



RESORT RULES & REGULATIONS

Please help us to ensure that your stay is safe and comfortable by complying with the following Resort Rules & Regulations. Upon signing a registration card or extended stay rental agreement, you, as Camper(s), and your guests, as Camper(s)' guests, automatically acknowledge receipt of and agree to abide by these Resort Rules & Regulations, as the same may be amended from time to time. As used herein, "Camper(s)' guests" means any individuals who enter, occupy, or use Resort premises in connection with Camper(s)' reservation or stay, whether or not such individuals are staying overnight, including, but not limited to, members of Camper(s)' family, any other persons sharing Camper(s)' RV site, tent campsite, or cottage, or a Camper(s)' companions, associates, invitees, agents, licensees, or permittees. All Camper(s)' guests shall be deemed to be under the direct responsibility and control of Camper(s) for the purposes of compliance with these Resort Rules & Regulations and liability for damages or personal injury. Resort Management reserves all rights to amend, revise, and add to these Resort Rules & Regulations at any time, with any such changes to become effective upon publication on Resort's website. Determinations made by Resort Management in enforcing or interpreting these Resort Rules & Regulations are to be made in the sole and absolute discretion of Resort Management. Thank you for your cooperation.

1. **RECREATIONAL FACILITIES TO BE USED AT OWN RISK:** All Camper(s) and Camper(s)' guests who enter or use any part of the Newport Dunes Waterfront Resort and Marina owned by Newport Dunes Resort and Marina ("Resort"), including any recreational facilities or amenities such as water slides, watercraft, swimming pools, jacuzzies/spas, the dog run, the gym, firepits and fire rings, the beach, bike paths, and golf cart or other rentals, are subject to the following terms:

By entering or using any portion of Resort, including any recreational facilities or amenities, all Camper(s) and Camper(s)' guests (i) agree to take full personal responsibility, and assume any and all liability, for any injuries, accidents, or property damage that may occur while they are present at Resort or using any of Resort's facilities, whether those injuries or damages affect themselves, their guests, or their belongings, and (ii) agree to release, indemnify, and hold harmless Resort and its, direct and indirect, owners, partners, members, shareholders, trustees, managers, directors, officers, employees, licensees, concessionaires, property managers (including Terra Vista Management, Inc.), representatives, agents, subsidiaries, affiliates, lenders, sublessor(s) and sublessor(s)' lessor(s) (collectively, "Affiliated Parties"), from any and all claims, demands, and liability of any kind (including attorneys' fees) arising from or connected to their stay at or use of Resort or its facilities or amenities, except to the extent caused solely by the gross negligence or willful misconduct of Resort or any Affiliated Parties. Resort's recreational facilities are provided for use by registered Camper(s) and accompanied Camper(s)' guests. Camper(s) acknowledge and assume their respective sole culpability while they or their Guest(s) are driving any vehicle or riding any wheeled transport on Resort property, and acknowledge and promise to follow, and cause their Guest(s) to follow, any applicable traffic laws of the State of California and any applicable local rules and ordinances. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Resort Rules & Regulations by reference. Recreational facilities and swimming pool rules may be changed or revised at any time and are effective upon posting. Resort shall not be responsible for loss, theft, or damage of personal property left unattended anywhere on Resort grounds, including in and around its recreational facilities. Each Camper and Camper's guest understands and

expressly agrees that this release includes a waiver of rights under California Civil Code Section 1542, which states as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release, and that, if known by them, would have materially affected their settlement with the debtor or released party.”

Each Camper, on behalf of itself and its guests, knowingly and voluntarily waive any and all rights or benefits conferred by Section 1542 and any similar law of any state, and agrees that this release applies to all known and unknown, foreseen and unforeseen, injuries, damages, or losses related to use of Resort or its facilities.

2. **RECREATIONAL VEHICLES (“RVs”):** All incoming RVs must be pre-approved by Resort Management and meet the requirements set out in Resort’s RV Standards and Policies, which are incorporated herein by this reference. Any non-complying RVs will not be admitted into Resort’s property or its RV campsites.
3. **SITE LOCATION:** Specific RV sites, tent campsites and cottages are not guaranteed. Camper(s) can reserve an RV site, tent campsite, or cottage, if it is available, and if Camper(s) pay a site selection fee at the time the reservation is made. For a reservation stay that is less than 30 nights, the site selection fee is \$50. For a reservation stay that is for more than 30 nights but not more than 31 nights, the site selection fee is \$100. For a reservation stay that is more than 31 nights but not more than 60 nights, the site selection fee is \$200. For a reservation stay that is greater than 60 nights, the site selection fee is \$300. The site selection fee is a stand-alone fee and is not applied towards rent. If a reservation is cancelled at least sixty-one (61) days prior to the reservation start date, the site selection fee is fully refundable. If a reservation is cancelled within sixty (60) days of the reservation start date, the site selection fee is non-refundable.
4. **RIGHT TO REQUIRE CAMPER(S) TO MOVE FROM CAMPSITE WHEN IMMINENT DANGER IS PRESENT:** Resort may require Camper(s) and Camper(s)’ guests to move from one campsite to another campsite within Resort’s property if an imminent danger is present as determined by security or Resort Management as provided in California Civil Code §1867.
5. **OCCUPANCY:** The maximum occupancy is 6 persons per RV site and per cottage, subject to applicable fair housing and state occupancy standards. The maximum occupancy for tent campsites is 6 persons subject to applicable fair housing and state occupancy standards, and no more than 2 tent(s) may be placed on any tent campsite. Parties or large gatherings are not permitted at RV sites, tent campsites, or inside or in front of cottages. Please be courteous to your neighbors. RV Resort guests are allowed to use Pergolas #1-5 for parties or gatherings at no extra charge subject to availability on a first come, first served basis. Maximum occupancy for each beach pergola is 20 people. For any party larger than 20 people, Camper(s) must rent a pavilion or banquet room for a separate fee. For more information and rates please call our Sales and Catering Office at (949) 729-3800.
6. **CHECK-IN TIME: 2:00 P.M. FOR RV SITES; 2:00 P.M. FOR TENT CAMPSITES , and 4:00 P.M. FOR COTTAGES.** For RV sites and tent campsites, if you arrive after office hours for the Registration Office but before 10 p.m., the front gate will permit you to proceed to your reserved site but you must check in at the Registration Office before 11 a.m. the following morning. If you arrive after 10 p.m., which begins our quiet hours: (i) if you have an RV, you will be instructed to dry camp in our Day use parking lot until 8:00 a.m. the following morning, following which you should proceed to register at the Registration Office; (ii) if you are registered for a tent campsite, you may overnight in your car until 8:00 a.m. the following morning,

following which you should proceed to register at the Registration Office; and (iii) if you are registered for a cottage, the front gate will have your key and will permit you to proceed to your reserved cottage but you must observe our quiet hours and check in at the Registration Office before 11 a.m. the following morning.

