

RV PARK RULES & REGULATIONS

Version 16

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within McCaig Properties. The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each RVer a maximum of convenience and comfort. The following Rules and Regulations are a part of your agreement with the Park for the Lot you have rented. Please read the Rules and Regulations carefully and keep them on hand as they constitute a binding agreement between you and the Park Management. Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

- A. "Guests" includes all of RVer's agents, employees, and persons sharing the Premises pursuant to Civil Code Section 799.25, invitees, permittees or licensees or other persons in the Park or on the Premises at the invitation, request or tolerance of RVer.
- B. "Owner" includes, but it is not limited to, the owners of the Park (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Park (herein referred to as the "Park Management").
- C. "Park" means any McCaig Property notwithstanding the DBA name.
- D. "Park Facilities" means the services and facilities of the Park.
- E. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by RVer before RVer commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, RVer shall submit a written request to Park Management which describes the action RVer proposes to take and requests Park Management to give prior written approval.
- F. "Recreational Vehicle" (also "RV") as quoted by City of Lincoln Ordinance 2003.03 Any properly licensed vehicle that is intended for use on a *temporary* basis by campers, vacationers, or travelers which shall include travel trailers, fifth wheel campers, park models, camping trailers, and motor homes. Under no circumstances may a vehicle of this nature be used as a full-time living quarters.

G. "RVer" is the person who has completed application to have a RV in the Park pursuant to the Recreational Vehicle Park Occupancy Law and who lawfully occupies a recreational vehicle located in the Park.

H. "RV Lot" or "Premises" means the real property (which is a recreational vehicle lot) rented to RVer by Owner as defined by the Recreational Vehicle Park Occupancy Law.

3. **RENTAL FEES.**

Tenants are responsible for payment of all Lot rental fees, boat slip rental fees, storage fees, and additional fees listed in the Seasonal Rental Application (hereinafter referred to as "Rental Fees") by the first of each month. If the balance owing for all Rental Fees is not received by the tenth, an additional fee of \$50.00 will be charged. No Lot rental fees will be allowed thirty (30 days) in arrears. Habitual late payment will result in non-renewal of Lot Rental. Tenants covenant and agree that no Manufactured Home shall be removed from the Park until all Rental Fees and arrears on Rental Fees due and payable have been paid in full and all such funds have been cleared.

Tenant is responsible for all cost related to collection of monies due. This includes but is not limited to Administration cost, Legal Fees and other related cost.

ALL UNPAID DEBTS ARE REPORTED TO CREDIT AGENCIES AND ANY ELIGIBLE INCOME WILL BE GARNISHED UNTIL DEBT IS SATISFIED TO THE FULL EXTENT ALLOWED BY LAW!

4. **USE OF FACILITIES.**

RVer have the right to use the Premises and Park facilities in compliance with these Rules and Regulations and the other provisions of the Park's residency documents. RVer agrees that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each person individually. RVer agrees that he or she is not a third party beneficiary of any other agreement between Owner/Park Management and any other person in this Park.

5. **PARK PERSONNEL.**

A. Owner shall be represented by Park Management, who can enforce the Rules and Regulations on behalf of the Park's Owner.

B. Neither Owner nor Park Management will provide security officers, security guards, or security personnel with respect to the Park and are not responsible for any criminal acts which occur in the Park, and, to the extent permitted by law, RVer waives all claims against Owner and/or Park Management related thereto.

6. **COMMUNITY STATUS.**

A. McCaig Property is an all-age community with no minimum age requirements for RVer and their Guests.

7. **GUESTS.**

- A. For any Guest to stay at the Premises overnight, the Guest must be registered with Park Management and pay the guest fee.
- B. No Guest may stay more than five (5) days without prior written permission from Park Management.
- C. RVer agrees to acquaint all Guests with the conditions of tenancy in the Park, including, but not limited to, the Park's Rules and Regulations. RVer is personally responsible for the actions and conduct of RVer's Guests.
- D. If RVer will not be present, then no Guest(s) may occupy or otherwise use RVer's Recreational Vehicle or RV Lot without Park Management's consent.

