



**EXHIBIT "M"**  
**TRASH RESTRICTIONS**

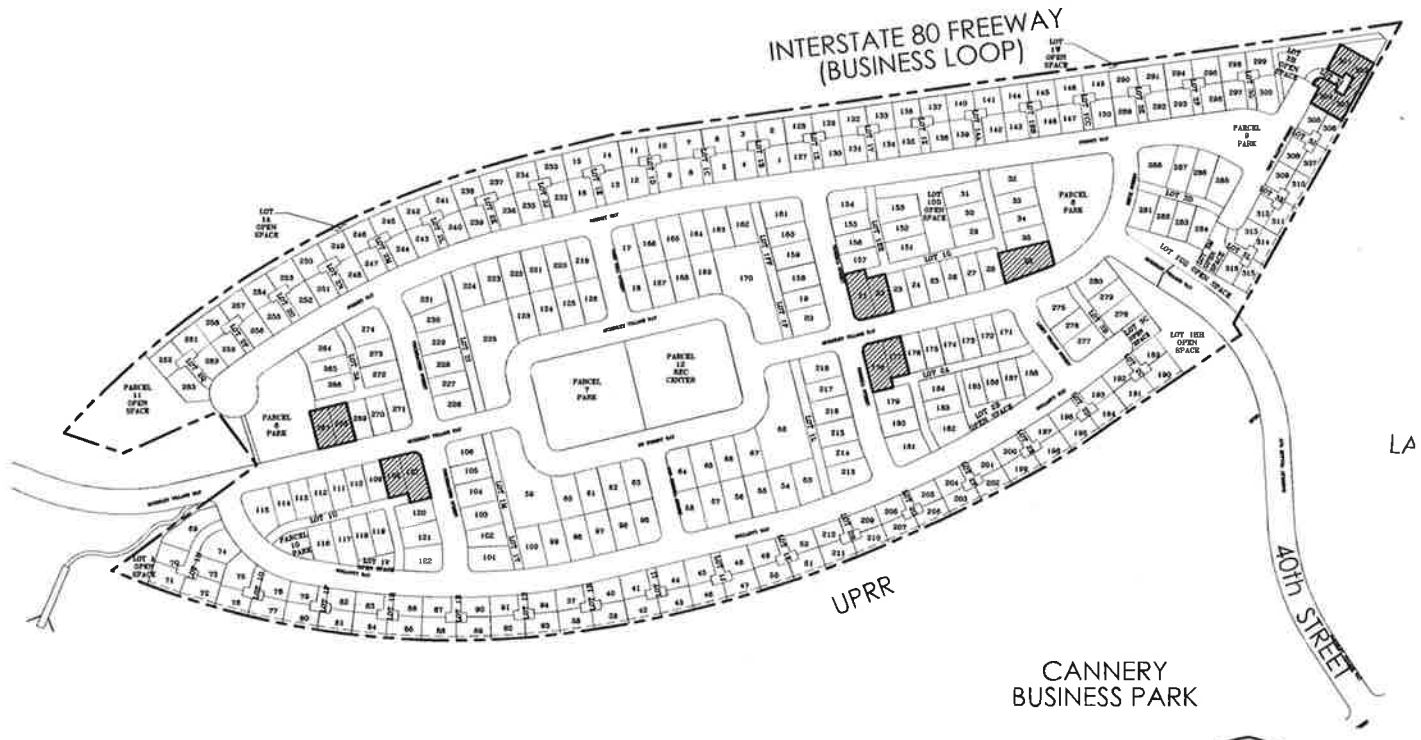
**EXHIBIT M**  
**TRASH RESTRICTIONS**  
 CITY OF SACRAMENTO, CALIFORNIA  
 NOVEMBER 2015  
 PAGE 1 OF 2

