) All Owners and Occupiers are to note that the cost of reinstatement of the item or areas that have been damaged shall be directly charged to those individuals who caused the vandalism.

#### **2.7. Vehicles, Water Crafts and Accessories**

- a) No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, motor home, van or camper shell which is detached from a vehicle shall be stored, parked or driven in any part of the Common Areas unless for a temporary period and upon express approval from the MotorCity Community Management.
- b) The use of dirt bikes, trail bikes, sand buggies, off road vehicles and non-licensed motorised vehicles is not permitted anywhere in the MotorCity Community.
- c) Surfboards, boogie boards, inflatable rafts, blown up rafts, and other such items, shall not be left on the common area property unless the MotorCity Community Management agrees or provides a dedicated area for storage of said items. MotorCity Community Management reserves the right to move such items and store them at the Owner or Occupier's expense, and/or report and/or involve relevant local authorities.

### **3. Garbage Disposal & Waste Management**

#### **VILLAS**

- a) All Domestic Waste for pickup is to be placed inside the domestic waste receptacles provided.
- b) Domestic waste will be collected on fixed days of the week as per the schedule in line with the contract with the Waste Management Company.

- c) The upkeep of the Garbage Rooms at the villas is the sole responsibility of the Owners and Occupiers and must be kept clean and in a hygienic condition at all times.
- d) Occupiers are to ensure that all waste produced by their Landscapers/Vendors from their villa property is to be removed/disposed of at their own cost at Dubai Municipality approved disposal areas.
- e) Any Owners or Occupiers caught dumping their landscaping waste inside the common areas will be subject to a Notice of Violation Penalty and bear the costs of the removal of the items. The vendor or Vendors hired by the Owner or Occupier will be subject to a fine and may also face a possible ban from MotorCity.
- f) Occupiers must make separate arrangements, at their own cost, for the disposal of large and/or heavy items which do not fit in the domestic waste receptacles. Contact 'Take My Junk' for items that can be recycled.
- g) Occupiers shall regularly remove all weeds, rubbish, debris, refuse containers, woodpiles, storage boxes, tools and unsightly objects or materials of any kind from their Plot and shall not allow such items to accumulate.
- h) No incinerator shall be kept or maintained on any Plot.
- i) Occupiers are to ensure that water from washing cars, walls or interlock tiles in front of their Plots should not flow onto the Common Areas. The MotorCity Community Management recommends the use of water-less car wash that is environmentally friendly.
- j) All service yards, or service areas, clothes line areas, sanitary containers or stored materials on any portion of a Plot shall be enclosed, fenced or screened appropriately (as approved by the Master Developer and MotorCity Community Management) in such a manner that such yards, areas, containers and stored materials will not be visible from any neighbouring property or street.

## UNITS

- a) In a situation that the MotorCity Community Management finds that the Garbage Room is unhygienic, or used as a storage room, then the Association Manager/the Master Developer will arrange for the room to be cleared out and will levy a fine and the costs of cleaning the room to the respective Occupiers.
- b) The waste must be deposited into the chute properly. If the chute is busy, the Owner or Occupier must wait for the chute to become active for disposal, or bring the waste into the main garbage room located in the building's basement areas for safe disposal.
- c) Owners and Occupiers shall not accumulate rubbish in, on or around the Unit, the Common Areas or the MotorCity Community Management shall ensure that the waste is removed from the Unit to such locations as determined and notified by the MotorCity Community Management.
- d) Owners and Occupiers, in relation to the disposal of garbage, waste and recyclable material must:
  - Ensure that tins or other containers are completely drained.
  - If required, ensure the recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines, if any.
  - Comply with the MotorCity Community Management requirements for the storage, handling and collection of general and recyclable waste.
- e) If an Owner or Occupier causes a Unit to be in a state of disrepair affecting the health and safety of other members (aesthetics, odour, vermin) the MotorCity Community Management has the right to enter the unit to mitigate the risk at the Owner or Occupier's sole cost and expense, after obtaining the necessary approval from authorities if needed.

- f) Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste and any type of refuse or other unsightly or offensive materials is expressly prohibited within the MotorCity Community Management.
- g) Volatile, flammable or hazardous materials may not be placed inside the garbage chutes or dumpsters.
- h) No person shall discharge into the sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner or Occupier to liability under municipality law for any clean-up or cause injury or damage to neighbouring property or business elsewhere in the MotorCity Community.
- i) The disposal of any pollutants and materials into a storm drain system may result in significant penalties and fines. Owners and Occupiers will be responsible for any activities by their Vendors (e.g., painters, landscapers, etc.) who dispose of such pollutants from the Unit into a storm drain system.
- j) Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals must meet all municipality requirements and requirements of any other governmental agencies.
- k) You are encouraged to consult with the municipality, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

#### **COMMON RULES**

- a) Owners and Occupiers must not deposit or throw in the Common Areas any waste, dirt, dust or other material or discard any items in the Common Areas. It is the Owner's or Occupier's sole responsibility to remove these items from the premises and dispose of them at their discretion.
- b) Owners and Occupiers are responsible, at their cost, for the removal of all such material from the MotorCity Community, other than household waste and garden refuse packed in garbage bags specific to this purpose and removed by the waste removal Vendors.
- c) Owners and Occupiers must promptly remove or clean up anything which they may have accidentally spilled in the area, then place the waste in any designated shared receptacles for garbage, recyclable material or waste.
- d) Owners and Occupiers are responsible for damage caused by spills or leaks from trash, refuse and garbage to and from the garbage rooms and any common areas.
- e) Owners and Occupiers must notify the MotorCity Community Management of any loss of, or damage to the designated shared receptacles for garbage, recyclable material or waste.
- f) Owners and Occupiers shall make separate arrangements, at their own cost, for the disposal of large and heavy items. It is not the responsibility of the Facilities Management teams or security.
- g) Compacted trash may not be placed in any garbage chute as the velocity and weight of such trash may damage garbage equipment.
- h) If Owners and Occupiers fail to remove any garbage, recyclable materials or waste, the MotorCity Community Management shall be entitled to enter the Unit and remove the garbage, recyclable material or waste at the Owner or Occupier's sole cost and expense.

### **4. Use of Leisure Facilities**

#### **4.1. General**

- a) Individuals using the clubhouse and leisure facilities are responsible for their own safety. All persons using the facilities and equipment do so at their own risk, responsibility and liability and must adhere to the Rules and regulations pertaining to the use of the leisure and clubhouse facilities.