8. **RECREATIONAL VEHICLE AND ACCESSORY EQUIPMENT STANDARDS.**

- A. Recreational Vehicles. Only RVs as defined by City of Lincoln (see above definition) are permitted to be placed on the RV Lot.
 - (1) Only one (1) RV may be placed on each RV Lot.
 - (2) Placement of RVs shall be determined by Park Management. In no event shall an RV be located closer than twenty feet (20') from any building or ten (10') between any other RV situated on an adjacent Lot. The distance will be measured from and between the RV and outermost structural parts, when fully extended, or attached features.
 - (3) All RVs within the Park must be properly licensed. All owners of RVs shall furnish to Park Management a copy of the registration for the RV immediately upon its siting at the Premises and annually thereafter, or if there is any change in the legal or registered ownership.
 - (4) Only fully self-contained trailers and motorhomes are accepted. No tents or pick-ups with camper shells will be permitted.
 - (5) Each RV entering the Park must either be new or in good condition and approved by Park Management.
 - (6) A certificate of insurance for the RV must be available to Park Management the certificate of insurance should indicate coverage for the duration of RVer's stay in the Park.
- B. Accessory Equipment and Structures. The installation by RVer of any accessory equipment and structures on the Premises is prohibited without prior Park Management approval and permits from Park Management.
 - (1) Building permits, licenses and other similar permission from McCaig Properties and the

appropriate government bodies or agencies must be obtained, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all laws and ordinances.

- (2) Before beginning a new installation of (or a change in) accessory equipment and structures or a change in any appliance which is to be connected to the Park's utilities (including, but not limited to, the electric or water supply), RVer shall submit for Park Management's approval a written plan describing in detail the accessory equipment and structures which RVer proposes to install or change. A park permit is required in addition to permits required by the city of Lincoln, Shoreline management or FEMA and must be obtained before applying for such permits.
- (3) Any accessory equipment, structure or appliance not in compliance with the Park's residency documents shall be removed from the Premises by RVer within ten (10) days of receipt of written notice.
- (4) Upon termination of RVer's tenancy, all improvements such as fixed covers, porches, dock, piers, walkways, and landscaping will remain property of the park.

C. Standards for Accessory Equipment and Structures. Conditions for specific equipment and structures are as follows:

- (1) Cabanas. The installation of any on the Premises is strictly prohibited.
- (2) Air Conditioners. Any air conditioner or evaporative cooler in an RV must be in good operating condition and must not make excessive noise that will be disturbing to any other tenant.
- (3) Decks. All lots meet a required standard. Decks, porches, and other accessories will be offered as part of the type of lot you rent. Lots will vary in accessories. No additions will be allowed that is not part of the master plan specifications.
- (4) Exterior Storage Buildings. No storage buildings will be permitted on the RV lot. Storage space may be rented from Park Management.
- (5) Fences. Fences are prohibited.
- (6) Antennas. No exterior antennas, including, but not limited to, TV, ham and CB antennas, may exceed the height of RVer's Recreational Vehicle by more than twelve feet (12'). A satellite dish must be approved by Park Management and mounted on the RV.
- (7) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are not to be used for storage of any items not otherwise permitted outside the RV.
- (8) Clotheslines. Clotheslines are not permitted on the Premises. Clothes, towels or linens will not be allowed to be hanging outside.

- (9) **Per the City of Lincoln 604.04B** boats, trailers, or vehicle exceeding 30 feet may not be parked on the Lot. Boat storage is provided for an additional fee per month. **The Park does not allow boats, jet skis, trailer's to be parked on the Lot.**