7. **DISCOUNT VOUCHERS:** Discount vouchers may be accepted only if disclosed and accepted at the time of making the reservation and if presented in hard copy at time of check-in at the Registration Office.
8. **CHECKOUT TIME: 12:00 P.M. FOR RV SITES, TENT CAMPSITES, AND COTTAGES.** Late checkout may be available upon request, subject to other incoming reservations, until 4 p.m. in your RV site. Late checkout is not available for cottages or tent campsites. Any late checkout must be arranged through the Registration Office. You will be issued a new parking pass for late checkout. Any RV not checked out by 12:00 noon without prior arrangements will be subject to charges for an additional night and may still be required to vacate the RV Site for another reservation. No refunds for early departures.
9. **QUIET HOURS:** Quiet hours are from 10 p.m. – 8 a.m. Sunday through Thursdays, and 11 p.m. – 8 a.m. on Fridays and Saturdays. Please turn off TVs and music, and lower voices to a whisper to allow your neighbors a good night's rest. Generators are not allowed. Please be courteous to other guests around you. Inconsiderate Camper(s) and/or Camper(s)' guests will be asked to leave. Due to quiet hour restrictions, check-ins after commencement of quiet hours will be directed to the main parking lot until 8 a.m. the next morning, with no credit or adjustment in the rental amount owed.
10. **COURTESY:** Resort staff are proud to provide our patrons with the best possible courteous and respectful service. Profanity or violence towards our staff will not be tolerated. We reserve the right to refuse service to anyone.
11. **SOUND/MUSIC:** Any outdoor amplified sound requires a city permit and must be prearranged and approved by Resort Management for a fee. Any music language or broadcasted program that is played out loud and can be heard by others at Resort must be clean and "radio friendly" at all times. Personal and electronic sound devices and portable speakers (including, but not limited to, smartphones, blue tooth speakers, tablets, portable radios, televisions, audio equipment, musical instruments, record players, CD Players, MP3 players, and boom boxes) must be kept at reasonable and respectful volumes at RV Sites, campsites and cottages, so as to not interfere with the enjoyment of Resort by neighbors or others. Music inside moving motor vehicles should be enjoyed with the windows closed and at volumes that cannot be heard outside such vehicles. Please use headphones or earbuds to enjoy music when driving golf carts, walking, biking, skateboarding, or otherwise moving around or through other campers' RV sites, campsites, or cottages and/or shared or public areas of Resort (including all recreational areas). Inconsiderate Camper(s) and/or Camper(s)' guests may be asked to leave Resort and risk having their reservations cancelled and prepaid fees forfeited. "Ham" or "CB" radios or other radio transmitters may not be operated in Resort.
12. **SECURITY:** Security guards are here to provide assistance. They patrol 24-hours a day by bicycle, by golf cart, and on foot. Security may be reached by calling **(949) 999-3151** or by contacting the gatehouse at the Main Entrance. Security guards are vested with the right and authority to enforce all Resort Rules & Regulations on behalf of Resort. **AT ALL TIMES, CAMPER(S) ARE RESPONSIBLE FOR THEIR OWN (AND THEIR GUEST(S)') PROPERTY AND SAFETY.** Resort is not responsible for lost, stolen, or damaged articles. Keep your valuables locked up. Please report any problems with your RV site, tenant campsite or cottage to the Registration Office and a security guard immediately. If at any time a Camper (a guest or anyone in Camper's party) feels threatened or in danger, Camper (or such person) should immediately **call 911**, and then notify a security guard. At all times, security guards must be treated with dignity and respect

by Camper(s) and Camper(s)' guests. For efficiency, all complaints (except in an urgent situation) should be in writing and signed by the person making the complaint and dropped off at the Registration Office during posted business hours or, if after posted business hours, with a Security guard or at the gatehouse at the Main Entrance. Resort complies with and requires all Camper(s) and Camper(s)' guests to comply with all applicable laws on Resort property. **RESORT IS NOT A SECURE FACILITY. RESORT'S SECURITY GUARDS ARE NOT THE POLICE. RESORT IS NOT RESPONSIBLE FOR THE SAFETY OF YOUR PROPERTY! PROTECT YOURSELF, YOUR GUESTS AND ALL YOUR VALUABLES AT ALL TIMES. IN CASE OF EMERGENCY, CALL 911, AND THEN REPORT THE EMERGENCY TO RESORT SECURITY.**

