

## Alamo Rec Veh Park Rules and Regulations

- Quiet Time: 10 p.m. to 7 am. Please be considerate of others. No loud music at any time.
  - SPEED LIMIT: Please observe a speed limit of no more than 10 MPH.
  - SEWER: Sewer connection - a positive sewer seal at both ends of sewer hose is required. Texas law requires that a sewer hose must be fastened using a connector or a rubber donut.
1. All Persons must check in and register at the office the first business day after arrival and check out at the office one day prior to departure. All persons must be registered if staying more than 24 hours.
  2. Rent is payable in advance and not refundable to anyone who makes a personal decision to vacate his/her lot.
  3. Reservation deposit is refundable less \$50.00 prior to October 15th of upcoming season.
  4. Wear badges at all times in Rec-Hall.
  5. ANNUAL RATES will come due on the first day of January.
  6. AUTOMOBILES- Speed limit is 10 MPH. Drive carefully, ESPECIALLY at night. Do not park on lawns, block streets or driveways. Observe restricted parking areas.
  7. CLOTHES LINES - a portable scissor type rack attached to the rear of your unit is permissible.
  8. FRONT GATE is locked nightly for your security. The combination code is available at the office.
  9. GARBAGE is collected on Monday & Thursday. Garbage must be placed in plastic containers placed at the end of the driveway by 8:00 am.
  10. LAUNDRY FACILITIES with outside clotheslines are provided in three areas of the park.
  11. MAIL is distributed to your mail box by 1:00 PM Monday through Saturday except on legal holidays. No Saturday mail April through November.
  12. PET Friendly Park throughout park. **HOWEVER, Pets must be on a leash at all times when outside of their owner's home** and must be controlled at all times by the owner. There is no exception. Pick up pet rules at office. **Pets are not allowed in any park buildings.**
  13. PROPANE is available from an outside source on designated days at retail prices. All tanks must be inspected by the propane company before having them filled. There are no exceptions to having the tanks inspected prior to filling.

14. REC-HALL is open from 6 AM to 10 PM daily during peak season. During summer months Hall will be open from 8 to 5 PM. Alcoholic beverages are not allowed in the recreation area except as designated by management. All recreational use is subject to management's approval.
15. TELEPHONE connections and Internet providers are available.
16. TREES AND SHRUBS shall not be removed from any lot. If you wish to replace trees or shrubs currently on your lot, permission must be requested from management. Management reserves the right to remove or cut trees and shrubs from any lot if deemed necessary for the function of the Park.
17. ELECTRIC METERS are read at the end of each month and the statement put in your mailbox. All accounts are due and payable within 10 days of the statements being issued. A Late Charge of \$15.00 will be added after the 5th day. Electric average is used from your last billing date is due when departing from the park.
18. This is a SENIOR RETIREE PARK. Visiting children are welcome, but must be chaperoned by an adult at all times in the recreation areas, buildings and swimming pool. Minors (under 18) are not permitted in the Pool Hall at any time. Minors (under 18) may not use the pool tables at any time.
19. Only one (1) living unit is permitted per lot or space.
20. Storage Units during Occupied Reservation: Small utility trailers, car dollies and autos can be placed on the reserved lot if management approves and does not interfere with neighboring lots, landscaping, utilities and easements. Larger or extra trailers, dollies, autos, motor homes, campers, etc. must be placed in storage. Decision if unit needs to be placed in storage is determined by management. Storage location is also determined by management. Management has the right to relocate any storage unit if it is on a normal lot and the lot can be rented. For storage On-Blacktop areas (A-Lots and B-Lots) storage fee is \$125 per month for larger storage items and \$50 for smaller storage units. For storage in Off-Blacktop areas (i.e. Panhandle) fee is \$100 for larger items and \$30 for smaller ones. Motorhomes, RVs and Campers will have no electrical or water connections while in storage and all pop-ups, tip-outs, slide-outs, etc. must be closed. All storage units must have a visible sign labeled "STORAGE", readable from the street.
21. Storage Units during Unoccupied Reservation or Off-Season: All storage will be located on the A-Lots and charged \$125 per month for large items and \$50 for smaller items.
22. For all annual reservations, one storage shed is permitted per lot. Additional storage sheds will be charged a fee of \$30 per month.
23. One carport per lot is permitted with management approval for annual reservations only.
24. Owners selling their mobile homes, park models or tied down trailers MUST NOTIFY THE MANAGEMENT OF THEIR INTENTIONS IN ADVANCE. Management reserves

the right to accept or reject the prospective buyer as a park resident before the transaction is finalized.

25. Any type of building construction, masonry work, landscaping or other permanent changes must be approved in advance by management. One carport and one awning is permitted per lot with management approval and with an annual agreement. Any electrical wiring that needs to be upgraded due to such construction must be upgraded to park code at lessee's expense.
26. Conducting a business within the park is prohibited.
27. SUB-LEASING of lots that have been rented on an annual basis is not permitted. Renting of homes on these lots is permissible for periods of no more than 5 months, provided that the resident brings the prospective renter to the park office for registration and provided that the prospective resident is acceptable to management. Lot rent and all due utilities are the responsibility of the homeowner. A service charge of \$20.00 will be made for this office procedure.
28. Written permission must be given to the office if other people are to enter your trailer or shed when you are not in the park.
29. **SWIMMING POOL RULES**
  - A. Persons using the swimming pool do so at their own risk. You must sign release at the office. There is no lifeguard on duty.
  - B. Swim fins, diving masks, rubber or foam floats, and the like are not permitted to be used while others are using the swimming pool.
  - C. Only manufactured swimwear in good condition may be used. No cutoffs, wetsuits or similar "homemade" swimwear is permitted.
  - D. No children or teenagers should use the swimming pool unless accompanied by an adult.
  - E. Guests are not permitted to use the swimming pool unless accompanied by an adult Resident.
  - F. All persons who are incontinent or who are not "potty trained" are not permitted in the swimming pool.
  - G. Smoking and all beverages are prohibited in the swimming pool area.
  - H. No one with a skin disease or open wound will be permitted in the swimming pool.
  - I. Park Management reserves the right to restrict or deny the use of the swimming pool at any time or to any person. Residents are responsible for the conduct of their guests.
  - J. No glass containers of any kind are permitted in the swimming pool area.