9. **GENERAL CONDITION OF PREMISES.**

- A. **Premises.** Each RVer is responsible for the maintenance and appearance of RVer's Premises and recreational vehicle. The Premises shall be kept free of weeds, litter and debris at all times.
- (1) Storage of anything beneath, behind or on the outside of the RV is prohibited. This includes but is not limited to, storage of boxes, trunks, wood, pipe, bottles, tools, mops, ladders, paint cans or any item which is unsightly in appearance.
 - (2) Only outdoor patio furniture and barbecues approved for use by Park Management (such approval shall not be unreasonably withheld) may be used outside the RV.
 - (3) No appliances, including, but not limited to, water heaters, freezers, refrigerators, washing machines, clothes dryers, may be installed or placed outside of the RV at any time.
 - (4) The exterior paint on the RVer's Recreational Vehicle, accessory structures and equipment, and the vehicle used to pull the travel trailer or fifth wheel, shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner. Written approval must be obtained from Park Management prior to any painting. Any change in color requires advance approval of Park Management. Spray painting is not permitted in the Park.
 - (5) Anything which creates a threat to health and safety shall not be permitted on the Premises. No flammable, combustible, or explosive fluid, material, chemical or substances (except those customarily used for normal household purposes which shall be properly stored within the RV and/or storage building) may be stored on the Premises and then only in quantities reasonably necessary for normal household purposes.
 - (6) If any portion of the exterior of the RV or its accessory equipment, structures, or Appliances. The vehicle used to pull the travel trailer or fifth wheel; or the Premises are damaged, the damage must be repaired or replaced within thirty (30) days.
 - (7) **Sewer System.** No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the sewer system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of the RVer and may be treated as an additional charge.
 - (8) **Garbage and Trash Disposal.** Garbage must be placed in plastic trash bags and kept inside the RV until deposited in the designated disposal bins. Sanitary and health laws

must be obeyed at all times. Combustible, noxious, or hazardous materials should be removed from the Park and not placed in bins. Lids on the disposal bins are to be kept closed. At no time must bins be loaded with landscaping and pruning matter or other material. Household garbage only is allowed to be placed in bins. Materials must not be left outside of the bins. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Construction debris and large items such as mattresses and appliances are not to be disposed of in the bins. Any RVer or their guest caught violating this rule will be charged a **\$500.00 fine**. Tenants caught burning household garbage will be fined **\$100.00 per occurrence**.

- (9) To avoid damage to underground utilities, RVer must have Park Management's consent before digging or driving rods or stakes into the ground. RVer shall bear the cost of repairs to any utilities or Park property damaged by RVer. (2) The existing drainage pattern and grading of the Premises may not be changed without Park Management's consent.

B. Landscaping. RVer may not plant any tree or shrub in the ground without the express written approval of Park Management.

(1) Any landscaping which has been installed by RVer without Park Management approval and/or in violation of these Rules and Regulations must be removed by RVer within ten (10) days of written notice.

(2) Any irrigation system must have prior written approval of Park Management.

(3) RVer is responsible for insuring that water does not puddle or stand and drains away from the RVer's Recreational Vehicle into the street, but not onto other Lots or common areas. RVer may be required to correct improper drainage at RVer's expense, including, but not limited to, leveling or otherwise adjusting the RV or repairing and/or replacing any improvements.

(4) All landscaping installed by RVer, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by RVer. Such maintenance shall include, but not be limited to the trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's RV.

(5) RVer will not trim trees or shrubs on Park property other than on his or her Premises without Park Management's written consent.

(6) When vacationing or absent for any other reason, it is the responsibility of the RVer to arrange for someone to water and to maintain the Premises. Landscape maintenance may be hired out at the Main Office.

(7) RVer must be careful when using water to maintain RVer's landscaping. To prevent the waste of water, nuisance to other residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Park's streets or onto the yards of neighboring residents.

10. **ENTRY UPON PREMISES OF RVer.**

Park Management shall have a right of entry upon the RV Lot or Premises for maintenance of utilities, for maintenance of the Premises where the RVer fails to maintain the Premises in accordance with the Rules and Regulations, and for the protection of the Park, at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with RVer's quiet enjoyment. Park Management may enter a Recreational Vehicle without the prior written consent of RVer in the case of an emergency or when RVer has abandoned the Recreational Vehicle for more than 30 days.