13. **PLEASE LOCK YOUR VALUABLES AND BIKES!** Unattended bikes (including e-bikes) should be locked at all times to a fixed, immovable object such as a bike rack. Simply locking the bike itself is not sufficient. Keys should not be left in vehicles or in golf carts. Coolers, refrigerators, cabinets etc., containing alcoholic beverages or other regulated substances or medications should be supervised by an adult and locked when not in use. Protect your valuables. Lock unattended camping equipment in your vehicle whenever possible. Resort is not responsible for any supplies or equipment lost, stolen or left unattended on Resort property.
14. **SURVEILLANCE WARNING:** Security cameras recordings are in use in public / common areas of Resort (except bathrooms). This may include, for example and not by way of limitation, the security gate, the market, Back Bay Bistro, Moe B's, the Registration Desk, storage areas, the Marina, the maintenance building, the Administration office, the swimming pool and spa area, the RV sites and Resort fences/boundaries. These cameras may collect visual information (e.g., video footage) that could be considered personal information under California law. Please note: surveillance footage is used solely for property management, safety monitoring, and incident review. Cameras are not actively monitored at all times and do not constitute a security service. Surveillance recordings are not sold or shared with third parties for marketing or advertising purposes. Footage may be shared with law enforcement, insurance providers, Camper(s) and third parties for in connection with the investigation of incidents, claims, crimes, and/or legal proceedings. These cameras are not a substitute for personal vigilance or security. Resort Management does not guarantee the prevention or deterrence of criminal activity and is not responsible for loss, theft, or damage to personal property.
15. **RESORT AFTER DARK:** For your safety, security, and comfort, please carry and use a flashlight after dark, and please return to your RV site, cottage, or campsite by quiet hours. **ALWAYS CARRY AND USE A FLASHLIGHT AFTER DARK!**
16. **ACCESSORY EQUIPMENT, APPLIANCES AND STRUCTURES:** Storage sheds, storage bins, and electrical appliances are not allowed outside of an RV, tent, or cottage. This includes, but is not limited to, washers and dryers, refrigerators (other than small cube refrigerators), freezers, water heaters, hot plates, cooktops, ranges and ovens, and microwaves. No indoor carpet is permitted outside. All personal property must remain within your RV site, campsite, or cottage and there shall be no encroaching on any adjacent RV sites, campsites, or cottages. No tarps, pieces of plastic, fabric, or cloth are to be used to cover your RV or to create a structure or other enclosure. The above list is not meant to be exhaustive, but rather demonstrative, of the types of items prohibited. Unsightly campsites will not be tolerated. We work hard to maintain a beautiful environment; please help us keep it that way.
17. **TENTS:** Campers that do not have an RV and only have a tent may not camp in an RV site. Subject to availability and at the established rates for tent camping per night, tent campers may camp only in a tent campsite. Campers with an RV in an RV site also may have up to one (1) tent at their RV site. Campers in

cottages may not put up tents in front of, or around, the cottages. For Campers in tent campsites, the total maximum stay is 14 consecutive nights in any three (3)-month period. Tents must be freestanding and secured firmly to the ground. Tarps may not be used as tents. Pop-up style tent trailers, and tents mounted to the top of vehicles and trucks, are allowed in the small RV Sites only (as reflected in your reservation).

18. COTTAGES: For Camper(s) in cottages, the total maximum stay is 14 consecutive nights in any three (3)-month period. A two (2)-night minimum is required during summer months and winter weekends. Camper(s) must be 21 or older to reserve a cottage. The maximum occupancy per cottage (including adults and children) is 6 persons at any given time. Over-occupancy may result in termination of occupancy and applicable charges. Smoking or vaping is strictly prohibited inside the cottages. A \$750 cleaning fee or restoration fee will be assessed for each violation involving smoking or vaping inside a cottage. No candles, incense, or other open flames are permitted inside the cottages. Do not move furniture or remove any items from the cottages. The use of adhesives, nails, screws, or other hardware on walls, ceilings, or furnishings of a cottage is prohibited. Unauthorized modifications or alterations to a cottage may result in immediate eviction and additional charges. Camper(s) and Camper(s)' guests are responsible for maintaining cleanliness during their stay. Excessive cleaning will result in extra charges. No pets (other than service animals, animals in training to become service animals or emotional support animals approved as a reasonable accommodation) are permitted in cottages. Trash and recycling must be placed in designated bins. Tampering with safety equipment like smoke detectors and fire extinguishers is prohibited. No parties or large gatherings are allowed inside or in the immediate area outside a cottage. No parking is allowed on the grass areas surrounding the cottages. BBQs/smokers can be used outside the cottages if elevated above ground-level and not placed under the covered porches. No tents may be set up in front of, or around, the cottages. Camper(s) and Guest(s) must adhere to all posted rules within the cottage, including any special check-out instructions. Camper(s) shall be responsible for any and all damage (beyond normal wear and tear) to the cottage, furnishings, appliances, or surrounding grass areas caused by themselves, their Guest(s), or their service animals, animals in training to be service animals or approved emotional support animals. Each cottage will be inspected upon checkout. Any damages, missing items, or excessive cleaning required beyond standard housekeeping will be charged to the Camper(s), and Resort may charge the Camper(s) credit card on file in accordance with applicable law.

19. WHEELED-TRANSPORT POLICY (GOLF CARTS, BIKES, E-BIKES, ROLLERBLADES, SKATES, SKATEBOARDS, ETC.): Driving or riding anything with wheels ("Wheeled Transport") is at the rider's sole risk and responsibility and must be done in a safe and responsible manner in compliance with all applicable laws. Camper(s) are responsible for the actions of Camper(s)' guests. Courtesy and awareness are required at all times. Wheeled and other mobility devices used by persons with disabilities, as defined under the American Disabilities Act ("ADA") and related state laws, are not considered "Wheeled Transport" under this policy. Pedal assist bikes are allowed only if they do not exceed 30 mph.

GOLF CARTS AND OTHER RECREATIONAL VEHICLES: All golf carts and other recreational vehicles must be registered with Resort at the Registration Office and must display a valid operations pass. Golf carts must be QUIET, have a manufacturer's identification tag affixed, and cannot be operated at night without headlights. Gas-powered golf carts or other gas-powered recreational vehicles cannot be operated during Quiet Hours.

PROHIBITED: Notwithstanding the foregoing, the following Wheeled Transport are NOT PERMITTED to be operated anywhere within Resort property:

- WHEELED TRANSPORT IF NOT REGISTERED FOR USE ON PUBLIC STREETS WITH A DEPARTMENT OF MOTOR VEHICLES ("DMV") WITHIN THE UNITED STATES:

- E-BIKES WITHOUT PEDALS THAT ARE THROTTLE CONTROLLED (FOR EXAMPLE, SURRONS AND SEGWAYS)
- OFF ROAD BIKES (LICENSED OR UNLICENSED, ELECTRIC OR GAS-POWERED, IF NOT APPROVED BY A STATE DMV FOR USE ON PUBLIC STREETS)
- RHINOS, POLARIS, RANGERS, OR ANY SIMILAR ATV/UTV TYPE VEHICLES (LICENSED OR UNLICENSED, ELECTRIC OR GAS-POWERED)
- GAS-POWERED GO-PEDS, SCOOTERS, BICYLCES OR SKATEBOARDS
- GAS-POWERED REMOTE-CONTROL TOYS, CARS OR TRUCKS.