**SUTTER'S LANDING  
 REGIONAL PARK (SLRP)**

**LEGEND**

-  TRASH RESTRICTED HOMES\*
-  PROJECT BOUNDARY
-  ASSESSOR'S PARCEL BOUNDARY

\*SEE PAGE 2 OF 2 OF RESTRICTIONS



NOT TO SCALE

  
**WOOD RODGERS**  
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
 3301 C St, Bldg. 100-B Tel 916.341.7760  
 Sacramento, CA 95816 Fax 916.341.7767

3/1/2006 - 11:52 AM - sacramento@woodrogers.com, Wood Rodgers, 3301 C Street, Sacramento, CA 95816, 916.341.7760, 916.341.7767



**EXHIBIT "N"**

**FORM OF ENTRY AND USE LICENSE**

## ENTRY AND USE LICENSE

This Entry and Use License ("**Agreement**") is entered into on \_\_\_\_\_, 201\_\_ ("**Effective Date**") by MCKINLEY VILLAGE COMMUNITY ASSOCIATION, a California nonprofit corporation ("**Licensor**") and the individual(s) signing this Agreement as "**Licensee**" below. Licensor and Licensee may be collectively referred to herein as the "**Parties**" and individually as a "**Party.**"

### P R E A M B L E:

A. Licensee owns the residence located at \_\_\_\_\_, Sacramento, California ("**Residence**"). Licensee has requested that Licensee be permitted to access and use the recreation center located on Parcel 12 as shown on the Master Parcel Map of McKinley Village, Subdivision No. P08-086.1, Filed in Book 224, Page 0003, of Maps, in the Office of the Sacramento County Recorder ("**Recreation Center**"), in the master planned community known as "McKinley Village" ("**Community**"), so long as Licensee satisfies the conditions to access and use of the Recreation Center as set forth in this Agreement.

B. The Community is subject to that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McKinley Village, recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in Official Records of Sacramento County, California ("**Declaration**").

C. Licensor is the homeowners association formed in connection with the Community to own, operate and maintain the "Master Association Property" defined in the Declaration, including the Recreation Center.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement and in consideration of payment of the "Use Fee" set forth in Section 2 below, Licensor hereby grants to Licensee and Licensee's family and guests (collectively, "**Licensee Parties**") a revocable temporary license ("**License**") for access, ingress and egress to and for use and enjoyment of the Recreation Center. Without limiting the generality of the foregoing, "Licensee Parties" shall exclude any tenants of Licensee and shall be subject to the guest limitations and other restrictions set forth in the Rules and Regulations attached hereto as **Exhibit "1"**. With the exception of the right of the Licensee Parties to use the Recreation Center, this Agreement shall not be construed so as to create any rights in any Licensee Parties other than Licensee nor shall any other Licensee Parties be considered parties to this Agreement or have any independent right to enforce this Agreement.

2. **User Application Fee; Monthly Use Fee.** As consideration for the grant of the License, concurrently with the execution of this Agreement Licensee shall pay to Licensor a user application fee in the amount of Seven Hundred Fifty Dollars (\$750.00) ("**Application Fee**"), which shall be completely non-refundable and payable in the manner required by Licensor. The Application Fee may be adjusted by Licensor from time to time by any increase in the reasonable

costs incurred by Licensor to process Entry and Use License applications for the use of the Recreation Center. On the first (1st) day of each calendar month during the "Term" as defined below, ("**Due Date**"), Licensee shall pay to Licensor in advance the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("**Use Fee**") for use of the Recreation Center for such calendar month, which amount shall be automatically deducted from Licensee's credit card or debit card. Concurrently with the execution of this Agreement, Licensee shall provide Licensor with Licensee's credit card or debit card information. If there are any changes to such credit card or debit card information, Licensee agrees to inform Licensor of such changes no later than the Due Date of the applicable month. By execution of this Agreement, Licensee hereby authorizes Licensor to charge during the Term Licensee's credit card or debit card the monthly Use Fee to be payable by Licensee pursuant to this Agreement. The Use Fee for the first (1st) month shall be prorated as of the Effective Date based upon a thirty (30) day month. The Use Fee shall be adjusted for each fiscal year of Licensor by any increase in the costs of maintenance of the Recreation Center, including without limitation any increase in maintenance, reserve, administration and insurance costs. Subject to any delays caused by the failure of Licensor to timely charge Licensee's credit card or debit card, if any monthly installment of the Use Fee cannot be charged to Licensee's credit card or debit card by that date that is five (5) days after the Due Date, this Agreement will automatically terminate and Licensor shall, without notice to the Licensee, be entitled to terminate any access codes or devices provided to Licensee and physically prevent Licensee and the Licensee Parties from having access to all or any portion of the Recreation Center.