11. **RECREATIONAL FACILITIES.**

- A. Recreational facilities are provided for the exclusive use of RVer's and their accompanied guests.
- B. 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 Rules and Regulations by reference.
- C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved in advance by Park Management. If alcoholic beverages are to be consumed, a liability insurance binder may be required. No glassware or soft drink bottles may be taken into the recreation areas.
- D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park Residents' Committee, written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law.
- E. No RVer may have more than two (2) guests at any time in the recreational facilities, unless permission is granted by Park Management.
- F. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.
- G. Recreational facilities rules may be changed or revised upon thirty (30) days' notice to RVer.
- H. All entertainment devices are not permitted in the recreational facilities of the Park, unless used with earphones.
- I. Park Management shall not be responsible for loss, theft, or damage of personal property left unattended at the Park Facilities.
- J. Residents wishing to reserve the Park Facilities for private parties, meetings or other

functions must apply by making arrangements with Park Management two (2) weeks in advance, if possible. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Park Management, the request will be granted. During such a scheduled event or party, the Park facilities will not be open to other Residents and their guests

RVer will be required to pay for any damage that may occur. The Park is not responsible for any accidents. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Park. RVer will, therefore, be required to provide Park Management with information relating to the function so that Park Management may evaluate the function.

12. **VEHICLES AND PARKING.**

- A. Not more than two (2) vehicles (other than the RV) may be parked on RVer's Premises, and all of the RVer's vehicles in excess of two (2) must be parked outside of the Park.
- B. Parking is permitted only in designated areas.
- C. Each vehicle belonging to RVer must be registered with Park Management.
- D. No parking is permitted on the streets of the Park. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of Recreational Vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairman, delivery persons, health care personnel or Park employees may be parked for short periods of time on the street immediately adjoining the Premises where repairs are being performed or where services are being provided.
- E. Vehicles parked on RVer's Premises may only be parked on the driveway and not on any other area of the Premises. Parking is not permitted on vacant Premises or landscaped areas.
- F. Guests may only park in designated guest parking spaces, on the host RVer's Premises, or on the street outside of the Park. RVer may not park in the guest parking area. Due to the limited parking facilities, traffic congestion and noise, Park Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park. Park Management also reserves the right to require guests to reposition or remove their car from the Park.
- G. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner without further notice.
- H. Other than the RV located on the Premises, sleeping in vehicles is prohibited.
- I. No automobile may be "stored" on the Premises. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks. However,

RVer may leave their vehicle in their parking space when on vacation, so long as the Resident informs Park Management of the dates of the vacation.

- J. No boats, jet skis or trailers may be stored on the Premises. Storage for these may be rented at the Main Office.
- K. Parking of more than the number of vehicles agreed to in the occupancy agreement/lease is strictly prohibited at any time. All vehicles within the Park must have current vehicle license plates and current vehicle registration stickers affixed and clearly legible at all times.
- L. Only safely operable vehicles in daily use that have been identified to management will normally be permitted to park on the Resident's Lot.
- M. Any vehicle parked in any fire lane, blocking trash dumpsters, or driveways, or any exit or entranceway is subject to towing at vehicle owner's expense without further notice.
- N. Owner is not obligated to provide space for all vehicles belonging to RVer and/or their guests.
- O. No vehicle may be kept on jacks, blocks, axel stands or otherwise elevated except for simple and expedient changing of flat tires so as to allow vehicle to be safely operated. Any violation will result in immediate towing of the offending vehicle from the Park at vehicle owner's expense.
- P. Park and Park Management are not responsible for theft, vandalism, or damage to the vehicles of RVer or their guests.
- Q. RVer and guests are further responsible for obeying all posted regulations and restrictions, which are incorporated herein by reference.
- R. Any RVer or guest damaging the grass or landscaping with their vehicle will be charged for the cost of repairs. RVer will not drive across or park on the grass or landscaper areas at anytime.

13. **MOTOR VEHICLES AND BICYCLES.**

- A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately. Damage will be paid by the RVer.
- B. No maintenance, repair or other work of any kind on any vehicle, boat or Recreational Vehicle may be done on the Premises without Park Management's consent. This includes, but is not limited to, the changing of oil.