STAY ON ROADS AND OFF SIDEWALKS: All Wheeled Transport can be ridden on asphalt roads ONLY and not on sidewalks, walkways, or curbs. The only exception is the beach promenade which allows bikes and skates ONLY and NO SKATEBOARDS.

STAY OUT OF BUILDINGS AND RECREATIONAL AREAS: All Wheeled Transport are prohibited in buildings and recreational facilities, including, without limitation, the pool area.

OBEY TRAFFIC LAWS AND NO SPEEDING: All Wheeled Transport must adhere to all traffic laws. All Wheeled Transport must observe the 5 M.P.H. speed limit, except on the beach promenade, which may only be accessed by bikes and skates at a speed limit of no more than 3 M.P.H. Failure to comply with posted speed limits may result in immediate suspension of Wheeled Transport privileges.

NO TRICK RIDING: Exhibitionist maneuvers, tricks, and other techniques (i.e., wheelies, riding against curbs, “railing,” etc.) are prohibited.

WEAR PROTECTIVE GEAR: Resort recommends wearing appropriate protective gear such as helmets, wrist pads, and kneepads. Any nighttime bike riding or skating requires a forward projecting light and rear reflectors. All guests operating Wheeled Transport must abide by all applicable laws and regulations.

Riders who do not comply with this policy may be asked to park (or stow) their Wheeled Transport and to not drive or use Wheeled Transport on Resort property for the duration of their stay. In addition, as is the case with any failure to comply with the Rules and Regulations, such failure may be grounds for an increase in your rate of stay or eviction without refund and termination of occupancy in accordance with applicable law (pursuant to California Civil Code Section 799.65 or 799.66 California Code of Civil Procedure Sections 1161 et seq.) with a cancellation of any existing future reservations and no future admittance at Resort and commonly managed resorts.

Use of Wheeled Transport is at the rider’s sole risk, and Resort is not liable for injuries or property damage resulting from such use except as required by law.

- 20. CAMPER(S)' PARKING:** Each RV site includes up to two (2) free parking passes: one for the RV and up to one (1) for additional vehicles. Each cottage or tent campsite includes one (1) free parking pass for one vehicle. Additional vehicles are allowed based on availability of additional parking. The rate per extra vehicle for transient Camper(s) (30 days or less) is \$30 per day; the rate per extra vehicle for extended stay Camper(s) is \$60 per month. All extra vehicles must be registered at the Registration Office. Parking passes are for registered Camper(s) only and are non-transferable. Passes must be visibly displayed at all times on the dashboard or rearview mirror. Vehicles must be parked only in your assigned site or designated parking area. Parking in empty RV sites is strictly prohibited. Lost parking passes must be replaced at the Camper(s)' expense. Vehicles without a valid, unexpired parking pass, and vehicles parked in unauthorized areas, are subject to tow at the owner's expense. Vehicles blocking RV sites or parked over 24 hours without an overnight parking pass may be towed or charged the nightly site rate, at Resort Management's sole and absolute discretion. For towed vehicles contact: Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742. Vehicles may be towed in accordance with Vehicle Code § 22658.
- 21. VISITOR PARKING:** Camper(s)' guests can purchase full day parking passes at the Registration Office. Passes are not transferable between different cars or guests. If a guest loses their parking pass, the guest must pay a lost parking pass fee regardless of how much time the guest was parked in the parking lot. Parking rates for visitors that are not guest(s) of Campers are set forth at the front gate. Parking on the 4th of July for any period of time and for guests of Camper(s) and visitors that are not guests of Campers is at a fixed rate set each year by Resort. Contact the front gate or Registration Office for current fees. All parking fees are subject to increase from time to time without prior notice. Any vehicles in the parking lot for more than 24 hours without a parking pass for overnight parking are subject to tow at owner's expense. **Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742. Vehicles may be towed in accordance with Vehicle Code § 22658.**
- 22. WASHING OF VEHICLES:** Washing of RV or other vehicles is NOT permitted at your RV site, campsite, on any grass area, or on the pavement, or in any parking lot except for Resort Management approved detailing and washing vendors in designated locations. Washing RVs, other vehicles, or boats is allowed at the wash rack, located near the boat launch ramp, for the posted fees.
- 23. TRAILERS:** Any flatbed, utility, storage, moving, cargo, and/or box trailers are not permitted on RV sites or on the cement pads at the end of each block. Camper(s) and Guest(s) must register their trailers and boats for temporary parking with security when they arrive. A fee of \$30 per day per parking space that your trailer or boat occupies will be charged when you register. Trailer and boat parking on the 4th of July is charged at the then current July 4th rate per each parking space your trailer occupies if it occupies more than one. Please call the Reservation Office in advance to see what parking, if any, is available during your reservation dates.
- 24. TRUCK CAMPERS & SHELLS:** Truck campers and shells must not be removed from their vehicles.
- 25. TRAILERS AND 5TH WHEELS MUST BE BACKED INTO ALL SITES:** Hitches must face the street. Trailers are not permitted in a pull-in site without prior approval of Resort Management. There is a \$200 per day fine for trailers that are pulled into a pull-in site without prior Resort Management approval. Tow-vehicles are not permitted on beachfront grass at any time.
- 26. EXTENDED STORAGE FOR UTILITY TRAILERS:** Subject to availability, extended storage may be available in the permanent storage lot at Resort for periods of over 30 days. Storage is handled through the Marina Office at 949-729-1100. Please contact for availability and pricing.

