

ALAMAR RESIDENT AGREEMENT

WEBSITE USER AGREEMENT & ALAMAR AMENITIES RESIDENT ACCESS AGREEMENT
(COLLECTIVELY, THE "RESIDENT AGREEMENT")

WEBSITE USER AGREEMENT

residents.liveatalamar.com

Last Updated: October 5, 2020

This is an agreement between you and Alamar Community Association, Inc. (ACA), an Arizona non-profit organization. In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Brookfield Properties including all of the rights granted to Alamar.

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 residents.liveatalamar.com Web Site ("Web Site"), as posted at residents.liveatalamar.com and updated from time to time.

ACA and/or Alamar 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 Alamar residents and is designed to promote neighbor to neighbor interaction through an exclusive online Web Site. Only residents of Alamar and ACA'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 ACA. All content published on the Web Site will be subject to review, modification, and or deletion by ACA.
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 ACA 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. ACA 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. ACA 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 Alamar (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 Alamar. The ACA does not have the right to override or appeal this decision on a user's behalf and will abide by Alamar's decision in this regard.
6. Your privacy is important to ACA and Alamar. The Privacy Statement is posted on the Web Site.

ALAMAR AMENITIES RESIDENT ACCESS AGREEMENT

Last Updated: March 17, 2021

The Alamar community amenity, known as Hay Moon Park & Hay Moon Pool, which are collectively referred to herein as (the Amenities,) offer unique opportunities for social gatherings, pool activities and as a recreational area for residents and their accompanied guests. The Amenities are restricted for use by members in good standing, or their tenants, of the Alamar Community Association, Inc. (singularly, a "Resident" and collectively, the "Residents") and up to four (4) invited accompanied guests per household, who are at any time accompanied by a bona fide Resident in accordance with the Alamar Community's Governing Documents and this Agreement.

To ensure we all work together respecting these wonderful Amenities, management (herein referred to collectively as the Community Life team, ("CL") of Alamar Community Association, Inc., an Arizona nonprofit corporation (the "Community Association"), requests your understanding and cooperation in order to maintain your health and safety, as well as ours, by reading and accepting this Agreement and acknowledging your understanding of these Amenities Guidelines. Your acknowledgement of this Agreement is required prior to your receiving your access cards with built-in electronic authentication mechanisms. The terms of the Agreement, inclusive of the Amenities Guidelines set forth herein, are subject to change from time to time, at the discretion of the CL Team and with approval from the Alamar Community Association Board of Directors.

1. Resident Access to Alamar Amenities

The Community Association shall issue two (2) complimentary mobile passes (the "Passes") to each household that is in good standing with the Community Association. Access to the Amenities is available to Residents residing in the Community within Alamar and their invited accompanied guests. Passes are non-transferable and may not be sold, conveyed, or assigned, whether voluntarily or involuntarily. Owners who lease their homes automatically transfer their rights to access the Amenities to the tenant(s) residing in their home. The Passes may only be used by members of the household to which it is issued, as well as tenants pursuant to the Amenities Guidelines contained herein and will be revoked if used by any person(s) other than the household member(s) to which the Passes were issued. Residents using the Amenities may be asked, at the discretion of the CL Team, to show valid identification prior to being allowed to access the Amenities. Passes must be carried at all times while using the Amenities. In the event that Passes are lost or stolen, the household to which it was issued shall immediately notify the Community Association so that the pass(s) may be deactivated, and a Pass is issued. Replacement Passes may be purchased for \$35 each. A maximum number of three (3) Passes may be issued to each household.

If the owner of the Passes account falls delinquent, access will 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 or not a Resident's home is currently occupied by tenants in possession of the

Pass. If an owner's or Resident's account has an outstanding compliance issue, access will be suspended until the property is brought into compliance with community standards. If an owner or tenant violates any terms contained within this Agreement, the issued Passes may be deactivated in accordance with the Noncompliance Enforcement Guidelines. Owner may request the opportunity to be heard on the subject of the violation(s) of this Agreement or Amenities Guidelines contained herein, per Chapter 9 of the Community Charter and Section 3.10 of the Community Association's Bylaws.

2. Hours of Operation

The Amenities shall be open on the days, and during the hours, that are posted on the Alamar resident web portal and as outlined in the Agreement. Portions of the Amenities may be closed for scheduled or unforeseen maintenance, repairs, or other unforeseen events, and the CL Team may restrict or reserve the use of the Amenities from time to time. No individual shall have access to the Amenities before or after the hours of operation unless approved in advance by the CL Team. Anyone found at The Amenities outside of operating hours are considered to be trespassing in accordance with A.R.S § 13-1503.