3. **Security Deposit.** A security deposit in an amount equal to \_\_\_\_\_ (\_\_\_\_) monthly installments of the Use Fee ("**Security Deposit**") and payable in the manner required by Licensor, shall be paid by Licensee to Licensor concurrently with Licensee's execution of this Agreement. The Security Deposit shall be held by Licensor, without liability for interest, as partial security for the full and faithful performance by Licensee of all the terms, covenants, and conditions of this Agreement to be performed by Licensee, including without limitation those relating to the payment of the Use Fee and other amounts payable by Licensee hereunder. Licensor may commingle the Security Deposit and shall not be required to keep it separate from its general funds. In the event of the failure of Licensee to abide by any of the terms, covenants and conditions of this Agreement, Licensor, at its option, may use any amount of the Security Deposit to compensate Licensor for any loss or damage sustained or suffered due to such failure by Licensee. Licensee shall, upon the written demand of Licensor, immediately remit to Licensor a sufficient amount, in a manner required by Licensor, to restore the Security Deposit to the original sum deposited. Should Licensee comply with all of the terms, covenants and conditions of this Agreement and promptly pay when due each installment of the Use Fee and all other sums payable by Licensee to Licensor hereunder, the Security Deposit will be returned in full to Licensee within thirty (30) days following the termination of the License.

4. **Term of License; Termination.** The term of the License ("**Term**") shall commence on the Effective Date and continue until the first to occur of any of the following events: (a) Licensee no longer owns the Residence (in which case this Agreement shall terminate automatically and immediately); (b) Licensee continues to own the Residence but leases all or any portion of the Residence to a tenant; (c) Licensee fails to pay the Use Fee as provided above; (d) Licensee defaults under any of its other obligations under this Agreement and Licensee fails to cure such default within seven (7) days after receipt of written notice from Licensor specifying the nature of such default; provided, however, that such right to cure shall

not apply to Licensee's failure to pay any amount due hereunder, including without limitation the Use Fee, or any violation of the "Restrictions" defined below resulting in substantial damage to property and injuries to persons; or (e) Licensee delivers to Licensor thirty (30) days advance written notice of its election, in its sole and absolute discretion, to terminate this License, provided that no termination of this Agreement shall relieve Licensee from any of its obligations under Section 7 below.

5. **Access Device.** In addition to the Use Fee, Licensor shall be entitled to charge Licensee, in a manner determined by Licensor, for Licensor's cost of any key, card or other access device provided to Licensee to allow Licensee to gain access to all or any portion of the Recreation Center ("**Access Device**") and for any replacements thereof requested by Licensee. Licensor, in its sole and absolute discretion shall, from time to time, be entitled to change Access Devices, codes or method of access to the Recreation Center. Licensor, in its sole and absolute discretion, may decline to provide access to the Recreation Center and Access Device(s) to Licensee if Licensee or such Licensee Party violates any of the "Restrictions" (as defined below). Notwithstanding the foregoing, no more than two (2) Access Devices will be provided to Licensee and Licensor reserves the right, with or without notice to Licensee, to change such Access Devices from time to time.