27. **BOAT LAUNCH; WASH RACK; BOAT REGISTRATION; AND BOAT PARKING:** If you have a boat, bring it along! Resort has a seven-lane boat launch ramp located at the north end of Resort property, next to the Back Bay Bistro. A seven-lane money-operated wash rack is adjacent to the launch area for boat cleaning (please bring your own hose). Boats and boat trailers are not permitted on RV sites or on the cement pads at the end of each block. Register your boat with the front gate upon check-in (see posted rates at entrance gate for fees). A designated boat parking area is located near the boat launch ramp. Please call (949) 729-1100 for more information and the fee schedule. Once your boat is registered, you may use the boat launch ramp during your stay subject to any rules & regulations, including any applicable fees.
28. **MARINA:** The marina, located at the northwest corner of Resort's property, includes single-loaded boat slips, first-class amenities, 24-hour security, a clubhouse, pool, and spa. For daily, weekly, or monthly slip rates, please call (949) 729-1100 for more information, or stop by the Marina Office between 9:00 a.m. and 5:00 p.m., Monday through Sunday.
29. **CHILDREN:** Families are welcome. To help ensure a safe and enjoyable environment, all individuals, regardless of age, must comply with Resort Rules & Regulations and posted safety rules. Parents, guardians, or other supervising adults may be held liable for any damage or conduct that violates Resort Rules & Regulations or posted safety rules. For safety reasons, tree climbing is strictly prohibited.
30. **SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS ("ESAS") :** Service animals, animals in training to become service animals, and ESAs approved as a reasonable accommodation are not considered "Pets" and are not subject to Resort's rules regarding pets. See the Resort's separate policy on service animals and ESAs available on Resort's website and in the Registration Office.
31. **PETS:** "Pets" refer to cats and dogs only, absent prior Resort Management approval. A maximum of two (2) pets per RV site or tent campsite is allowed provided such pets are registered. Pets are not permitted in cottages. All pets must be approved by Resort Management and are subject to Resort's breed restrictions (set forth below). Resort Management reserves the right to deny or revoke pet approval if a pet is deemed a health or safety concern, provided such determination is consistent with applicable laws. Pets are subject to a charge of \$2 per night or \$30 per month, per pet. Pets must be on a leash no longer than 6 feet at all times outside, including retractable leashes, unless in the designated off-leash dog run located near restroom #21. Pets are not allowed on the beach, pool deck, lawns, planters, or inside any Resort buildings. All pets must be kept indoors at night and may not be left unattended anywhere in Resort, except inside an RV, and only if they do not cause a disturbance. Pet fencing is permitted in front of RV sites if it is no taller than 3 feet and made of PVC or wrought iron only. Any unattended pets (outside of an RV or pet fencing) may be picked up by animal control. If a pet causes a disturbance or health and safety concern, Resort Management may require its removal from Resort. All pets must comply with applicable city and county animal control ordinances. Resort Management has sole and final authority in making any pet-related determinations, including any exceptions.
- Breed Restrictions:** Prohibited dog breeds include Pit Bull types or mixes (e.g., American Bulldogs, American Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, and American Bullies), Dogo Argentinos, all Mastiff breeds or mixes (e.g., Bullmastiffs, Neapolitan Mastiffs), Rottweilers, Wolf dogs or hybrids, Presa Canarios (Canary dogs), Akitas, and Cane Corsos.
32. **HEALTH AND CONDUCT OF ALL ANIMALS:** All pets and all service animals, animals in training to become service animals and ESAs approved as an accommodation must be licensed, vaccinated for rabies, and under the control of their handlers at all times and must not exhibit aggressive, threatening or

uncontrollable behavior. All pet owners and all owners of service animals, animals in training to become service animals, or ESAs approved as an accommodation (i) must pick up after their animals (waste bags are typically available along the promenade), and (ii) are strictly liable for any injuries or damages caused by their animals.

33. **BBQs:** BBQs, smokers and similar equipment (each a “BBQ” and collectively, “BBQs”) are allowed only at RV sites, tent campsites, and cottages; provided such BBQs are elevated above ground-level, are not placed directly on the grass, and are not placed under any covered porches. BBQs are prohibited elsewhere at Resort, including, without limitation, on the beach and in parking lots. BBQs must never be left unattended and are used at your own risk. Camper(s) are responsible for any injuries or property damage resulting from BBQ use. Resort is not liable for any accidents, injuries, or damages relating to BBQs or their use.
34. **FIRES:** Except for BBQs or fire rings/fire pits (as noted below) and other appliances installed in approved RVs, no fires are permitted at Resort, except as allowed in this section. Fires are permitted in Resort-provided fire rings (located on the beach), Resort-rentable portable fire pits, and guest-owned fire rings only. The flames may not exceed 12 inches above the fire rings or portable fire pits. One fire ring or portable fire pit is allowed per RV site or tent campsite or cottage in the immediate outdoor area (but not under porches). No fire rings or portable fire pits are allowed on asphalt. Dispose of hot charcoal briquettes or ashes in hot coal containers located by the RV section restroom buildings. Do not use trash containers for this purpose. Do not stack fire rings or remove them from other campsites. Stacking pallets for bonfires is prohibited. Camper(s) are responsible for ensuring their children and Camper(s)’ guests do not play on, near, or with fire rings, fire pits, coals, or ashes. NEVER LEAVE A FIRE UNATTENDED-- even for a short period of time! Fires, fire rings, and fire pits present high risks for burns and other serious injuries. USE AT YOUR OWN RISK. Resort is not responsible for any injuries or fatalities resulting from the use of fire rings or fire pits by Camper(s) or Camper(s)’ guests. All fires must comply with applicable state and local fire safety regulations. Resort reserves the right to prohibit fires during high fire danger conditions or as directed by fire authorities.
35. **FIREWORKS AND FIREARMS:** Fireworks and firearms of any kind are strictly PROHIBITED at Resort. Only Resort itself may have fireworks shows such as on the fourth (4th) of July.
36. **NON-SMOKING AREAS:** To support a clean and healthy environment, smoking and vaping (including marijuana) is strictly prohibited in all indoor and outdoor areas at Resort other than a Camper(s)’ individual RV site or tent campsite (or in the immediate area outside of a Camper(s)’ cottage), and only if it does not disturb others or create a nuisance. No smoking or vaping (including marijuana) is permitted inside the cottages.
37. **ALCOHOL AND INTOXICATING SUBSTANCES (INCLUDING MARIJUANA):** Consumption of alcohol is not permitted at Resort except (i) at dining facilities where alcohol is sold, or (ii) at other event locations at Resort, including the pool deck, cabanas, pergolas, gazebos, pavilions, banquet rooms, and clubhouses, if catered, sold, and supervised by Resort personnel, or (iii) at individual RV sites, tent campsites and cottages. Alcohol and intoxicating substances (including marijuana) may be consumed only in responsible quantities and in accordance with legal restrictions. All such substances, including any prescribed medications, belonging to Camper(s) must be securely stored and kept out of reach of unauthorized individuals. Drinking games (e.g., beer pong) and excessive consumption of alcohol or intoxicating substances (including marijuana) are prohibited. Visibly intoxicated individuals are not permitted in public or shared areas and may not operate vehicles or any other Wheeled Transport on Resort property. No alcohol or intoxicating substances (including marijuana) is allowed on the beach, at the Back Bay, or in parking lots.