3. Food and Beverage

Food and beverages, including alcohol, may be enjoyed within the premises of the Amenities in designated areas only and in approved containers. No glass of any kind is permitted within the Amenities. 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, petitions or originate sales within the premises where the Amenities are located or use the Community Association's resident roster without the express, prior-written approval of the Community Association. 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 Community Association and are done in strict compliance with all applicable laws.

5. Children

Due to health and safety concerns, children under the age of 14 years must be accompanied, and supervised, by an adult (18 years of age or older) at all times within Hay Moon Park community amenity and pool areas. Any person who brings a child to the Amenities is responsible for the child's conduct and safety while on the premises where the Amenities are located.

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 always worn within the Amenities; however, this rule does not apply to the swimming pool area. Appropriate pool attire is required in the pool areas.

7. Animals

No dogs or other pets (other than assistive animals) are permitted on any portion of the premises where the Amenities are located except under special circumstances and only when authorized by the Community Association or as required by law. Under such limited-approved circumstances, any person who brings an animal onto the premises where the Amenities are located is responsible for any damage caused by the animal and shall immediately clean up after said animal. Animals are prohibited from entering the pool.

8. The 'Amenities' Property and Conduct

No person shall remove any property, furniture or equipment belonging to, or relating to, the Amenities from the premises, or the area in which it belongs, without express permission of the CL Team. All accompanied guests are expected to comply with the Amenities Guidelines, and all other policies established by the Community Association, and respond to the CL Team's, staff, or its 'volunteers', directions at all times. The sponsoring Resident, or designee, is responsible for the conduct of his or her accompanied guests while accessing the Amenities. Any Resident or accompanied guest who, in the reasonable determination of the CL Team, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from users of the Amenities, may be asked to forfeit his or her privileges and leave the premises where the Amenities are located immediately. Any violation, including disruptive or inappropriate behavior by Residents, or their accompanied guests, to fellow Residents and their accompanied guests, to staff or to volunteers, may have their access to the amenity revoked in accordance with the Noncompliance Enforcement Guidelines.

Personal belongings brought to The Amenities are the responsibility of Residents and their accompanied guests. The CL Team does not assume responsibility for any lost or stolen items, including any items left in a lost and found location. Residents and their accompanied guests are responsible for securing their personal items. In the event a personal item is stolen, Residents and their accompanied guests are encouraged to file a police report with the City of Avondale police department.

9. Smoking

The premises where the Amenities are located are non-smoking facilities. There are no exceptions made to either the exterior or interior of the premises where the Amenities are located. This includes smokeless tobacco and vapor cigarettes. Current City of Avondale ordinance states that smokers must be a minimum of twenty (20) feet away from any entrance to any building.

10. Fireworks

Absolutely no fireworks or other pyrotechnic exhibitions are permitted anywhere on the premises except as part of a fireworks display organized and conducted by the CL Team.

11. Weapons

No firearms or other weapons of any kind are permitted on the premises where the Amenities are located at any time. This mandate includes concealed weapons regardless of an individual possessing a permit to carry per A.R.S. § 13-1502 and A.R.S. § 13-1503.

12. Non-Discrimination Policy

The CL 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. Residents are also held to the same standard and are expected to treat all other residents and CL Team Members with kindness and respect.

13. Guests

The Amenities are for use by Residents of the Alamar Community and their accompanied guests only. Unless otherwise approved by the Community Association, or its staff, in advance, each household may sponsor a maximum of four (4) accompanied guests per household, which includes adults and children, for the use of the Amenities. Enforcement of this policy is at the sole discretion of the CL Team. Residents are responsible for their accompanied guests' conduct and accompanied guests must adhere to the same policies and expected behaviors in accordance with this Agreement at all times.