- b) Master Developer and MotorCity Community Management shall not be held responsible or liable for damage, injury or any loss (including loss of life) to any individual or property whilst on premises or resulting from the use of the premises.
- c) All persons using the clubhouse and leisure facilities do so at their own risk. The MotorCity Community Management nor any personnel of the MotorCity Community Management will be responsible for any loss or liability arising from use of the clubhouse and leisure facilities or malfunctions of any clubhouse and leisure facilities equipment.
- d) Persons using the clubhouse and leisure facilities agree to indemnify, hold harmless, the Master Developer & MotorCity Community Management from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with use of the clubhouse and leisure facilities.
- e) The normal hours of operation of the leisure facilities can be found through the management office or by writing to info@edacom.ae.
- f) Use of the leisure and clubhouse facilities is prohibited outside the operating hours and violation of such is subject to applicable fines. Should users use the leisure and clubhouse facilities outside the operating hours they shall do so at their own risk and acknowledge that there is no lifeguard or supervisor on duty.
- g) If an Owner leases his Unit, he is deemed a non-resident Owner and assigns the right to use the Common Areas and leisure and clubhouse facilities to the Occupier. The Owner has no right to use the facilities during the time of the lease.
- h) The clubhouse and leisure facilities are for the exclusive use of Owners and Occupiers, their direct family members and guests. Owners and Occupiers may only bring a specific number of guests as prescribed by the MotorCity Community Management.
- i) All guests must be accompanied by Owners or Occupiers at all times when using leisure facilities and Owners and Occupiers shall be responsible for the behaviour of their guests.
- j) Any child under the age of twelve (12) years must be accompanied by an adult when using the leisure facilities.
- k) Individuals using the clubhouse and leisure facilities shall be appropriately dressed for the intended use of the leisure facility and in consideration of UAE applicable laws, other persons, hygiene and modesty reasons.
- l) Any audio-visual or gaming devices shall be used with headphones or in a manner as to not cause disturbance to others within the leisure facilities.
- m) The MotorCity Community Management reserves the right to exclude any person from using the leisure facilities, should such person be in breach of the MotorCity Community Management rules relating to the leisure facilities.
- n) Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the clubhouse and leisure facilities areas.
- o) Public displays of affection are not permitted.
- p) Consumption of alcohol and usage of clubhouse and leisure facilities under the influence of alcohol is strictly prohibited.
- q) Breastfeeding of infants in public will be at the sole discretion of the Owner or Occupier as it pertains to the current municipality regulations or any intimacy act prohibited in the UAE. MotorCity Community Management will not otherwise interject, intervene regards such practice happening in Common Areas.
- r) Activities and excessive noise that may affect the peaceful use of the facilities shall not to be permitted.
- s) Personal trainers, instructors or coaches may not provide training for a fee, in the clubhouse and leisure facilities without the prior written consent of the MotorCity Community Management.
- t) MotorCity Community Management reserves the right to block the facilities for specific use such as events or lessons.



- u) Any misuse and damage to property or amenities in the clubhouse and leisure facilities will be chargeable to the individual responsible for causing the damage or, if they are a minor, their parent or legal guardian or the Owner of the Unit in which they are an Occupier or guest.
- v) Any serious damages that may result in subsequent death or injury of users will be promptly reported to the local law enforcement body.

#### **4.2 Gymnasium**

- a) Persons using the equipment in the Gymnasium are responsible for their own safety. They are advised to seek advice and assistance from the Security staff in the Gymnasium if necessary.
- b) The Management will take no responsibility for the loss, theft or damage of belongings brought into the Gymnasium by users.
- c) Private coaching, Classes, Assessments and other related activities are allowed in all venues provided that the required permits, trade licences, certificates and prior authorisation from the Management are given.
- d) The General Rules and Regulations of the Community are also applicable to this facility.
- e) Please handle the equipment in the Gymnasium with care. Users are responsible for any damages to the facilities or equipment.
- f) Usage of Gymnasium equipment/space is on a first-come first-served basis.
- g) All users should wear appropriate apparel and footwear to comply with the requirements of the Gymnasium, otherwise the access to and use of such facilities will be refused.
- h) The management reserves the right to amend these rules and regulations without prior notice.
- i) The management reserves the right to suspend the use of any facilities at any time for the organization of private classes and activities or for the arrangement of maintenance or cleaning without prior notice.
- j) Use of the weight equipment is restricted to adults (aged sixteen (16) years. or older) and youths aged twelve (12) years to fifteen (15) years provided they are accompanied by a responsible guardian.
- k) Smoking, eating and drinking (except water) is prohibited in the Gymnasium at all times.
- l) For the safety of all users, please refrain from preventing or interfering others' use of the equipment in the Gymnasium.
- m) For the benefit of all, it is requested that you return equipment to the corresponding place when finished.
- n) No commercial or religious activities are allowed in the Gymnasium without prior approval from the Management.
- o) Please do not speak loudly or cause disturbance to other users of the Gym, and mute mobile phones, tablets and electronic devices.
- p) In case of any doubt, complaints on using Gym equipment or equipment breakdowns, we requested that you immediately contact the Security or Management team for assistance.
- q) All users are required to follow the instructions of the Security and management staff.
- r) Users are responsible for their own property and safety.
- s) The management will not be responsible for any theft, loss, injury or death of anyone using the facility.
- t) Failure to comply with the above rules may result in loss of gym privileges.
- u) Owners and Occupiers may only bring in a maximum of two (2) Guests into a gymnasium at any one time.
- v) No equipment is allowed to be removed from a Gymnasium or Common Area.
- w) Individuals are required to bring and use their own personal towels when exercising for hygienic purposes. The use of a personal towel is required in order to avoid possible contagions and the deterioration of the machines.

- x) It is the user's responsibility to wipe down the gym equipment after each use.
- y) All equipment is to be used as intended.
- z) Owners and Occupiers shall not store or place any personal equipment in the Gym.