Operation of any motor vehicle or other device while under the influence is prohibited by law and strictly enforced.

38. **DRONES:** Resort is in the direct flight path for John Wayne Airport. Personal drone use is prohibited at Resort and the air space above Resort property.
39. **BANQUET & CATERING FACILITIES:** Banquet rooms for up to 150 guests and outdoor beach pavilions, pergolas, cabanas and gazebos for up to 3,000 guests are available for group functions. Resort offers full food & beverage catering services and festive themes for any occasion. RV site catering service is available for groups. For more information and rates please call our Catering Office at (949) 729-3800.
40. **POOL:** The pool and spa are open to Camper(s) and Camper(s)' guests at the RV Sites, Tent Campsites, and cottages only. The pool and spa are open from 9 a.m. until 9 p.m. For safety reasons, any person who is not proficient at swimming must be accompanied by a responsible individual who can assist in case of emergency. All pool and spa users must follow posted safety guidelines. All individuals who are not fully toilet-trained or who experience incontinence must wear waterproof swim diapers or appropriate protective swimwear while using the pool or spa. No pets (other than service animals or animals in training to become service animals or emotional support animals), outside alcohol, smoking, vaping, marijuana, glass, skateboards, bicycles, scooters, or running on the pool deck are allowed. Strollers and wheelchairs (or other mobility aids designed to assist with accessibility for persons with disabilities) are allowed. Lifeguards are on duty during pool hours of operation.
41. **BEACH AND LAGOON:** The beach and lagoon are open year-round to the public for recreation.

Supervised Swimming Hours:

Winter Season (Oct 1 – Friday before Memorial Day): Friday–Sunday, 10:00 AM–5:00 PM

Summer Season (Friday before Memorial Day – Sept 30): Daily, 10:00 AM–6:00 PM

Lifeguards are on duty only during supervised swimming hours as set forth above. When lifeguards are not on duty, any person who is not proficient at swimming should be accompanied by a responsible individual who can assist in case of emergency.

The Back Bay lagoon is part of a natural coastal ecosystem. Marine animals, including stingrays, jellyfish, seals, and other wildlife, may be present in the water at any time. These animals may pose a risk to swimmers and waders. Avoid disturbing wildlife and remain alert when entering the water. Swim at your own risk.

In addition, the areas surrounding the lagoon—especially the upland habitats, trails, and vegetated margins—are home to a diverse range of mammals that play important roles in the local ecosystem, including bobcats, coyotes, raccoons and smaller rodents. These animals generally avoid humans and are more active during early morning, dusk, or night. If you encounter wildlife, observe from a distance and avoid feeding or approaching them. Secure food and trash to prevent attracting raccoons or coyotes.

Prohibited on Beach: No glass, alcohol, smoking, vaping, marijuana, tents, pets (except service animals or animals in training to become service animals or emotional support animals), or motorized vehicles (except motorized mobility aids designed to assist with accessibility for persons with disabilities) are allowed on the beach. No barbeques, grills, portable fire pits, portable fire rings, or fires are allowed on the beach (except in

Resort-provided fire rings located on the beach). Motorized boats in the lagoon section of the Back Bay are also prohibited.

Personal Items: All personal canopies and personal property must be removed from the beach by sunset each evening and can be set up the following day after sunrise. Shade structures and personal property left on the beach between sunset and sunrise may be removed by security guards. Resort is not responsible for damaged, lost, or stolen items left on the beach.

42. **MARKETPLACE:** The marketplace is located next to the Registration Office and is usually open seven days a week for your shopping convenience, including grocery items, snacks, ice, RV supplies, household goods, sundries, clothing, gift items, and much more. Hours are posted at the store. Pets (other than service animals or animals in training to become service animals or emotional support animals) are not permitted in the marketplace.
43. **LAUNDRY FACILITIES:** Laundry machines are available for use on the south side of the pool area. Open daily from 8:00 a.m. to 10:00 p.m. Payment can be made through the WASH-CONNECT app or with a pre-paid laundry card. Resort is not liable for damaged, lost or stolen laundry. Please remove laundry from the washers and dryers as soon as a load is done.
44. **ACCESSIBILITY AND REASONABLE ACCOMMODATIONS:** Resort is committed to providing equal access and enjoyment of facilities for all Camper(s), Camper(s)' guests, and other visitors, including individuals with disabilities in compliance with the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), and applicable state and local laws. Resort has 372 wheelchair-accessible RV Sites, 2 wheelchair-accessible cottages, ADA restroom stalls, and ADA showers. All guest-related offices, such as registration, administration/receptionist, and sales offices are wheelchair accessible as are sidewalks and connections of sidewalks to streets. Resort strives to accommodate Camper(s) and Camper(s)' guests requiring accommodations and encourages feedback regarding any access issues. If you need reasonable accommodation(s) for a disability, please contact the Registration Office. Copies of Resort's reasonable accommodation policy is also available at the Registration Office upon request.
45. **RESTROOMS:** Three large-tiled restrooms with hot showers are located along Bluff Drive in the RV portion of Resort. You will receive the code to the combination lock upon check in. Two additional restrooms with outdoor cold-water showers are located along the beach promenade. Pets (other than service animals or animals in training to become service animals or emotional support animals) are prohibited in the restrooms.
46. **RENTALS:** Food trucks, taco carts, live bands, and professional DJ equipment are prohibited on the beach and in Resort unless arranged for a fee through Resort's Sales and Catering Office and approved in writing by Resort Manager and properly permitted through the city. Inflatable bounce houses, rental tents, tables, chairs, and dance floors are prohibited without prior Resort approval in writing. Any amplified sound requires a city permit and must be prearranged and approved by Resort Management in writing. All rental activities and vendors must comply with applicable city ordinances, fire codes, health and safety regulations, and insurance requirements. Camper(s) are solely responsible for ensuring that any third-party vendors they hire following written Resort approval meet these requirements and shall hold Resort and its Affiliated Parties harmless from any liability arising from such activities. For more information and rates please call our Sales and Catering Office at (949) 729-3800.
47. **NO COMMERCIAL ACTIVITY:** RVs, RV Sites, tents, and campsites shall be used only for camping and recreational purposes and no business or commercial activity of any nature shall be conducted by Camper(s)