6. **Compliance with Restrictions and Laws.** Licensee acknowledges and agrees that the use of the Recreation Center by Licensee or any of the Licensee Parties shall be subject to any and all restrictions, requirements and limitations adopted by Licensor in its sole and absolute discretion from time to time, including without limitation the Rules and Regulations attached hereto as **Exhibit "I"**, as they may be amended from time to time by Licensor (collectively, the "**Restrictions**"). While at the Recreation Center, Licensee will comply and will cause all Licensee Parties to comply with all Restrictions and applicable governmental or quasi-governmental laws, rules, regulations, codes, statutes and conditions. Licensee shall be responsible for any damage done to the Recreation Center and any facilities, fixtures and improvements therein, and any other portion of the Community and/or injuries to persons caused by Licensee or any of the Licensee Parties.

7. **Indemnity.** Licensee hereby agrees to indemnify, defend and hold Licensor and Licensor's employees, officers, directors, shareholders, agents, professional consultants and representatives (collectively, "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to reasonable attorneys' fees and costs of court) of any kind or character to any person or property (collectively, "**Claims**") arising from or caused by (a) the use of the Recreation Center by Licensee and/or the Licensee Parties, (b) the negligence or willful misconduct of Licensee or any Licensee Parties, (c) any violation by Licensee or any Licensee Parties of any law or Restrictions and (d) any breach by Licensee of any provision of this Agreement.

8. **Attorneys' Fees.** In the event of a dispute between the Parties, the prevailing party in any legal action ("**Action**") shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "prevailing party" as used herein includes, without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who



obtains substantially the relief it has sought or (c) against whom an Action is dismissed (with or without prejudice).

9. **Arbitration.** Any controversy or claim arising out of or relating to this License and which could be litigated in a court of law shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Sacramento County, California and shall be governed by the laws of the State of California, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs as further set forth in Section 8 above. The award shall be in writing, shall be signed by the arbitrator and shall include a statement setting forth the findings of fact and conclusions of law supporting the disposition of any claim, not to exceed a page limit determined by the parties to such dispute.

10. **Notices.** Any notice to be given or other document to be delivered by any Party to the other hereunder, and any payments from Licensee to Licensor, may be delivered in person to an officer of any Party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the Party for whom intended, as follows:

**Licensor:** McKinley Village Community Association  
c/o The New Home Company  
2220 Douglas Blvd., Suite 240  
Roseville, California 95661  
Tel: \_\_\_\_\_

**Licensee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_

Any Party hereto may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by mail, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt or first attempted delivery (if delivery is refused) at the address listed above.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby

superseded and merged herein. This Agreement shall be construed as though prepared jointly by both Parties. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Licensor warrants and represents that the it has full right and authority to enter into this Agreement and that Licensor does not require the consent or permission of any other person, firm or corporation to enable Licensor to enter into this Agreement. This Agreement may be executed in counterparts which when combined shall constitute a single document.

***[SIGNATURES ON FOLLOWING PAGE]***

***[SIGNATURE PAGE TO  
ENTRY AND USE LICENSE]***

**Licensor:**

MCKINLEY VILLAGE COMMUNITY  
ASSOCIATION, a California nonprofit  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Licensee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "1"**  
**RULES AND REGULATIONS**