- C. Washing of vehicles, other than light sponge and pail cleaning, is prohibited within the Park. RVers and their guests are encouraged to use off-site vehicle-washing facilities to both conserve Park water and to avoid annoyance and potential damage or inconvenience to neighboring RVers, Residents, and Guests from spraying and/or flowing water.
- D. For the safety of all persons within the Park, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. The speed limit in the Park is 10 miles per hour (MPH). Continued failure to cooperate with rules and regulations related to motor vehicles, their safe operation and parking within the Park may result in the loss of their parking space and/or be considered cause for eviction.
- E. Pedestrians, electric carts and bicycles shall be given the right-of-way.
- F. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and licensed for street usage.
- G. Excessively noisy vehicles are not permitted in the Park.
- H. Motorcycles, motor scooters, mini-bikes, or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and RVer's Premises and may not otherwise be driven on any other street in the Park. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. All such vehicles shall be licensed street legal and driven by a licensed driver only.
- I. Dune buggies, dirt bikes, off-road vehicles and all-terrain vehicles may not be operated in the Park.
- J. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant Premises or any other paved area. Bicycles must obey the same traffic regulations as cars.
- K. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.
- L. Skateboard riding and roller skating are not permitted in the Park.
- M. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.
- N. Vehicles operated in the Park must be properly licensed with current vehicle license plates and registration stickers affixed and legible.
- O. Failure to observe these Rules will result in the offending vehicle being removed from the

premises at vehicle owner's expense.

14. **CONDUCT.**

- A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or 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 arrow, BB guns, knives, swords, batons, fireworks, explosives, mace, pepper spray, electric "tasers" and guns is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any common area or other area of the Park which is generally open to Residents and their guests.
- B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. No loud music or noise is permitted. Radios, CD players, boom boxes, and other such entertainment devices are not permitted outside of the RV, unless used with earphones. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.
- C. RVers and their Guests shall not encroach or trespass on any other person's Premises or upon any area which is not open for general use by RVers and their Guests. All Park property which is not for the use of RVers and their Guests, including, but not limited to, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management, shall not be used, tampered with or interfered with in any way by RVer.
- D. RVers and their Guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. RVers must acquaint all Guests and all occupants of the RV with the Park's Rules and Regulations.
- E. The use of baseballs, footballs, or other flying objects within the Park is prohibited. The Park's streets shall not be used for the playing of games and sports.
- F. Except for commercially manufactured barbecues or other appliances installed in Resident's RV, no fires are permitted on the home site. Fire Pit's will be allowed upon approval of Park Management.
- G. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Park Management in violation of any law or ordinance.
- H. RVer is responsible for the actions and conduct of all other occupants, guests, or residents of RVer's RV and for the actions and conduct of RVer's Guests and invitees. Such

responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.

- I. The Premises and RVer's Recreational Vehicle shall be used only for private residential purposes, and no business or commercial activity of any nature shall be conducted thereon.
- J. Park-owned chairs and other equipment are not to be removed from their original location.
- K. RVer is responsible for the actions and conduct of all other occupants of RVer's Recreational Vehicle and for the actions and conduct of RVer's Guests and invitees. Children are also subject to the Park's Guest Policy. Children's behavior must be reasonable and non-destructive. Children are not allowed to enter upon or play on any other RVer or Resident's Lot without the express permission of that other RVer. Children may not enter or play upon vacant sites at any time. Children on the premises must be supervised by a .

15. **INSURANCE.**

- A. Park does not carry public liability or property damage insurance to compensate RVer, RVer's Guest or any other person from any loss, damage, or injury except those resulting from actions where Park would be legally liable for such loss, damage or injury. RVer is responsible for obtaining, at RVer's own cost, extended coverage for RV, fire and other casualty insurance on the Recreational Vehicle, other improvements and contents to the full insurable value and such other insurance as is necessary to protect RVer, RVer's Guest or others from loss or liability, and RVer hereby agrees to indemnify and hold harmless Owner and Park from any liability thereof. Insurance to also cover debris removal.
- B. Evidence of Insurance is required upon application for tenancy at the RV Park. RVer must name Owner and Park as additional insureds on RVer's Insurance Policy and provide evidence of the same to Park within 15 days of execution of the Agreement. Failure to provide evidence of Park being the additional insured may, at the option of Park, void this Agreement and RVer will be required to vacate the RV Lot.