#### **4.3 Swimming Pool**

- a) Pools can only be used if a lifeguard is present.
- b) For safety reasons, children under the age of twelve (12) must be under the supervision of an adult twenty-one (21) years of age or older at all times.
- c) All persons using the swimming pool do so at their own risk.
- d) A lifeguard in Dubai is a person who is hired by either a private or public facility to oversee the safety and ensure the proper conduct of visitors while swimming. They are not there to babysit children.
- e) It is a lifeguard's duty to remain alert and aware of all the swimmers in their care. They have permission to rescue any adult or child from the pool and perform CPR and any other life saving techniques. They will not be reported to the Police for trying to save a child or adult's life.
- f) It is agreed that by entering any Motor City Community pool the Owner or Occupier relinquishes all legal rights to sue or legally punish the lifeguards for performing any life-saving techniques whilst on or off-duty on any person, male or female, adult or child, (conscious or unconscious).
- g) Smoking is not permitted at the pool deck, inside the pool or anywhere inside the public pool common area. The only area to smoke is outside the building premises.
- h) All users must wear appropriate swimwear.
- i) All persons must shower before using the swimming pools and must use the facility in a sensible, safe manner and in consideration of other users.
- j) No pets are allowed.
- k) Running, diving, rough-play, jumping or pushing is not allowed anywhere within the swimming pool areas. Pool users must use the stairs to enter and leave the pool.
- l) No glass or sharp objects are allowed within the swimming pool areas. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner or Occupier will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.
- m) Persons with open cuts, wounds, rashes or infectious conditions may not use the pool. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool.
- n) Consumption of food is not permitted inside the pool or the pool common area, with the exception of feeding of infants.
- o) Recording in the pool areas and under water is strictly prohibited.
- p) Skateboards, hover-boards/segways, acrobatics and rough-play are strictly prohibited in and around the swimming pool areas.
- q) Tennis balls, baseballs, footballs, basketballs, frisbees, cans, foreign objects, foreign substances (e.g. bubble bath, soap, beverages, etc.), non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are not to be thrown into or around the pool.
- r) Parents or guardians must ensure that infants, toddlers or children who are not toilet trained, wear a clean and waterproof diaper and a swimsuit while using the pool.

#### **4.4 Children's Playground**

- a) The Children's playground is designed for children under the age of twelve (12).

- b) Children must be accompanied and closely supervised by an adult at all times while in the play area. It is not permitted to leave children unattended at any time. Parents and/or guardians are fully responsible for supervising their children and acknowledge that they play at their own risk.
- c) Children must wear proper clothing. Any clothing accessories that could become tangled or caught in playground equipment should be removed prior to entering the playground.
- d) Mobile equipment, such as bicycles, skates, skateboards, remote controlled cars, rechargeable motorbikes, scooters and hover boards are not allowed in the kids play area.
- e) No food, drinks, or chewing gum are allowed in the play area.
- f) Littering is not permitted on the premises.
- g) Rough playing, pushing, shoving or any other unsafe play is forbidden.
- h) Users are not permitted to interfere with or damage the planter boxes or any other landscape features.

## **5. Deliveries and Removals**

### **5.1. Loading Bay**

- a) Owners and Occupiers must follow the direction of the MotorCity Community Management with respect to the use of any loading bay or delivery area.
- b) No large delivery vehicles or delivery will be allowed to enter the loading area without prior booking at least forty-eight (48) hours in advance.
- c) Owners and Occupiers shall not park or leave any vehicle unattended in any loading bay or delivery area at any time or leave any items within any loading bay or delivery area that may obstruct its use by other Owners and Occupiers.
- d) Deliveries of items are allowed inside the communities on a case by case basis, approved by Security. This is to ensure a proper flow of traffic and ensure areas are not blocked by vehicles to provide safe access to all residents and emergency services.

### **5.2. Movement of Goods**

- a) Owners and Occupiers must not without the prior written consent of the MotorCity Community Management to use any Service lifts or service corridors within the owner's association premises for the transportation of furniture.
- b) Owners and Occupiers may be required to pay a refundable deposit. Owners and Occupiers shall be responsible for any damage to the Common Area and equipment caused by the transportation of furniture.
- c) The MotorCity Community Management reserves the right to make good all such damages and recover the cost of such repairs from the deposit or from the issuance of a Notice of Violation.
- d) Any balance deposit will be refunded to the Owner or Occupier once such damage has been settled or rectified.
- e) Owners and Occupiers must ensure that all deliveries and removals (and workmen) use only designated lifts, staircases and delivery routes so as not to cause inconvenience to other Owners and Occupiers.
- f) Owners and Occupiers must ensure that adequate measures are taken to protect the Common Areas during bulk deliveries or removal work.
- g) Owners and Occupiers must ensure that packing and crating materials are removed from the Common Areas and disposed offsite in an appropriate manner on the same day that they are brought in and under no circumstances shall it be left on the Common Areas.

## **6. Storage Facilities**

- a) Every Owner or Occupier that leases a storage space shall do so by a valid lease agreement with the Master Developer and shall abide all the terms and conditions of the lease agreement.
- b) Owners and Occupiers of Units who have been assigned or entered into a contract with the Master Developer and MotorCity Community Management to have the exclusive right to use an assigned

storage space shall use the storage space for the storage of seldom-used household and personal items.

- c) The Master Developer and MotorCity Community Management is not responsible for any loss or damage to items placed in the assigned storage space. Storage in these storage spaces is strictly at Owner's or Occupier's sole risk.
- d) Gas-powered machines, firearms, fuel tanks, explosives and/or flammable and hazardous material are prohibited inside the storage space.
- e) No devices may be connected to electrical outlets to operate inside of the storage space.
- f) The Master Developer and MotorCity Community Management shall have the right to enter the storage space, with the presence of security, for the purpose of addressing an emergency.
- g) An Owner or Occupier shall not modify the structure of the Storage Space or modify any electrical components in the Storage Facility.
- h) Sub-leasing of the storage rooms is not allowed.
- i) Owners and Occupiers shall not store items outside the storage room.
- j) Owners and Occupiers can only lease a storage room during their residency in the unit.