or Camper(s)' guests at Resort (including at RV sites, tent campsites, or cottages) without the prior written consent of Resort Management, in its sole and absolute discretion. No commercial work or repair of any kind is allowed to be done to your RV or vehicles, at anytime, anywhere on Resort property, except for emergency repairs and then only to the extent necessary to remove the RV or vehicle for repair off-site. Outside vendors must be approved by Resort Management, in their sole and absolute discretion, before entering the property. Camper(s) and Camper(s)' guests (and their contractors) are not permitted to perform any remodeling within Resort. "Patio sales," "moving sales," and "yard sales" are expressly prohibited.

48. **LOST AND FOUND:** Lost and found is located in the Registration Office. Resort will make a reasonable attempt to locate the owners of items turned into the Lost and Found if there is any identifying information. Any property valued at \$100 or more will be turned over by Resort to the local police so they may attempt to locate the owner. All other property valued at less than \$100 will remain in Lost and Found for up to 90 days. If not reclaimed in such 90-day period, an item in Lost and Found may be donated to a charity or discarded, at Resort's election.
49. **WI-FI INTERNET:** Wi-Fi service is provided as a courtesy to Camper(s) and Camper(s)'s guests and is subject to availability. Please contact the Registration Desk for the Wi-Fi password. Please read our terms and conditions on our website. www.newportdunes.com/guestwifi/. Our Wi-Fi is designed for basic browsing only. It will not work with smart TVs and for streaming videos. Internet connection and speed is not guaranteed. Resort occupancy and obstacles such as trees, buildings, large RVs, and RV building materials could hamper internet connection and speed. Wi-Fi connectivity may experience interruptions, reduced speeds, or complete outages from time to time due to maintenance, weather conditions, network congestion, or other factors beyond Resort's control. Resort does not guarantee uninterrupted or secure internet access and shall not be held liable for any losses, damages, or inconveniences resulting from limited, disrupted, unavailable, or unsecure Wi-Fi service. Camper(s) acknowledge and agree that use of Resort's Wi-Fi network is at their own risk, and that they are solely responsible for the security of their devices and data. Resort makes no representation or warranty regarding privacy or security of any information transmitted over the network.
50. **PHOTOGRAPHS, RECORDINGS, AND PUBLIC RIGHTS:** By entering Newport Dunes Waterfront Resort and Marina, Camper(s) and Camper(s)' guests and all other visitors acknowledge and agree that they may be photographed, recorded, or filmed by Resort, Terra Vista Management, Inc., and/or their affiliates during their stay or while on the premises. Such recordings may capture images, voices, and likenesses, which may constitute personal information under applicable California law. Entry to Resort constitutes an irrevocable, worldwide, and perpetual consent and license to the use of your image, voice, or likeness in any and all media or promotional materials, including but not limited to, photographs, video, audio, and digital content, for purposes such as advertising, marketing, publicity, and online display. No compensation will be provided. You waive any rights of publicity, copyright, or other proprietary rights in connection with such use and release Resort, Resort Management, and Affiliated Parties from any and all related claims. Resort does not sell or share such personal information for cross-context behavioral advertising. For more information on how we collect, use, and protect your personal information, or to exercise your California privacy rights, please refer to Resort's privacy policy. Note: Commercial photography, filming, or recording by Camper(s) or Camper(s)' guests is strictly prohibited unless pre-approved in writing by Resort Management.
51. **ASSUMPTION OF RISK:** Camper(s) and Camper(s)' guests use all Resort amenities and services at their own risk. By doing so, they voluntarily assume all risks associated with such use, including the risk of injury, death, or property damage. Resort shall have no liability whatsoever for any injuries, accidents, or damages

arising from the use of Resort amenities or services, including but not limited to: the beach area, the lagoon, swimming pools, spas, fire pits, rental equipment, laundry machines, recreational activities, ping pong, horseshoes, boat rentals or other water sport rentals, boat launch, wash rack, the inflatable aquatic park, playgrounds, pedestrian trails, golf cart or bike rentals, exercise room, dog run, dining facilities, kitchen facilities, showers, and/or other public or common areas.

52. SOCIAL MEDIA: We know that Camper(s) and Camper(s)' guests often use social media to share their experiences, and Resort encourages such posting and tagging @newportdunes. However, we kindly request everyone respect the privacy rights of others.

53. SOLICITATION AND POLITICAL SIGNAGE: Solicitation of any kind is strictly prohibited at Resort. Camper(s) and Camper(s)' guests may not advertise, sell, or display goods or services, distribute printed or recorded materials, or impersonate Resort staff. Unauthorized events, demonstrations, or use of flags and banners for commercial purposes or to incite a crowd are not allowed. Photography, filming, or recording for commercial use is prohibited without the prior written approval from Resort Management. Political signage is discouraged. If displayed, it must be no larger than 8½" x 11" and free of profanity, violence, or obscenity and must comply with applicable laws. The distribution of handbills, newspapers, or other written documentation is not permitted without prior written consent from Resort Management, which may be denied in their sole and absolute discretion. Salespeople must schedule individual appointments with specific Camper(s) before entering Resort.

