

**marleypark.com User Agreement and Marley Park Access Card Agreement (collectively, the
“Resident Agreement”)**

Located at: 15210 W. Sweetwater Avenue, Surprise, AZ 85379

Phone: 623.466-8820

Email: mpca@dmbcommunitylife.com

Web site: www.marleypark.com

marleypark.com User Agreement

LAST REVISED: November 12, 2015

This is an agreement between you and Marley Park Community Association, Inc., an Arizona non-profit corporation (“MPCA”). In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Marley Park LLC and its affiliates Marley Park Phase I LLC and Marley Park Phase II LLC (collectively “MP”) including all of the rights granted to MP.

By clicking **“I agree to the terms”** below, you agree on behalf of yourself and all members and/or guests of your household, to accept and abide by all of the terms and conditions found in the User Agreement for use of marleypark.com Web Site (“Web Site”), as posted at www.marleypark.com and updated from time to time.

MPCA and/or MP may change, or add to, their respective terms and conditions at any time and reference to the term “User Agreement” includes any such changes or additions. New or revised terms and conditions will be posted on the Web Site and will be effective immediately upon posting. Your continued use of the Web Site will serve as your agreement to abide by all such new or revised terms and conditions. If at any time, any term or condition of this User Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Web Site. Access to the Web Site is conditioned upon each resident’s acceptance of the User Agreement.

1. The Web Site is for Marley Park residents and is designed to promote neighbor to neighbor interaction through an exclusive online Web Site. Only residents of Marley Park and MPCA’s authorized employees, representatives, agents or affiliates and its service providers may access the Web Site.
2. The Web Site and its content is intended for personal use only and it will be managed and operated by MPCA. All content published on the Web Site will be subject to review, modification, and or deletion by MPCA.
3. You are fully responsible for, and you agree to monitor and supervise, all use of the Web Site by guests and members of your household from your home or otherwise to ensure compliance with this User Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18 YEARS OF AGE. RESIDENTS UNDER 13 YEARS OLD MAY NOT ACCESS THE WEB SITE.
4. The Web Site provides access to information, software, photographs, audio, video, graphics, links and other material (collectively referred to as “Content”) that is legally protected by MPCA and/or others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Web Site.
5. MPCA has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Web Site, at any time for any reason

without prior notice or liability. MPCA may also change, suspend or discontinue all or any aspect of the Web Site at any time without prior notice or liability. In accordance with the Terms of Use for MP (in its sole discretion), has the right to immediately and without any prior notice to suspend or terminate your registration with or ability to access the Web Site and/or any other service provided to you by MP. The MPCA does not have the right to override or appeal this decision on a user's behalf and will abide by MP's decision in this regard.

6. Your privacy is important to MPCA and MP. The Privacy Statement is posted on the Website.

Marley Park™ Resident Access Agreement (“Agreement”)

LAST REVISED: **October 24, 2016**
ADOPTED: **November 9, 2016**
EFFECTIVE: **January 1, 2017**

The Heritage Club (“**The Club**”) and Heritage Pool House (“**Pool House**”) in the Marley Park Community, collectively referred to as (“**The Amenities**”), offer unique neighborhood opportunities for social gatherings, club meeting rooms, and a pool facility. The Club and Pool House are restricted for use by members of Marley Park Community Association, Inc. (“**MPCA**”) in good standing or their tenants, (collectively, the “**Residents**”) in accordance with the Community’s Governing Documents and this Agreement.

To ensure we all work together to respect these wonderful amenities, the MPCA management requests your understanding and cooperation in maintaining both your and our safety and health by reading and accepting the following Agreement and acknowledging your understanding of The Club and Pool House (“**Rules**”) prior to receiving your Access Cards (“**Card(s)**”) with built-in electronic authentication mechanisms. The terms of the Agreement, inclusive of the Rules set forth herein are subject to change from time to time, at the discretion of the MPCA.

1. The Amenities Resident Access Cards

The MPCA shall issue two (2) complimentary Cards to each household in good standing with the MPCA. The Card(s) may be used only by members of the household to which it is issued, guests and tenants pursuant to the Rules contained herein and will be revoked if used by any other user other than the household member to which the Card was issued. Cards are non-transferable and may not be sold, conveyed, or assigned, whether voluntarily or involuntarily.

Residents using The Amenities may be asked, at the discretion of the MPCA staff, to show valid identification. In the event that a Card is lost or stolen, the household to which it was issued shall immediately notify the MPCA, so that the account may be canceled and a new access number and Card issued. Replacement Cards may be purchased for \$25.00 each. A third Card may be purchased for \$25.00. A maximum number of three (3) Cards may be issued for each household.

All Cards are the property of the MPCA and must be surrendered to the MPCA upon termination of membership in the MPCA. Household members must carry the Card with them at all times while on The Amenities’ premises.