## **7. Keeping of Animals**

- a) No wild animals, including poultry, fowl, wild animals, horses, cattle, sheep, goats, swine or any other type of animal not considered to be a domestic household pet shall be brought into or kept within the Master Community. No Animals are to be kept, bred or raised for commercial purposes, nor, as determined by the MotorCity Community Management, kept in unreasonable quantities.
- b) Only domestic dogs, cats, birds, fish and reptiles (allowed by UAE laws) may be kept as household pets.
- c) Dogs that fall in the category of 'dangerous dogs' by the authorities will be reported to the local authorities and will always be adequately muzzled if permission granted to keep such a dog inside the community.
- d) Owners must clear excrement/faeces from their dogs, using appropriate dog scoops/bags and discard waste in refuse bins outside the complex.
- e) Notice of Violation (NOV) will be issued against any owner/resident/maid/houseboy allowing the dog to foul inside the community or common areas.
- f) Any damages caused by pets will be cleaned/repaired at the cost of the owners.
- g) Pets must be housed and cared for in a humane manner and in accordance with best international practices on animal care and must comply with all applicable laws, rules and regulations.
- h) Pet owners are responsible to keep noise levels to a minimum in relation to their dog barking.
- i) All dogs shall be kept on a leash within the MotorCity Community when not within the boundary walls of an owner's Building(s)/lot.
- j) All pets must wear locally Dubai Municipality approved identification tags at all times when outdoors.
- k) Pets are not allowed in the recreational facilities, community amenities (Gym, swimming pool, play areas etc.) and lobbies.
- l) Pet food and faeces of any kind should not be left in common areas, or near any structures, including front porches, decks and/or balconies.
- m) Owners and Residents may contact the Dubai Municipality for incidents which includes losing pets, abandoned pets, inhumane treatment of a pet, disturbance by neighbour's pet within the community and being attacked by a pet.

## **8. Car Parking Guidelines**

### **8.1. Car Park Access Cards**

- a) One Car Park access card shall be issued to each Owner for each Car Space assigned to its Unit, as per the official Title Deed from Dubai Land Department. The first card is free of charge during the first hand over of the unit to the owner or occupier.
- b) Replacement access cards will be available from MotorCity Community Management upon application and subject to a fee (VAT to be added) which may be modified by the MotorCity Community Management from time to time as per the costs of the cards or applicable charges from governmental authorities.
- c) The procedure for application for a car park access card will be determined by the MotorCity Community Management from time to time at its discretion and communicated to Owners and Occupiers.

## 8.2. Car Park Rules

- a) The MotorCity Community Management reserves the right to deactivate the car park access card in the event of repeated violation of car parking rules.
- b) Management shall not be responsible for any loss and/or damages, claims, suits that may be made against Management in respect of the use of the car park. All charges incurred by Management including any towing charges and incidental costs and expenses as the result of infringement of Rules in relation to car parking shall be borne by the Owner or Occupier or driver of the vehicle.
- c) All parking spaces are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes.
- d) No parking is allowed within the car park which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.
- e) The vehicle must fit completely within the parking space and not restrict the neighbour's ability to park in his parking space. The Owner or Occupier is responsible for any damage to the parking garage caused by attempting to park an oversized vehicle therein.
- f) Owners and Occupiers must not sound a car horn in the car park, Common Areas or vicinity of the MotorCity Community except in case of emergency.
- g) Owners and Occupiers must not drop any litter in the car park and must clear up any spillage of oil or any other substance emitting from its vehicle in the car park at their own cost. If Owners and Occupiers fail to clear up any spillage within twenty-four (24) hours of the spill occurring or in the case of emergency, the MotorCity Community Management may arrange for the spillage to be cleared and recover the cost of doing so from the responsible Owner or Occupier.
- h) Smoking inside the car parks and disposing of the cigarettes in drains or the common area is not allowed.
- i) Owners and Occupiers shall not park any type of vehicle in the car park other than a passenger automobile. Vehicles that are restricted include, but are not limited to, motor cars, motorcycles, scooters, electrically powered mobility devices, trucks, caravans, motor homes, boat, jet ski or trailers within the Owner or Occupier's designated car parking space.
- j) Subject to the approval of the municipal agencies, the MotorCity Community Management has the right to ticket, fine, clamp, and/or to tow any vehicle that is improperly parked.
- k) The MotorCity Community Management shall apply the abandoned vehicle policies/procedures in conjunction with relevant authorities when removing abandoned vehicles from the premises. Vehicles without a displayed license plate will be reported to local authorities.
- l) If the MotorCity Community Management have issued vehicle stickers, they must be returned by Owners or Occupiers when they replace the automobiles or vacate the Unit. Refusal to install a sticker is a violation of the MotorCity Community Management rules and the costs to replace the stickers will be borne by the owner.
- m) Owners and Occupiers are not allowed to park in non-residential spaces for more than permitted hours unless authorised by the MotorCity Community Management.
- n) Vehicle maintenance including oil changes are not permitted in the car park or any Common Area.
- o) Owners and Occupiers shall not wash vehicles in the car park or any Common Area. Owners and Occupiers shall limit the washing of their cars through the approved recognised car washing service. Car washing in common areas causes damages to the roads, drains and community aesthetics.
- p) All drivers must maintain safe and proper speeds, observe speed limits, obey stop signs and follow the directional signage while driving in the car parking areas and the MotorCity Community premises.
- q) No excessive noise from vehicles or revving up of engines is permitted. Unattended vehicles with motors running will be reported to local authorities.
- r) To prevent accidents, bicycling, skateboarding, roller skating, roller blading or playing in any parking space or in the car park area is not allowed.
- s) Parking is permitted in designated spaces and the parking lot. Vehicles are subject to tow in unauthorised areas including but not limited to fronts of building, building entrances and exits, curve

side roundabout, landscaped areas, sidewalks, driveways, and any other areas that will impede traffic flow.

- t) Overnight guest parking will be permitted only to accommodate overnight guests or visitors of Owners and Occupiers and as authorised by the MotorCity Community Management. No guest, including overnight guests, may park a vehicle in the visitor parking space for more than permitted hours. Owners or Occupiers shall not use any of the visitor parking bays for their own automobiles.
- u) Vendors performing work within the MotorCity Community are permitted to park their vehicles in the visitor parking bays or designated areas allocated to them, until their work is complete (on a day to day basis) but not more than 12 consecutive hours.
- v) Owners and Occupiers shall register their vehicles with the MotorCity Community Management and shall be responsible for notifying the MotorCity Community Management of any changes in the vehicle details.
- w) Vehicles are not to be parked in a handicapped parking space without a handicap decal or similar authorisation issued by relevant authorities.
- x) Parking a vehicle in a parking space designated for another Owner or Occupier is prohibited.
- y) All Owners and Residents are required to adhere to the following Rules regarding street traffic and parking. Any violation of the parking policies listed below may result in the immediate towing of the vehicle at the vehicle owner's expense and a temporary block on parking access cards for repeat offenders.