54. PAYMENT: All charges for your stay are due and payable in advance. Any coupons, discounts, or other offers must be stated at the time a reservation is made and accepted by Resort and presented upon check-in. We accept MasterCard, Visa, American Express, Discover Card, Money Orders, travelers' cheques, and most ATM/ Debit cards. **Sorry no cash-back transactions are available. There are no refunds for early departures.**

55. CONDUCT:

A. Actions by any person of any nature which may be dangerous, may create a health or safety risk, may disturb others, or may damage the property of others are not permitted. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, quarreling, threatening, fighting, immoral, lewd and/or obscene conduct, illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and/or arrow, BB guns, knives, fireworks, and guns/firearms, is expressly forbidden. Camper(s) and Camper(s)' guests shall not interfere with the operations of Resort or the employees of Resort or its property manager. Camper(s) and Camper(s)' guests shall not use profanity or rude, boisterous, objectionable, or abusive language or conduct in their interaction with Resort Management or employees of Resort or its property manager.

B. Camper(s) and Camper(s)' guests shall not encroach or trespass on any other Camper(s)' RV site, campsite, or cottage or upon any non-public area which is outside the assigned RV site, campsite or cottage of the Camper(s) and/or Camper(s)' guests. All Resort property that is not for the use of Camper(s) and Camper(s)' guests, including, but not limited to, gas, electric, water and sewer connections (other than at the Camper(s)' RV site) and other equipment connected with utility services and tools and equipment of Resort Management, shall not be used, tampered with or interfered with in any way by Camper(s) or Camper(s)' guests.

C. The violation of any law or ordinance of the city, county, state, or federal government is prohibited. Resort Management may prohibit acts or demeanor which would place Resort or Resort Management in violation of any law or ordinance or lease or sublease or any other contract.

D. Camper(s) must acquaint all Camper(s)' guests with all Resort Rules & Regulations and are responsible for the acts and omissions of Camper(s)' guests. Such responsibility shall include, but not be limited to, financial responsibility for any injury, death, or damage to any person or property, and any breakage, damage, destruction, and vandalism of Resort's facilities, common areas, and other property. Camper(s) and Camper(s)' guests must be quiet during Quiet Hours and comply with all Resort Rules & Regulations.

56. **NOTICES:** Camper(s) must make sure that their respective email addresses, mobile phone numbers, and permanent residence addresses on file at Resort are accurate and current. Delivery of any notice via e-mail and/or text to Camper(s) (except as otherwise required by law for defaulting Campers) will be deemed effective upon transmission, regardless of whether the Camper(s) actually receive or read the notice. Upon receiving a courtesy notice or notice of violation for violating any Resort Rules & Regulations, Camper(s) must cease or cure the violation immediately and respond to the Registration Office verifying Camper(s)' cure within 24 hours. Notwithstanding the foregoing, any notice required by law in connection with a default or removal of a recreational vehicle shall be served in accordance with California Civil Code § 799.65 and other applicable statutory requirements.
57. **VIOLATIONS:** Failure to pay in advance for occupancy and/or failure to comply with Resort's Rules (either by Tenant(s) or Tenant(s)' guests) may be grounds for an increase in your rate of stay or eviction without refund and termination of occupancy (pursuant to applicable laws) with a cancellation of any existing future reservations and no future admittance at Resort and commonly managed resorts. The remedies herein provided are not exclusive, and Resort may pursue any one or more of such remedies or any other remedies provided by law.
58. **CANCELLATION OF RESERVATIONS:** Resort reserves the right to cancel any reservations without advance notice if the facility is needed by Resort Management for business purposes, if repairs are required, or for any other reason. Resort also may cancel reservations as provided in Section 55 above. In the event a cancellation is initiated by Resort (other than pursuant to Section 55 above), Camper(s) will be entitled to a full refund of any prepaid amounts for unused nights, which shall be Camper(s)' sole and exclusive remedy. If a reservation is cancelled by Tenant(s) at least 72 hours before the reservation arrival date, Camper(s) will receive a refund (less any non-refundable fees). If a reservation is cancelled within 72 hours of the reservation arrival date, Camper(s) will be charged for the first night of the reservation and will be refunded any remaining amount (less any non-refundable fees). Notwithstanding the foregoing, if a reservation is made at least 72 hours before the reservation arrival date, then it can be cancelled up to 24 hours after the booking is made with a full refund and without any cancellation fees, but less any non-refundable fees. There are no refunds for early departures by Tenant(s) staying 30 days or less (voluntary or involuntary). Extended Stay Tenant(s) (with a reservation for more than 30 days) may depart early subject to providing 30 days prior written notice.
59. **RESORT MANAGEMENT APPROVAL:** "Resort Management's approval" or "approval of Resort Management," "Resort Management's consent" or "consent of Resort Management" or other similar terms as used in these Rules and Regulations or in other Resort Rules & Regulations, means that Resort Management's prior written approval must have been obtained by Camper(s) before Camper(s) proceed with any such action requiring Resort Management's approval or consent. If Resort Management's prior approval is required, Camper shall submit a written request to Resort Management which describes the action Camper(s) propose to take and request Resort Management to give prior written approval.

60. PROPOSITION 65 WARNING: WARNING: Camper(s) and Camper(s)' guests are advised that Resort is not a smoke-free area. In addition, there are other chemicals that exist on the property. Being on the property, including the common areas in and around Resort may expose Camper(s) and Camper(s)' guests to chemicals, which include, but are not limited to, tobacco smoke, lead and lead components, asbestos, carbon monoxide and gasoline components, all of which chemicals are known to the State of California to cause cancer, birth defects and/or other reproductive harm and for which warnings are required. For more information on Proposition 65 and its list of chemicals, Camper(s) and Camper(s)' guests may contact OEHHA at (916) 445-6900, or go to www.P65Warnings.ca.gov.

61. PRIVACY POLICY: Resort's privacy policy is available on its website at <https://www.newportdunes.com/privacy-policy/>. Direct any inquires on personal information to privacy@terrav.com.

RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGAL PROTECTED CLASSIFICATION.