If an Owner’s MPCA account falls delinquent, access to The Amenities shall be suspended pending receipt of full payment (inclusive of any late, collection and legal fees) to bring the Owner’s account current (regardless of whether a Resident’s home is currently occupied by tenants in possession of the Card) in accordance with the MPCA Delinquency Policy. If an Owner’s account has an outstanding compliance issue, access may be suspended in accordance with the MPCA Noncompliance Enforcement Guidelines. Individuals in violation of this Agreement, the Rules, or whose conduct or demeanor interferes with the operation or use and enjoyment of The Amenities by other Residents or is otherwise deemed inappropriate by the MPCA staff or volunteers may be asked to leave, and may have their privileges to use The Amenities suspended in accordance with the Noncompliance Enforcement Guidelines.

Access to The Amenities is available only to Residents. Owners who lease their homes automatically transfer their rights to access The Amenities to the tenant(s) residing in the home in accordance with the Community Charter for Marley Park, Section 15.1.

2. Hours of Operation

The Amenities shall be open on the days and during the hours which the MPCA may establish from time to time in accordance with the current Rules. All or portions of The Amenities may be closed for scheduled and unforeseen maintenance repairs, unforeseen events or inclement weather and the MPCA may restrict or reserve the use of The Amenities from time to time. No

individual shall remain on or enter the premises before or after the hours of operation or in times of closure unless approved by MPCA staff in advance. Anyone found at The Amenities outside of operating hours is considered to be trespassing in accordance with A.R.S § 13-1503.

3. Food and Beverage Services

Food and beverages, including alcohol, may **only** be consumed on the premises where the Amenities are located in designated areas and must be in approved containers. No glass of any kind is permitted within The Amenities, including bottles, ceramic/glass serving dishes, etc. The MPCA may require additional insurance coverage from Residents who serve alcohol on the premises where The Amenities are located. Liquor sales are not permitted within The Amenities. Food, candy, gum, and beverages are not permitted at any time within the pool and must remain a minimum of four (4) feet from the water's edge.

4. Advertisements and Solicitations

No person shall originate, solicit, circulate, or post commercial advertisements or petitions within the Heritage Club and Heritage Pool House premises or use the MPCA resident roster without the express prior written approval of the MPCA, including during use of private room reservations. The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations are not allowed unless prior written approval has been obtained from the MPCA and are done in strict compliance with all applicable laws.

5. Children

Due to health and safety concerns, children under 14 years of age must be accompanied and supervised by a responsible adult (18 years of age or older) at all times within The Amenities. Any person who brings a child to The Amenities is responsible for the child's conduct and safety while on the premises.

6. Attire

All persons using The Amenities shall dress in a fashion befitting the surroundings and atmosphere of a family-friendly community setting. Shirts, bottoms and shoes shall be worn at all times on The Amenities' premises; this rule does not apply to The Amenities' pools or exterior restrooms. However, appropriate pool attire is required in the pool areas.

7. Animals

Dogs or other animals (other than assistive animals for persons requiring assistance) are not permitted on any portion of The Amenities' premises, except under special circumstances when authorized by the MPCA or as permitted by law. Under such limited, approved circumstances, any person who brings an animal onto The Amenities' premises is responsible for any damage caused by the animal and shall clean up after the animal immediately, as needed. Animals are prohibited from entering the pool(s) at The Amenities, unless otherwise permitted in accordance with applicable laws.

8. The Amenities' Property and Conduct

No person shall move or remove any of The Amenities' property and/or furniture from the premises or the area in which it belongs without express permission of the MPCA. All guests are expected to comply with The Amenities' Rules and all other policies established by the MPCA, and respond to MPCA staff/volunteer directions at all times. The sponsoring Resident (e.g., the Owner/Member and tenant) is responsible for the conduct of his or her household and guests while on The Amenities' premises. Illegal activities e.g., gambling, drugs, etc. are prohibited.

Personal belongings brought to The Amenities are the responsibility of Residents and their guests. The MPCA does not assume responsibility for any lost or stolen items, including any items left in a "lost and found" location. Residents and their guests are responsible for securing

their personal items. In the event a personal item is stolen, Residents and their guests are encouraged to file a police report with the City of Surprise police department.

9. Smoking

The Amenities are tobacco, drug and smoke-free facilities. This includes use of e-cigarettes, marijuana products, chewing tobacco and hookahs. There are no exceptions in the exterior or interior of The Amenities. City of Surprise ordinance states that smokers must be 20 feet away from any building entrance.

10. Fireworks

Absolutely no fireworks or other pyrotechnic exhibitions are permitted anywhere on The Amenities' premises except as part of a fireworks exhibit organized and conducted by the MPCA.

11. Weapons

No firearms or other weapons of any kind are permitted on The Amenities' premises at any time. This prohibition includes concealed weapons regardless of an individual possessing a permit to carry a weapon concealed or otherwise in accordance with A.R.S § 13-3101.

12. Non-Discrimination Policy

MPCA team members shall not discriminate against any individual because of the individual's race, religion, creed, color, sex, national origin, age, physical disability, or marital status.

13. The Amenities' Facility Rental Reservations for Private Events and Cancellations

Please see the separate Facility Use Policies and Agreement available on marleypark.com for a complete list of facility use and reservation policies.