16. **PETS.**

Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny an RVer a pet if a proposed pet would pose a threat to the health and safety of other Residents of the Park. No more than two (2) pets are allowed per RV Lot.

- A. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty pounds (20 lbs.) in weight or eighteen inches (18") in height when measured at the shoulders in a standing position) are permitted. Guide dogs, signal dogs, and other service

dogs as defined by FHAct §504 are exempt from the size limitation otherwise applicable to dogs.

- B. Non- house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- C. After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.
- D. If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.
- E. If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the RVer owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.
- F. The following rules must be strictly followed by all pet owners:
 - (1) Each pet must be licensed and inoculated in accordance with applicable state or local law.
Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
 - (2) Pets must be walked outside of Park grounds. RVers are required to immediately clean up and dispose of all excrement created by their pets. Failure to pick up dog litter made by Resident's dog outside the Tenants Lot will result in an immediately due and payable fine of **\$100.00 per occurrence**.
 - (3) Pets must be on a leash no longer than fifteen (15) feet when not inside the mobile home, and the leash must remain in control of the responsible RVer. Any pets outside of the home without a hand leash will result in an immediately due and payable fine of **\$100.00 per unleashed pet**.
 - (4) Any pet running loose in the Park will be taken to Animal Control. Park Management is not responsible for any actions or omissions on the part of Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.
 - (5) Other than guide dogs, signal dogs and other service dogs as defined by FHAct §504, pets will not be allowed in the clubhouse or any recreational area at any time.
 - (6) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's home site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by

RVer's pet. RVer must immediately clean up after their pets and properly dispose of any pet excrement.

- (7) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure.
- (8) Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other service dogs as defined by FHAct §504.
- (9) Feeding of stray cats and other animals is prohibited. Notwithstanding this section, bird feeders are permitted.
- (10) The tying up of pets outside the RV and leaving them unattended is prohibited.
- (11) RVer agrees to indemnify and hold harmless Park Management and/or Owner for any loss, injury, or liability caused by RVer's pet.
- (12) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.
- (13) Except as specifically exempted, these Pet Rules are applicable to all animals located in the Park, Including Service Dogs!
- (14) Any animal that shows signs of aggression will not be allowed in the Park, including dogs labeled as Service Dogs.
- (15) You accept full responsibility and liability for any pet you own. In the event there is a question of ownership, you will be deemed to own any animal that occupies your home or yard or any animal that you regularly feed.

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In the event that a stray or non-owned animal comes onto your property, you should report this fact to Park Management immediately so that the animal is not deemed under this policy to belong to you with the attendant responsibilities arising in such an event. Any animal whose ownership is denied by the Resident upon whose property the animal is found, and is without any identification tag or other evidence of ownership, and/or has not been approved under this policy, shall be subject to immediate seizure and removal from the Park by Park Management, without liability to the owner of said animal for such action.

By continuing as a resident of the Park, you acknowledge the terms of his policy and further acknowledge that the Park's owner and management assume no liability for injuries and/or damages caused by the pets owned by tenants or stray animals coming

onto the Park property and you waive any such claims against the Landlord, the Park, its owners, management, and employees, to the extent allowed by law. Residents should be vigilant to observe this animal policy whether or not they are animal owners in order to ensure their safety, and the safety of other residents.

We hope this explains the pet policy to everyone's satisfaction. Please understand that we must strictly enforce this policy and will do so.

17. RENTING, SUBLETTING OR ASSIGNMENT.

RVer shall not sublease, rent or assign RVer's Recreational Vehicle, the Premises or any rights or interest that RVer may have under RVer's registration agreement or rental agreement.

The recreational vehicle is the property of the RVer and may be sold by the RVer. Parties purchasing an RV must fill out an application and be approved by the park management before being allowed to take possession of the lot. Approval is not guaranteed or implied. Any RVer failing to inform a potential buyer that the right to rent the lot is not included in the sale will be responsible to the buyer for the cost incurred by the buyer and the park. A transfer inspection must be completed and signed by park management in order for the seller to be in compliance.