- K. Swimming pool hours and additional pool rules are posted in the pool area and are incorporated in these Rules and Regulations by this reference.
- L. No items are to be brought into or tossed into the swimming pool, except those items used by Residents.
- M. The swimming pool will be closed from time-to-time at Park Management's discretion for cleaning and repairs.

30. LAUNDRY FACILITIES

- A. The laundry facilities are provided for the exclusive use of Residents of the Park.
- B. Laundry hours are posted. These facilities will be closed from time-to-time at Park Management's discretion for cleaning and repairs.
- C. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in the washers.
- D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated in these Rules and Regulations by this reference.

31. REVISION OF RULES AND REGULATIONS

- A. Park Management reserves the right to add to, delete, and revise these Rules and Regulations from time-to-time, as well as additional Rules and Regulations and the hours posted in and about the recreational facilities.
- B. If any provision of these Rules and Regulations or any documents referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the Remainder of these Rules and Regulations shall not be affected by such holding, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

32. Arbitration of Disputes. Tenant and his invitees and Landlord, all referred to as "Parties" herein, shall attempt in good faith to promptly resolve any dispute relating in any way to the lease and these Rules and Regulations by negotiation between the parties. If such Dispute has not been resolved by negotiations between the parties within (45) days after such dispute arose, then such Dispute shall be settled by binding arbitration under Chapter 171 of the Texas Civil Practices and Remedies Code, as amended (hereinafter referred to as the "Act"). The Act is modified to be consistent to the provisions expressed in this Article. The parties shall agree on an arbiter residing in Hidalgo County, Texas and such arbiter shall be a practicing attorney in Hidalgo County, Texas. All costs and fees of such arbiter shall be paid pro rata by the parties involved in the dispute and the Landlord, if the Landlord is involved in such dispute. If the parties cannot agree on an arbiter, a suit shall be filed in a state court of proper jurisdiction in Hidalgo County, Texas solely to appoint an arbiter. Notwithstanding the foregoing, only the Landlord may request and obtain a temporary restraining order in any state court and such temporary restraining order if obtained, by agreement of the

parties, the state court shall convert such temporary restraining order into a temporary order and after signing such order shall refer the entire case to the arbiter for final disposition of the dispute. Landlord may proceed with a forcible detainer action to evict Tenant in justice of the peace court and that shall be the only Dispute litigated in that court and if the Tenant appeals, such appeal shall go to arbitration for further resolution. The intent of the parties is except for arbitration the forcible detainer at the justice of the peace level only and temporary restraining order and temporary injunction as provided herein, all other Disputes shall be submitted to arbitration.

33. Limitation on Damages. THE PARTIES AGREE THE ONLY DAMAGES WHICH MAY BE REQUESTED BY ANY AGGRIEVED PARTY ARE ACTUAL ECONOMIC DAMAGES PAID OR INCURRED BY SUCH PARTY AND NO OTHER TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, TREBLE, PUNITIVE, EXEMPLARY, STATUTORY, DTPA, SPECIAL OR OTHERWISE WILL BE REQUESTED OR AWARDED TO SUCH AGGREIVED PARTY. ATTORNEYS FEES AND ALL COURT COSTS INCLUDING EXPERT FEES ALSO ARE NOT RECOVERABLE BY THE AGGRIEVED PARTY. ANY DISPUTE RELATING TO THIS PROVISION IS SUBJECT TO ARBITRATION AS PROVIDED HEREIN.
34. Release from all activities. Lessee and his invitees release Lessor, its officers, including but not limited to Taek Kim, Nancy Vargas, Alamo Rec Veh Park LLC, Kim Family Property Trust LLC and all employees from any claim or injury arising from any activity in the park including but not limited to car race tracks, drones, helicopters, fishing, swimming pools, air pellet gun range and shuffle board, regardless of whether such activity is sponsored by the Lessor or by a Lessee or group of Lessees. By participating in such activity the participant is representing he/she is fit to engage in such activity. Landlord does not medically screen participants and does not have any medical assistants on standby during such activities; all participants assume the risks associated with such activities when they engage in same.
35. If any provision of these Rules and Regulation are deemed invalid, unconscionable, or incapable of being enforced including on grounds of public policy (with any such determination to be made solely by the arbiter), then all of the other provisions shall nevertheless remain in full force and effect.
36. Park will not be responsible for accidents, thefts, fire or any property damage.
37. MANAGEMENT RESERVES THE RIGHT TO ASK ANY UNCOOPERATIVE RESIDENT TO LEAVE THE PARK.
38. THIS PROPERTY MAY BE UNDER 24 HOUR SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN ANY DISTURBANCE COMMITTED AGAINST THIS BUSINESS.