14. Guests

The Amenities are for use by Marley Park Residents and their guests only. Unless otherwise approved by the MPCA in advance, each household may sponsor a maximum of four (4) guests, which includes adults and children per household for use of The Amenities.

All guests must be accompanied and supervised by the sponsoring Resident at all times while on The Amenities' premises. Enforcement of this policy is at the sole discretion of the MPCA staff. Residents are responsible for the conduct of their guests and guests must adhere to the same policies and expected behaviors in accordance with this Agreement at all times.

15. The Amenities' Pool Specific Rules

- (a) **There is no lifeguard on duty at the pool(s).** Residents swim at their own risk. The pool facilities are provided for the health and personal enjoyment of all Residents. All Residents and their limited authorized guests using the facilities do so at their own risk and hold owners and MPCA harmless in the event of injury. Swimming alone is dangerous and discouraged. No one under the influence of drugs or intoxicated shall be permitted to use the pool.
- (b) Keep gates closed; do not prop open. Be sure gate is locked behind you when entering or leaving the pool areas.
- (c) Use caution around pools at all times.
- (d) Goggles or swim masks with glass lenses are not permitted.

- (e) All children not yet toilet trained must wear a swim diaper and rubber pants before entering the pool – **no exceptions!**
- (f) For the safety and health of others and in accordance with Maricopa County Environmental Health Code, if incontinent, wear tight fitting rubber or plastic pants or a swim diaper. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or bodily infections or cuts shall be excluded from the pool.
- (g) Those wishing to swim must shower, use the toilet and remove oils and lotions before entering the pool(s).
- (h) No diving, flipping, running, pushing, horseplay, or throwing people or objects into the pool is allowed. Spitting, spouting water, blowing noses or discharging bodily wastes into the pool(s) is strictly prohibited.
- (i) Noise must be kept at respectful levels, and noise content appropriate for a community setting and befitting of the surroundings and atmosphere of the Amenities.
- (j) No bicycles, tricycles, skateboards, etc. are allowed in the pool areas at any time. No glass objects are allowed in or around the pool area at any time, including goggles with glass lenses, bottles, etc.
- (k) Pool play equipment including sunbathing mattresses, kick boards, fun noodles, footballs, beach balls, water guns, water balloons, etc. are not permitted at any time. From time to time, the MPCA may provide play equipment for special events. Be considerate of other swimmers.
- (l) Only U.S. Coast Guard-approved (types I, II, III) personal flotation devices (“**PFDs**”) are permitted in and around the pool areas.
- (m) Observe all safety regulations. Safety equipment is to be used only in the event of an emergency.
- (n) Furniture is to be used only as designed – no stacking, standing on, building or playing with the furniture will be permitted. Furniture shall not be removed from its original location or placed in the pool.
- (o) For your safety, management may close the pools and ask all persons to vacate The Amenities at any time deemed necessary. Private party reservations and/or other community-wide events taking place at The Amenities are subject to immediate postponement or cancellation due to unforeseen maintenance situations and conditions in instances including, but not limited to, severe weather conditions, cloudiness arising from such storms, situations that require pool closure such as bodily function incidents, or other unforeseen situations as required by Maricopa County Environmental Health Code.
- (p) Pool users shall obey all posted Pool Rules at all times, which are subject to change. The MPCA has the authority and obligation to enforce pool rules and supervise the general conduct of pool users. The MPCA may require persons who violate the pool rules, engage in inappropriate conduct, vandalize MPCA property, enter without proper use of an assigned Card (e.g., climbing the fence or other improper behavior), standing or climbing on buildings or equipment, or using inappropriate behavior as determined by MPCA staff or volunteers, may be asked to leave The Amenities’ premises immediately and may have their access privileges suspended in accordance with the MPCA Noncompliance Enforcement Policy.
- (q) The MPCA reserves the right to change the Rules at any time.

16. After Hours Contact Information

In the event of an emergency when life threatening or property damage may be involved, please

call 9-1-1 immediately. Report dangerous or criminal activity to the Surprise Police Department at 623.222.4000. To report urgent facility concerns, relay the message to 1.866.842.7570. If your Card(s) is not working, you must contact the MPCA during regular business hours at 623.466.8820 or communityassociation@marleypark.com.

17. Video Surveillance

Video surveillance is in use in public spaces at The Amenities at all times solely to document incidents of vandalism and are not monitored to ensure the safety of residents or guests. Videos are recordings only and may be reviewed and used by the MPCA and/or police department to address rule violations, behavior concerns, or illegal activity. Video recordings will not be released to Residents or their guests. Marley Park Incident Report forms are available from a MPCA staff member and should be completed in all instances of a concern. A police report should be filed for all dangerous or criminal activity occurring at The Amenities with a copy provided to MPCA staff as soon as possible.

18. Right to Refuse Service

The MPCA has the right to refuse service or revoke access privileges to any Resident or guest who is not following rules, unreasonably rowdy or disturbing the use and enjoyment of others, including staff and volunteers.

By signing below, I acknowledge that I have read and understand this Agreement.