### **8.3. Liability**

- a) The Master Developer and MotorCity Community Management shall not be responsible for any loss, damages or claims arising from the use of the car park.
- b) All vehicles parked in the car park will be at the Owner or Occupier's risk. The Master Developer and MotorCity Community Management shall not be liable for any theft, damage or other misdemeanour caused to vehicles and/or their contents.
- c) All charges incurred by the Master Developer and MotorCity Community Management for breach of the Master Developer and MotorCity Community Management Rules by Owners and Occupiers in relation to the car park shall be charged to the Owner or Occupier responsible.
- d) Owners and Occupiers shall be responsible for obtaining and maintaining the appropriate form of insurance for any motor vehicle and the contents of such motor vehicle parked in the car park.

### **9. Road Usage and Road Safety**

- a) The maximum speed limit on the MotorCity Community premises is forty (40) kilometres per hour. However, in all instances, the posted speed limit signs will apply.

### **10. Advertising**

- a) Owners and Occupiers shall not distribute or cause the distribution of any advertising, pamphlet, free newspaper or any other printed matter in Common Areas.
- b) Any advertising, print and/or digital, in the MotorCity Community and the Common Areas is subject to approval by the MotorCity Community Management, for an applicable fee.
- c) Any advertising must comply with all relevant legislation, the MotorCity Community Management rules and any relevant regulations.
- d) The MotorCity Community Management reserves the right to decline any type of advertisement or marketing material that is in breach of the rules, or any advertisement that the MotorCity Community Management considers is not appropriate for the MotorCity Community Management or its residents.
- e) The MotorCity Community Management does not endorse nor assume any responsibility for an advertiser's company, product, or service, and the advertiser must not make any claims to that effect.



- f) The MotorCity Community Management is not responsible for the quality or reliability of the product or services offered within any advertisement.
- g) All adverts must adhere to the codes of conduct laid down by the relevant local authorities and must not conflict with the MotorCity Community Management rules.
- h) The MotorCity Community Management does not accept responsibility for errors, omissions or for any consequences arising from using any of the advertised services or products.
- i) The MotorCity Community Management and its associates give no warranty as to the accuracy of the information and do not accept any liability for any loss, damage, or inconvenience arising in any way whatsoever from the use of any of the advertised services or products.
- j) It is the advertiser's responsibility to ensure that all advertising complies with all applicable local laws or regulations.

## **11. Filming and Photo Shoots**

- a) Any professional filming and personal and/or professional photo shoots are subject to approval from the Developer.
- b) The MotorCity Community Management will not grant access and/or permission on the premises for any professional filming and personal and/or professional photo shoots without written approval from the Developer.
- c) The Master Developer and MotorCity Community Management and its associates maintain a strict policy against the use of its grounds (all interior spaces and/or exterior grounds) for unauthorised personal, professional or commercial photography/videography purposes (including but not limited to wedding, engagement, class, family and individual portraits, advertising photography, and model/fashion shoots, filming, etc.).
- d) Before approval for a shoot can be given, full details on the nature of the project, intended use of the photos, film or videotape, the proposed dates, times, number of people involved, and any other related information must be submitted to the Master Developer & MotorCity Community Management prior to the shoot.
- e) For commercial use, a copy of the script/text/storyboard also must be submitted to the Master Developer and MotorCity Community Management for approval.
- f) Any professional filming and personal and/or professional photo shoots must comply with all relevant legislation, the Master Developer and MotorCity Community Management and any relevant regulations.
- g) Crews must be able to complete the shoot with their own equipment (e.g., extension cords, lights, generators). The MotorCity Community electric power may not be used without prior permission from the Master Developer and MotorCity Community Management.
- h) During the approved activity, the following procedures shall be followed:
  - i. Security shall be notified when videographers/photographers enter the Master Developer and MotorCity Community Management premises;
  - ii. Persons involved in the approved activity shall maintain the agreed upon time and schedule for the video recording/photo shoot;
  - iii. The videographers/photographers shall refrain from capturing video/photo images of persons/premises not specified as part of the shoot;
  - iv. If uninvolved persons are filmed/shot, the responsible party involved in the approved activity shall obtain a written authorisation from concerned persons when photographing or videoing identifiable persons;
  - v. Unless given written permission otherwise, the producers shall note the location of the video recording/photo shoot in the production credits.
- i) Unauthorised professional photographers/videographers are subject to immediate expulsion from the Master Developer and MotorCity Community Management.

- j) No major set construction or alteration of buildings and Common Areas will be permitted. Any set decoration must be clearly specified in writing and all areas occupied in connection with the filming must be returned to their normal condition.
- k) The production company is responsible for maintaining adequate public and employer's liability insurance against accident, injury to its employees and third parties, third party loss, damage and all other risks normally insured against by others carrying on a similar business.
- l) Production agencies' filming locations which require auxiliary sources of power must use silenced generators and suspend or cover all cables at their own expense.
- m) Neither employees of the Master Developer and MotorCity Community Management nor Owners or Occupiers are to be approached to appear in the production unless by prior arrangement.
- n) Any damages or losses to the property and/or Common Areas caused during professional filming and personal and/or professional photo shoots will be the responsibility of the outside organisation requesting access to the Master Developer and MotorCity Community Management.
- o) The Master Developer and MotorCity Community Management reserves the right to refuse approval or cancel permission at any time.
- p) Violation of these rules may result in the revocation of permission to video record/photo shoot.

## **12. Rooftop Access**

- a) Uncontrolled access to building rooftops is strictly prohibited.
- b) Due to their inherent danger, access to all roofs is restricted to trained and authorised personnel and/or Vendors only approved by the Master Developer and MotorCity Community Management.

## **13. Move-In / Move-Out Procedures**

### **13.1. Move-In / Move-Out General**

- a) A Move-In/Move-Out form must be completed, signed and returned to MotorCity Community Management office prior to any move at least two (2) business days in advance, in order for MotorCity Community Management to make the necessary arrangements.
- b) The Move-In/Move-Out form will not be accepted unless confirmation of move in/out date should be provided. MotorCity Community Management will not facilitate any move on the premises without receiving the mandatory documents (as prescribed in the form).
- c) Relevant forms to this process will be made available by MotorCity Community Management.
- d) Any assembling/noisy works inside the Unit should be completed between permitted Move-In/Move-Out hours only and shall not continue after 8pm, unless permission has been granted from Security and MotorCity Community Management.
- e) If pre-requisite documents have not been completed and submitted prior to the Move-In/Move-Out, security will not be able to provide access, and movers will not be allowed on the premises.
- f) A joint inspection along with photographic evidence will be conducted before and after the move to establish the conditions of the common areas. This will ensure that the Owner and/or Occupier is not held liable for any damages which the Owner/Occupier is not responsible for.
- g) The Unit Owner and/or Occupier will be held responsible for any damage done to the Common Area or MotorCity Community property during a move that is caused directly by them or their appointed moving company.
- h) Because of this liability, it is the responsibility of the Owner and/or Occupier to ensure that the moving company has adequate insurance cover for any damages caused to people or property while moving.
- i) It is the Owner and/or Occupier's responsibility to provide the moving company with a copy of the MotorCity Community Management Move-In/Move-Out procedures, which may be obtained from the management office, so that they have a clear understanding of the MotorCity Community Management moving requirements.

