

SITE VISITATION POLICY AND PROCEDURES

Community: _____ (**Community** or **Property**)
Seller: Taylor Morrison of California, LLC (**Seller**)

The purpose of this Site Visitation Policy and Procedures ("**Policy**") is to set forth the terms under which a Prospective Buyer/Visitor may visit the Community. Portions of the Community are under active construction and are inherently dangerous due to physical conditions and the related activities commonly associated with active construction. Therefore, Visitor may only visit the any construction site in the Community in accordance with this Policy and Visitor must use extreme caution during all site visits.

1. **Authorized Site Visits.** Visitors may not visit any construction site in the Community without permission and without being accompanied by a representative of Seller. All site visits are subject to this Site Visitation Policy and Procedures. Any entry to a construction site is at Visitor's sole risk and Visitor waives the right to make claims against Seller for any personal injury or property damage that Visitor, Visitor's guests and/or minor children may incur. Visitor agrees to release, indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Visitor, or Visitor's visitors on the Property before Closing, or on any construction site at the Community at any and all times before and after Closing.

1.1 **Scheduling an Authorized Site Visit.** Any site visits by Prospective Buyer may be authorized by Seller in Seller's sole and absolute discretion ("**Authorized Site Visit**"). An Authorized Site Visit must be authorized by the construction supervisor or other authorized representative of Seller. To schedule an Authorized Site Visit, Visitor must contact the Community Sales Manager. If Visitor attempts to visit the Property without complying with this Policy, Visitor will be asked to leave and to follow the proper procedure for entry.

1.2 **When an Authorized Site Visit May Take Place.** Visitor will be unable to access to the Property at certain times during construction. An Authorized Site Visit must occur at a time when construction activities are not being conducted on the Property. No Authorized Site Visits will be permitted during the following stages of construction of the Property: (i) slab preparation; (ii) framing and truss erection; (iii) installation of roofing material; (iv) interior and exterior painting; (v) installation of floor coverings; (vi) installation of tile; and (v) placement of concrete slab, driveway and walkways. The foregoing is not meant as a complete list of times when access to the Property may be restricted for Authorized Site Visits. Seller retains complete control over when an Authorized Site Visit may take place.

2. **General Rules Applicable to Site Visits.** The following general rules are applicable to all Site Visits.

2.1 No Visitors under the age of 13 will be permitted to attend a Site Visit. Pets (other than service animals) are not permitted.

2.2 All visitors must follow any site specific rules in effect and must obey all posted signs.

2.3 Visitors must wear hard hats and closed toe footwear at all times while on a construction site.

2.4 Visitors are not allowed to climb any ladders or scaffolding, walk or stand on stored materials, disturb any workers or suppliers, move material or stored packages, or climb in or out of window openings or on to any roof.

2.5 Visitors should not discuss construction issues with any trade partner, supplier or worker present on the site. All questions related to the Home construction must be directed to the Construction Supervisor and/or the Community Sales Manager. Visitor agrees not to critique or instruct Seller's superintendent or any of Seller's other employees or subcontractors and will address any construction issues in writing to the Community Sales Manager.

2.6 Visitor nor any of Visitor's agents or representatives may perform any work or direct any of Seller's subcontractors to perform any work or changes to the Property.

2.7 No rituals or ceremonies, including but not limited to those involving fire, cooking, heating instruments or animals, can be conducted at the Property prior to Closing.

3. **Independent Home Inspector's Participation in Site Visits.** Prospective Buyer's independent home inspector may not inspect the Property unless Prospective Buyer and Prospective Buyer's independent home inspector have signed the Independent Home Inspectors Policy and Procedures and comply with all requirements set forth in such policy and procedures, which will be provided at the time Prospective Buyer enters into a Purchase Agreement with Seller for a Home in the Community.

4. **Assumption of Liability.** Due to the inherent danger associated with a visit to an active construction site, Visitor will be required to release, indemnify and hold Seller harmless from and against any and all personal injuries, property damage, and any other claim or injury incurred by Visitor and/or Visitor's representative and minor children on the Property or on any construction site at the Community at any time.

Visitor/Prospective Buyer Initials: _____