

## Alamo Rec Veh Park, LLC (Park) Rules and Regulations

**(Note: Unless specified otherwise, these rules apply to all Daily Renters and Monthly Tenants. These are in addition to the rules listed in our Lease Agreements, Rate Sheets, FAQs, Laundry Rules plus others the Park has established. If there is a difference in a rule between documents, the document with the most recent date has precedence.)**

- 1. Quiet Time: 10 p.m. to 7 am. Please be considerate of others. No loud music or any loud noise at any time.**
- 2. SPEED LIMIT: Please observe a speed limit of no more than 10 MPH.**
- 3. 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.**
4. 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 people must be registered if they stay more than 24 hours.
5. Rent is payable in advance and not refundable to anyone who makes a personal decision to vacate his/her lot.
6. Reservation deposit is refundable less \$50.00 prior to October 15th of upcoming season.
7. Daily renters must always wear badges in the Rec-Hall.
8. MONTHLY RATES are due on the first of the month.
9. AUTOMOBILES - Speed limit is 10 MPH. Drive carefully, ESPECIALLY at night. Do not park on lawns, block streets or driveways. Observe restricted parking areas.
10. CLOTHES LINES - a portable scissor type rack attached to the rear of your unit is permissible.
11. FRONT GATE is locked at night for your security. Each tenant will receive a code to enter the premises.
12. GARBAGE is collected on Monday & Thursday. Garbage must be placed in plastic containers placed at the end of the driveway by 8:00 am.
13. LAUNDRY FACILITIES with outside clothes lines are provided in the park.
14. MAIL is distributed to your mailbox Monday through Saturday except on legal holidays. No Saturday mail is distributed from April through November.
15. WITH PETS, our goal is to provide a pet-friendly environment that respects the rights of the residents and the safety and well-being of the pets. Therefore, pet owners can live on any site in the park. The following are the standards of behavior for all pet owners.
  - a. No more than 2 pets are permitted on the site. Any exception to this rule must be submitted in writing and approved by Park Management.
  - b. All pets must be contained on your lot or inside your unit. They are not permitted to be on driveways, walkways or lawns of other sites unless invited by the tenants on such sites.
  - c. Pets must always be on a leash when outside your unit. The leash can have a maximum length of 6 feet. Pets may be walked on any blacktop roadway in the park and on the grassy area around the lake. The only time the pet may

- be off leash is in the dog park (when available) with the gate closed. If there are other dogs in the dog park and your pet becomes aggressive, they must be put on a leash and be removed from the dog park.
- d. Pets are not permitted in any of the park buildings. The only exception is if your pet is a service animal.
  - e. Pet waste must be picked up immediately and disposed of in a plastic bag. Place the bag in one of the waste containers around the lake or in your garbage can.
  - f. Always keep your pet's noise under control.
  - g. Your pet should never be left alone outside your unit.
  - h. You are responsible for any injuries that your pet may cause to other animals or to people. Always control your pet to prevent them from jumping on other people or other animals.
  - i. All pets must be registered with the office.
16. 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.
17. The Rec-Hall hours can vary but typically it is open from 6 AM to 10 PM daily during peak season. And during the summer months, the Rec-Hall is open from 8 AM 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.
18. TELEPHONE connections and Internet providers are available.
19. TREES AND SHRUBS shall not be removed from any lot. If you wish to replace trees or shrubs currently on your lot, written 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.
20. ELECTRIC METERS are read on the 1<sup>st</sup> business day of each month and the statement put in your mailbox. All accounts are due and payable within 5 days of the statements being issued or by the 10th of the month. 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.
21. 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.
22. Only one (1) living unit is permitted per lot or space. See FAQs on our Rate Sheet for more information.
23. Storage Units during Occupied Reservation: Small utility trailers, car dollies and additional autos can be placed on the reserved lot if a request is submitted in writing and management approves and does not interfere with yard, neighboring lots, landscaping, utilities and easements. Larger or extra trailers, dollies, autos, motor homes, campers, etc. must be placed in our designated storage area. Decision if item 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 designated grass area, storage fee is \$2 per day and on blacktop area, storage fee is \$3 per day. 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 display their storage lot number and must be readable from the street.

24. For all monthly tenants on standard lots, one storage shed is permitted per lot. Additional storage sheds will be charged a fee of \$30 per month. For daily renters, one storage shed is permitted if the reservation is for a minimum of 5 months. Management reserves the right to remove the storage shed if the lot is needed for rental. This rule does not apply to blacktop lots.
25. One carport per standard lot is permitted with written management approval for monthly tenants only. This rule does not apply to blacktop lots.
26. Only one unit (RV or Motor Home) is allowed on each blacktop lot and one vehicle. There is no space for carports or additional vehicles. If a tenant acquires a second vehicle or storage unit, tenant must move to a regular lot.
27. 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. If the unit is remaining, buyer and seller must submit a "Transfer of Ownership Form" and the new Owner must sign the Lease Agreement.
28. All new units of monthly tenants must be 10 years old or less (current units are grandfathered in). Exceptions must have written approval by management. All units must be kept in good, clean condition. All units of monthly tenants must also be skirted, especially mobile homes, park models and custom homes. Yards must be well-kept and free of debris and trash. Up to two (2) regular vehicles are allowed per lot if they both fit on the driveway. There is no parking in the yard or on the street. Guest parking can park on street briefly.
29. Any type of building construction, masonry work, landscaping or other permanent changes must be approved in writing in advance by management. One carport and one awning are permitted per lot with management approval and with lease agreement. Any electrical wiring that needs to be upgraded due to such construction must be upgraded to park code at tenant's expense.
30. Conducting a business within the park is prohibited.
31. **SUB-LEASING** of leased lots is permitted but only with written permission of management. The owner must bring the prospective sub-tenant first to the park office for management approval. Lot rent and all due utilities are the responsibility of the homeowner. Homeowner is still liable for rent and utilities if sub-tenant becomes delinquent in payments. A non-refundable service charge of \$40 is billed to the owner and both the owner and the new sub-tenant must sign our Subleasing Agreement Form. Sub-tenant must follow all rules and regulations of the Park.
32. 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.
33. **SWIMMING POOL RULES**
  - a. People using the swimming pool do so at their own risk. 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.

#### 34. 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.

#### 35. USAGE OF PARK PROPERTY AND EQUIPMENT ON PREMISES

- a. To support the many activities and events that occur at the Park, the Park provides a lot of equipment that is free to use to support these activities. However, this equipment can only be used in accordance with the activity needed and at the activity location. No equipment can be removed and used elsewhere.

#### 36. REVISION OF RULES AND REGULATIONS AND RATES

- 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.

- c. Park Management reserves the right to add to, delete, and revise the Rate Sheet, FAQs and Lease Agreement from time-to-time and tenants are given 60 days' notice.

37. 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 with 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.

38. 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.

39. 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 racetracks, drones, helicopters, fishing, swimming pools, air pellet gun. range and shuffleboard,

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.

40. 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 the other provisions shall nevertheless remain in full force and effect.
41. Park will not be responsible for accidents, thefts, fires or any property damage.
42. MANAGEMENT RESERVES THE RIGHT TO ASK ANY UNCOOPERATIVE RESIDENT TO LEAVE THE PARK.
43. THIS PROPERTY MAY BE UNDER 24 HOUR SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN ANY DISTURBANCE COMMITTED AGAINST THIS BUSINESS.