- j) No furniture, boxes, etc., are to be left in the common areas or MotorCity Community property. Any Owner and/or Occupier who disregards the regulations by leaving packing materials and boxes in the hallways or other common areas, which constitute a fire hazard, will be required to cover the cost of having a Vendor to clear such nuisance.
- k) Under no circumstances shall furniture or other items be dragged across the hallways or other entry area floors. Appropriate hand trollies must be used at all times.
- l) It is the Owner/Occupier's responsibility that the movers use well maintained moving equipment and operate such in a manner that causes no disturbance to members of the community.
- m) Owners and Occupiers must understand and agree that if the Move-In/Move-Out requires more than the allotted scheduled time or if the activity exceeds the permitted time for the move in / move out, that it may be interrupted due to these reasons.
- n) Owners and/or Occupiers, and their appointed moving company personnel are strictly prohibited from placing any items within forty-six (46) centimetres of any sprinkler heads or light fixtures.
- o) During the move, Owners and/or Occupiers, and their appointed moving company personnel must be very careful and cautious not to hit the sprinkler heads on the ceilings and red fire alarm boxes on the walls throughout the MotorCity Community, which may result into activation of the sprinklers or fire alarm causing a major disruption to the building services and damage to common areas. These protective devices are very sensitive and critical for the safety of the community residents. In case either of these devices have been accidentally hit, the MotorCity Community Management and security must be notified immediately.
- p) The MotorCity Community Management is not responsible in any way for ensuring an Owner and their tenant Occupier have fully satisfied their contractual agreement before moving out of the community. There are so many times throughout a tenancy that a tenant might book a lift to move furniture in and out that, it would be unreasonable for the Master Developer & MotorCity Community Management to determine a tenant's motive.
- q) Therefore, the MotorCity Community Management hereby notifies all Owners that it is not the responsibility of the Master Developer & MotorCity Community Management to become involved in any type of dispute between an Owner and a tenant. The Government has a system that needs to be used to resolve Owner/tenant disputes and should a tenant move out without fulfilling their contractual obligations, then the Owner should seek advice of legal counsel and file a case against the tenant.
- r) The MotorCity Community Management and its associates will not be held liable for any damage, accident, injury, losses or other liabilities that occur on the premises related to a move. Necessary safety precautions are to be taken by the Owner and/or Occupier and moving company.
- s) The MotorCity Community Management reserves the right to prohibit any moves that have not been properly scheduled and authorised.
- t) Applicable penalties will be levied in case of non-compliance with any of the Move-In/Move-Out procedures.

### **13.2. Instructions to Movers**

- a) Mover's vehicles should not exceed the height of 2.1 meters (where applicable). This is to ensure that the vehicle does not damage any overhead plant and equipment in covered parking or loading bay areas.
- b) Movers will be required to provide identification to security in the form of an original valid ID which will be returned once the move has been completed.
- c) Security and/or any other MotorCity Community Management service providers/personnel are not permitted to physically assist the moving company with the move. The mover should conduct a joint site survey with the security prior to the move to ensure they are familiar with any restrictions and equipment and/or labour required for a timely and efficient move.
- d) MotorCity Community Management and Security will advise the route to be used by the moving company and conduct a joint inspection before and after the move to ensure no damage is caused to common property.

- e) It is the responsibility of the mover to check the actual dimensions of the elevator cabs prior to loading large items into the elevator to prevent damage to the elevator cab finish.
- f) The moving company must provide protective covering for the elevator cab walls during the moving process. It is the mover's responsibility to insure that these are in place prior to beginning the move. In the absence of protective coverings, all items must be wrapped in moving blankets. No moves will be permitted if the protective coverings are not fully in place.
- g) Any damage noted at the walkthrough inspection when the move is completed, shall be acknowledged by the signature of the moving company representative, if designated by the Owner/Occupier, and the Security.
- h) Refusal of the moving company to sign the walk-through inspection does not relieve the moving company of responsibility for any damage incurred.
- i) At the end of the move the hallways and elevator must be cleared of all debris. Areas must be cleaned and the waste be disposed immediately and in a proper manner. All trash and debris must be carried off-site on a daily basis by the moving company. The garbage dumpsters inside the MotorCity Community shall not be used for disposing of debris.
- j) Should a moving company disregard any of the Move-In/Move-Out policies, his/her moving company will not be allowed future access to the community.

#### **14. Enforcement of Rules**

- a) The MotorCity Community Management considers non-compliance with these Rules by Owners or the Owner is Occupiers, guests, invitees, agents and/or employees serious and will subject the responsible Owner to disciplinary action in accordance with the MotorCity Community Management relevant procedures.
- b) Owners are responsible for their own violations and the violations of their family members, guests, invitees and occupiers.
- c) In addition to any other rights under these Rules, the MotorCity Community Management may issue breach notices. Failure to remedy any breach within the period specified in the breach notice, the MotorCity Community Management has the right to impose financial penalties in relation to the breach.
- d) Financial penalties for breach will be notified in writing to the relevant Owner or Occupier and added to the Owner or Occupier's financial account.

#### **NOTICE OF VIOLATION - Enforcement and Fine Procedure**

Community rules and the strategies to enforce them are for the benefit of everyone in the community.

Overseeing a community presents its challenges, one of which is how to manage a group of residents so that they can co-exist successfully. A thriving community needs a basic set of rules for the benefit of owners and residents, designed to create an environment in which everyone can maximise their enjoyment of their homes and the various common areas and facilities.

In addition, we believe community rule enforcement is a key aspect in upholding property values over the long term.

The Community Rules are for the benefit of owners and occupiers and are designed to create an environment in which all owners and occupiers can maximise enjoyment of their homes and the various common areas and

facilities. Members of the MotorCity Community and their occupiers, guests and invitees are expected to abide by the community rules. MotorCity Community Management staff are allowed to enforce community rules, because the needs of the many outweigh the needs of the one, or the few.