**EXHIBIT "O"**

**DEPICTION OF ELIGIBLE AREA**








**EXHIBIT "P"**

**SIDEYARD EASEMENT AREAS IN FIRST SUBDIVISION**

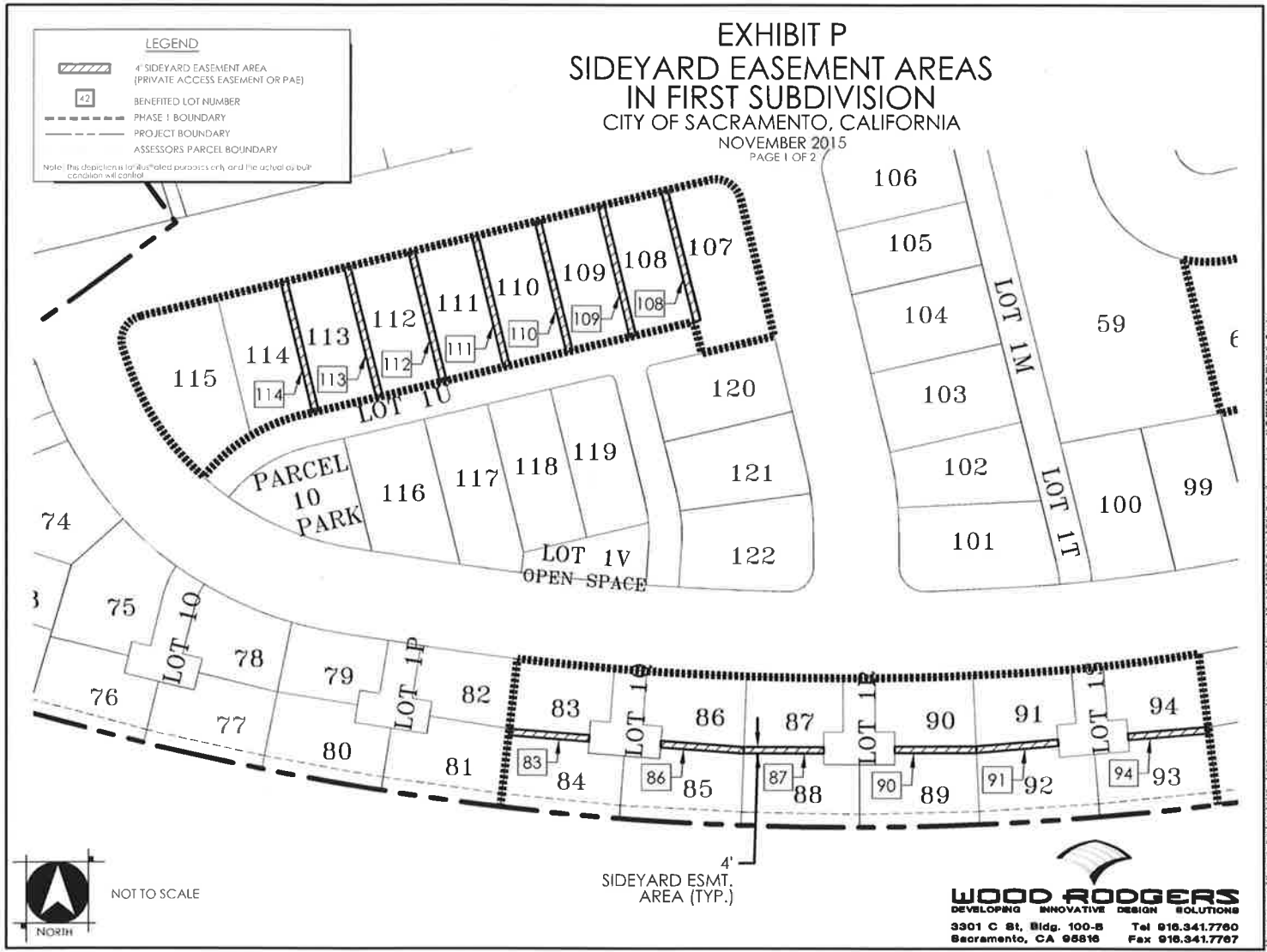
# EXHIBIT P SIDEYARD EASEMENT AREAS IN FIRST SUBDIVISION CITY OF SACRAMENTO, CALIFORNIA

NOVEMBER 2015  
PAGE 1 OF 2

**LEGEND**

-  4' SIDEYARD EASEMENT AREA (PRIVATE ACCESS EASEMENT OR PAE)
-  BENEFITED LOT NUMBER
-  PHASE 1 BOUNDARY
-  PROJECT BOUNDARY
-  ASSESSORS PARCEL BOUNDARY

Note: This depiction is for illustrative purposes only, and the actual on-site condition will control.



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