14. The 'Amenities' Pool Specific Rules

- (a) There is no lifeguard on duty in the pool areas, and therefore, Residents swim at their own risk. The pool facilities are provided for the personal enjoyment of all Residents. All Residents and their authorized accompanied guests using the facilities do so at their own risk and thereby hold the Alamar Community Association, Inc., DMB Community Life, Inc., Brookfield Lakin LLC, City of Avondale, Empire West Title Agency, LLC d/b/a Thomas Title & Escrow and their respective directors, officers, managers, trustees, agents, employees, and volunteers of each of the preceding (collectively, the "Community Association Affiliated Entities") harmless in the event of an injury.
- (b) Swimming alone is dangerous and discouraged. No one under the influence of alcohol or illegal/controlled substances shall be permitted to use the pool.
- (c) Operation of the pool lift(s) is the primary responsibility of the user or his/her caregiver.
- (d) Pool amenity hours are posted on the Alamar resident web portal and vary seasonally. Hours are subject to change without notice per Section 2 above.
- (e) Use caution around the pool areas at all times.
- (f) Children under 14 years of age must always be escorted by an adult (at least 18 years of age or older) while accessing and enjoying the Amenities. Children over the age of 14 may not host accompanied guests in the Amenity.
- (g) Only U.S. Coast Guard-approved (types I, II, III) personal floatation devices ("PFD's") are permitted in and around the pool areas. Infant "pool floats" may, at the discretion of the CL Team, be permitted. It is the sole responsibility of parent and/or guardian to supervise toddlers to ensure safe play.
- (h) Proper swimming attire is required. All children under the age of three (3) must wear a swim diaper and tight-fitting plastic or rubber pants before entering the pool - no exceptions. Older children who are not yet toilet trained must also adhere to this rule.
- (i) Those wishing to swim must shower and remove any oils and lotions before entering the pool(s).
- (j) No running, pushing or horseplay is allowed in the pool areas. Spitting, spouting water, blowing noses, or discharging bodily wastes into the pool(s) is strictly prohibited.
- (k) No diving is permitted at any time.
- (l) No glass objects are allowed in or around the pool areas at any time, including goggles with glass lenses, bottles, etc.
- (m) 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.

- (n) Personal music that is audible to others is not permitted. Residents who wish to enjoy their own selection of music must do so using personal headphones.
- (o) Pulling, standing, or jumping on property belonging to the Community Association within the pool areas is not permitted.
- (p) No bicycles, tricycles, skateboards, hover boards, etc. are allowed in the pool areas at any time.
- (q) Safety equipment is to be used only in the event of an emergency.
- (r) Be sure the pool access gate is locked behind you when entering or leaving the pool areas. If a pool gate is propped open, access privileges may be suspended.
- (s) For the health and safety of all Residents, personal pool play equipment, including sunbathing mattresses, kick boards, fun noodles, footballs, beach balls, water guns, water balloons, face masks, etc. are not permitted at any time. From time to time, the Community Association may provide play equipment for special events. All personal items are to be removed when leaving the pool areas.
- (t) 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 placed in the pool.
- (u) Fire tables are for the enjoyment of all Residents. Burning of foreign objects or materials is not permitted.
- (v) Pool users must obey all posted Pool Rules, which are subject to change. The Community Association and its staff have the authority and obligation to enforce the Pool Rules and supervise the general conduct of pool users. The Community Association, or its staff, may require persons who violate the Pool Rules, or who engage in inappropriate conduct in the pool area, to immediately leave the premises where the Amenities are located and may have their Access privileges suspended in accordance with the Noncompliance Enforcement Guidelines.
- (w) Illegal activities (e.g., gambling, drugs, etc.) are prohibited.
- (x) Any Resident who by his/her conduct and/or demeanor interferes with the use and enjoyment of the Amenities by other Residents, or interferes with the orderly maintenance, safety and operation of the Amenities, may have their access to use of the Amenities suspended or revoked.

16. After Hours Contact Information

In the event of a life-threatening emergency, please call 9-1-1 immediately. Report dangerous or criminal activity to the City of Avondale Police Department at (623) 333-7000. To report urgent concerns relating to the Amenities, relay your message to the after-hours answering service by calling (623) 742-1616. If your Passes are not working, you must contact the Community Association during regular business hours at (602) 767-7250 or alarmar@dmbcommunitylife.com.

17. Video Surveillance

Video surveillance is in use in public spaces at The Amenity at all times solely to document incidents of vandalism and are not monitored to ensure the safety of residents or accompanied guests. Videos are recordings only and may be reviewed and used by the Community Association, or its staff and/or police department to address rule violations, behavior concerns, or illegal activity. Video recordings will not be released to Residents or their accompanied guests. Alamar Incident Report forms are available from a CL team 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 Amenity with a copy provided to Community Association or CL Team as soon as possible.

18. Right to Refuse Service

The Community Association and its staff have the right to refuse service, suspend or revoke access privileges to any Resident, or accompanied guests, who is not following the rules, who are unreasonably rowdy or who are disturbing the use and enjoyment of others, including staff and volunteers. Notwithstanding anything contained herein to the contrary, the Community Association and its staff have the right to suspend or revoke access privileges to any owner, Resident, accompanied guests or permittee at any time and for any length of time if they determine, in their sole and absolute discretion, that it is necessary and appropriate to do so under the circumstances then existing and if it is authorized by the governing documents of the Alamar Community and the Amenities Guidelines.

19. Right to Amend Rules

The terms of the Agreement, inclusive of the Amenities Guidelines set forth herein are subject to change from time to time, at the discretion of the Community Association.

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