The purpose of the Notice of Violation Enforcement and Fine Procedure is to encourage MotorCity Community members, their occupiers and guests to ensure all members have a serene, attractive and safe environment for the families, children, neighbours, and guests of the community.

We have a very stringent process to address the situation – by issuing a Notice of Violation – a formal citation that a community rule or permit condition has been infringed. There are two stages to the process:

- A first Notice of Violation is served – this officially notifies the offender that they have violated a community rule and gives them the opportunity to correct their action / behaviour.
- A final Notice of Violation is issued if the action/behaviour is not satisfactorily resolved and a financial penalty is levied.

We also develop, and uphold a set of architectural guidelines for the installation of exterior attachments and property enhancements.

There are also several deterrents in place to ensure every homeowner pays their service fee in full and on time. We take the following action in the event of non-payment:

1. Levying of a Late Payment Fee on the outstanding amount.
2. Denial of services including non-issuance of permits for transfer of property, access cards, garbage collection.
3. Suspension of non-emergency services.
4. Initiation of appropriate legal action.
5. Referral of the case to a professional debt recovery agency.

After notice of alleged violation is sent, a thorough investigation will be conducted by the MotorCity Community Management. Upon evaluating all the evidence, if the violation is substantiated, the MotorCity Community Management may impose disciplinary action against the violator by:

- (a) levying a fine in accordance with the Fine Schedule, and/or
- (b) restrictions of common area facility use.

The excuse of “Not Received” the Notice of Violation will not be applicable. Unless the Owner or Occupier can prove to the Management that they have tried to contact the Customer Services and updated their account details, Owners and Occupiers Account details informing to the management is the sole responsibility of the Owner or Occupier and not the MotorCity Community Management.

The MotorCity Community Management is empowered **by Law No27 of 2007** and the Master Developer to adopt a penalty schedule for community rule violations whereby an immediate violation and penalty fee is applied in certain cases.

Owners (or their occupiers) in violation of a community rule are required to promptly pay the fine. The fines are allowed by Law to be credited onto the Service Account of the owner. The interest for Non-Payment of fines is 1% a month which is a maximum of 12% over a year.

### Schedule of Fines

**Applicable to Owners, Occupiers, Household Members, Invitees, Guests and Vendors.**

#### **Community Violation Penalty Chart**

<b>General Violations</b>	<b>Remedial Period</b>	<b>Violation Penalty (AED)</b>
Activities creating noise and nuisance	Immediate	500
Inadequate pet management	Immediate	500
Dumping and poor trash management	3 days	500
Hazardous activities	Immediate	1,000
Vandalism	Immediate	1,000
Short term letting/ staff accommodation/commercial activities	7 days	1,000
Illegal household staff	Immediate	1,000
Violation of terms regarding access control	Immediate	1,000
Abuse of community staff	Immediate	1,500
<b>Damage/Misuse of community facility or common area</b>		
Damage/Misuse of other common areas	Immediate	500
Damage/Misuse of plants, filtration, telephone rooms/structures	Immediate	500
Damage/Misuse of recreation areas (e.g. parks and playgrounds)	Immediate	500
Damage/Misuse of sports areas	Immediate	500
Damage/Misuse of swimming pools	Immediate	500
<b>Violation of parking and traffic rules</b>		
Violation of parking rules	Immediate	500
Violation of terms regarding road usage and road safety	Immediate	500
Violation of terms regarding use of commercial vehicle	Immediate	500
<b>Poor home maintenance/appearance</b>		
Improper home maintenance//alterations	15 days	1,000
Poor maintenance of garden and landscape	15 days	1,000
Unauthorised exterior attachments/alterations	15 days	1,000
Inadequate pest control	3 days	500
Misuse of patios and balconies	3 days	500
Violation of terms against signage usage	3 days	500

Note: Community Violation Penalty Chart is subject to change without prior notice

<b>NO.</b>	<b>SUBJECT</b>	<b>REMEDIAL PERIOD</b>	<b>FINE FOR FIRST VIOLATION (UNLESS OTHERWISE STATED)</b>
1	Violation of car parking rules	Immediate	AED 500 per incident - In some cases parking access card de-activation for 30 days
2	Balcony/patio/road/car park water cleaning violation	Immediate	AED 500 per incident
3	Carrying out any nuisance, obnoxious or offensive activities	Immediate	AED 1,000 per incident
4	Damage to Common Area Asset(s)	Immediate	AED 2,000 per incident and insurance deductible and also any increase in Community premiums as a direct result
5	Failure to obtain the permit for deliveries, removals, move-in or move-out or any other permits	Immediate	AED 2,000 per incident
6	Littering and Vandalism	Immediate	AED 500 per incident and insurance deductible and also any increase in Community premiums as a direct result



7	Obstruction of any Common Areas	Immediate	AED 500 per incident
8	Overnight parking of an unauthorised vehicle in Common Area	Immediate	AED 500 per incident
9	Parking a vehicle in a parking space designated for another resident.	Immediate	AED 500 per incident & Deactivation of the access card for a period of 30 days
10	Parking at loading zones for longer than the permitted time or for other purposes other than loading and unloading	Immediate	AED 500 per incident & Deactivation of the access card for a period of 30 days
11	Parking in unauthorised areas	Immediate	AED 500 per incident & Deactivation of the access card for a period of 30 days
12	Performing any hazardous activities	Immediate	AED 2,000 to be escalated to Local Authorities
13	Refusal and/or delay in allowing access to the Unit and/or storage space to MotorCity Community Management personnel and its Associates in an Emergency of in cases of damages to another property/asset.	Immediate	AED 2,000 and cost of repair and to be escalated to Local Authorities
14	Removal or destruction of Common Area plants/landscaping materials	Immediate	AED 1,000 and cost of repair & removal of the vendor for a period of 30 days or more.
15	Smoking within the MotorCity Community premises in unauthorised, against the rules or dangerous manner	Immediate	AED 2,000 to be escalated to Local Authorities
16	Tampering with the fire alarm system inside your own units or common areas	Immediate	AED 2,000 to be escalated to Local Authorities
17	Unauthorised alterations, additions, renovations of the unit inside or outside	Immediate	AED 2,000 and cost of repair
18	Unauthorised parking in a handicapped space	Immediate	AED 500 per incident. - Deactivation of the access card for a period of 30 days and to be escalated to Local Authorities
19	Vehicle maintenance, including oil changing or vehicle washing in Common Areas	Immediate	AED 1,000 per incident - and cost of repair and to be escalated to Local Authorities
20	Verbal or physical abuse of Residents, MotorCity Community Management employees, Its Service Providers or on site Vendors	Immediate	AED 1,000 per incident and to be escalated to Local Authorities
21	Violation of Security rules and Access Procedures	Immediate	AED 1,000 may be escalated to Local Authorities
22	Violation of the rules concerning the use of leisure facilities	Immediate	AED 200 – 1,000 per incident. Certain cases may be escalated to Local Authorities
23	Distribution of advertising and/or door to door solicitation without MotorCity Community Management approval	3 Working Days	AED 1,000 per incident and to be banned from the community for a period of one (1) month
24	Drying of laundry and storing of items on balcony/terrace In a way visible externally, (including but not limited to over hanging plants)	3 Working Days	AED 200 per day, per incident. To a maximum of 2,000
25	Failure to allow an inspection during or after unit modification or alteration	3 Working Days	AED 2,000 per incident and project halted
26	Failure to maintain pleasant appearance or safety aspects of unit/balcony/terrace	3 Working Days	AED 1,000 per incident



27	Keeping of recreational vehicles, unauthorised vehicles, watercrafts and accessories in the parking area	3 Working Days	AED 200 per day, per incident
28	Prohibited storage on balcony/patio	3 Working Days	AED 1,000 per occurrence
29	Use of recreational facilities during prohibited hours	3 Working Days	AED 400 per incident
30	Violating garbage disposal rules	3 Working Days	AED 200 per incident
31	Violation of privacy	3 Working Days	AED 500 per incident
32	Continued deviation after notice and failure to cure within specified time period	7 Working Days	AED 1,000 each month until violation is corrected
33	Continued non-compliance	7 Working Days	AED 1,000 each month until violation is corrected
34	Deviation from Master Developer & MotorCity Community Management approved plans	7 Working Days	AED 1,000 per incident
35	Failure to maintain Correct or Exclusive Use of the Common Area or unit as required	7 Working Days	AED 1,000 each month until violation is corrected
36	Failure to obtain necessary approval for any type of unit modification or alteration. Includes the commencement of work without prior Master Developer & MotorCity Community Management approval	7 Working Days	Cessation of project, AED 10,000 Municipality fine and removal of alteration if not approved. An additional AED 1,000 for each additional 30-day period until application is received.
37	Installation of Satellite Dish/Antennae	7 Working Days	AED 1,000 and removal of Satellite Dish/Antennae.
38	Non-compliance after specified time period	7 Working Days	AED 1,000 each month until violation is corrected
39	Modification to Exclusive Use Common Area/balconies/patios that interferes with normal operation/aesthetic/drainage	14 Working Days	AED 2,000 and cost of repair. per incident
40	Unauthorised or illegal use of a unit	14 Working Days	AED 2,000 per incident, to be escalated to Local Authorities

Unless otherwise specified above for a particular violation, the following fines may be imposed, after notice and hearing, for any violation of the Master Developer & MotorCity Community Management Governing Documents:

- a) First Violation: AED 500 (each)
- b) Second and Continuing Violation: AED 2,000 per month, per violation, until the violation(s) is cured, except as otherwise indicated.

A continuing violation is a violation that has never been rectified and continues to exist or a violation that is repeated after being rectified as a result of receipt of a notice and hearing.

The alleged violating member shall be given the notice and an opportunity to attend a hearing to address the Management company regarding the alleged continuing violation. The Management reserves the right, at any time during the enforcement process, to turn the violation matter over to legal counsel or the local authorities for enforcement via alternative dispute resolution and/or litigation.

**Schedule of Fines for Retail**  
**Applicable to Owners and Occupiers**

NO	TASK	VIOLATION	REMEDIAL PERIOD	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED	FINE FOR REPEATED VIOLATION UNLESS OTHERWISE STATED	GOVERNING AUTHORITY
1	MC	Retail outlets facade or workstation inadequately clean/maintained	Immediate/3 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
2	MC	Any HSE violation	Immediate/3 Days	AED 2,000	AED 2,000	Retail Tenancy Agreement & Master Community Rules
3	MC	Misuse of common area or any areas not allotted	Immediate	AED 500	AED 2,000	Retail Tenancy Agreement & Master Community Rules
4	MC	Fire Alarm Panel/Fire Fighting equipment disconnected or faulty	Immediate	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement & Master Community Rules
5	MC	Staff smoking or other General nuisance in common areas or Back Of House Areas	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
6	MC	Working on any merchandising without NOC during the day	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
7	MC	Blocking any fire exit/exits/ common/public areas	Immediate	AED 1,000	AED 2,000	Retail Tenancy Agreement & Master Community Rules
8	MC	Placing goods at height above permitted height approved by Local Regulations	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules

9	MC	Misuse of loading bay area	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
10	MC	Placing banners (or other items) outside of permitted lease line	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
11	MC	Any other violations related to the community handbook	Immediate	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement & Master Community Rules
12	MC	Violation of parking rules, road usage against use of commercial vehicles	Immediate	Local Authority	Local Authority and deactivation of Access Card/s	Retail Tenancy Agreement & Master Community Rules
13	MC	Improper trash management and dumping	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
14	MC	Damage to common area	3 Days	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement & Master Community Rules
15	MC	Shopfront design not approved by Retail or Community asset management	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
16	MC	Lack of adequate maintenance as per community retail standards	3 Days	Cost of appointing service provider to execute works + 15% admin fee	Cost of appointing service provider to execute works + 15% admin fee	Retail Tenancy Agreement & Master Community Rules
17	MC	Unauthorised storage of any materials	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules

18	OA	Unauthorised exterior attachment/alterations/adverts	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
19	OA	Out of date/non-appointment of any Vendor, with proof of schedules/PPM's (i.e. grease trap, duct cleaning, pest control)	7 Days	AED 500	AED 1,000	Retail Tenancy Agreement & Master Community Rules
20	OA	Damage/Misuse/Alteration of plant/back of house/common areas/telephone rooms/any structure/any asset	7 Days	AED 5,000	AED 20,000 Municipality fine + 2,000 Community Penalty	Retail Tenancy Agreement & Master Community Rules

The Master Developer & MotorCity Community Management reserves the right to change these terms and conditions at any time without prior notice.

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