In the event a lot transfer is approved the seller and buyer must allow park management to inspect the RV and all improvements listed on the transfer inspection must be done before the transfer takes effect.

18. LOT RENTAL CANCELLATION.

Tenants who wish to cancel their Lot rental should advise Park Management in writing with a thirty (30) day advance written notice. Failure to provide such notice will result in a loss of the deposit. Tenants understand and agree that Park Fees are non-refundable under any and all circumstances, unless otherwise stated in writing by Park Management.

19. NON-RENEWAL.

Tenants who choose not to renew their Lot Rental for another month must remove RV and all possessions from Lot by 5:00 pm by the last day of the month. Anything left on the Lot after this date will be considered abandoned and will be removed and disposed of at the Tenants expense. Park Management reserves the right to not renew any Lot for rental at any given time. The Resident will receive in writing from Park Management a notice to vacate the premises.

20. FIXTURES.

All landscaping and structures or other improvements permanently attached to or embedded in the Premises shall become a part of the realty upon their installation and belong to Owner. Upon RVer vacating the Premises, such improvements shall remain upon and be surrendered with the Premises. Park Management may, however, at its sole option, permit or require RVer to remove, at RVer's own expense, said improvements. RVer shall repair any damage to the Premises caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Premises in a neat and uncluttered condition with the Park's original engineered grade intact.

21. **SOLICITATION.**

Throw-away newspapers, distribution of handbills, notices, or advertisements, and door- to-door selling or solicitation are not permitted without Park Management's consent. All salespeople must make individual appointments with the RVer concerned or interested.

22. **PARK OFFICE AND COMPLAINTS.**

- A. Except in an emergency, please do not telephone or contact Park Management after normal business hours. The Park's office phone is for business and emergency use only.
- B. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
 - (1) All community business is conducted during posted office hours.
 - (2) RVer shall not request maintenance personnel to perform jobs for RVer, nor shall RVer give instructions to maintenance personnel. All repair or maintenance requests shall be submitted in writing to Park Management.

23. **DURATION OF STAY.**

Per City of Lincoln 2003.12

No Recreational Vehicle should remain on the same site for an unlimited period of time. (Ord.05-28) all recreational vehicles placed on sites must be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have not permanently attached structures or additions.

Lots are for Recreational Vehicles (RV) only, at no time will the RV lots be used for permanent residents. Anyone violating this rule will be immediately asked to vacate the lot.

24. **REVISIONS OF RULES.**

- A. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the Park Facilities.
- B. Park Management reserves the right to increase rates with a 60 day written notice that may be placed on community information board or web site.
- C. Park Management does not give refunds.
- D. Park Management reserves the right to give Notice to Vacate to any tenant at any time.

25. **PARAGRAPH HEADINGS.**

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

26. **SEVERABILITY.**

The invalidation of any one or more of these Rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

27. **INDEMNIFICATION.**

To the extent permitted by law, RVer shall Indemnify Management, its officers, managers, agents, representatives and employees from any liability, loss, legal fees, costs, expenses or damages that they may suffer as a result of any claims, demands, lawsuits, actions, costs, judgments and the like asserted against them arising out of the negligent acts or omissions of RVer or RVer's occupants, Guests, Visitors or invitees.

28. **INSTALLATION AND REMOVAL OF RV'S.**

An RV may not be brought into the Community without Park Management's written consent or removed from a Lot without a signed written agreement from the Park Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the RVer and Park Management authorizing installation or removal. If RVer is using an RV transporter service, the service must contact Park Management at least thirty (30) days prior to any anticipated move-in or move-out date and obtain Management's written authorization to perform the move. Park Management has the right to coordinate the moving dates and times, and to reject and exclude from the Community any RVer or transporter service that does not cooperate with Park Management or which Management deems to be not qualified or not responsible, in Management's sole discretion. RVer is responsible for damages caused by themselves and their transporter service. Park Management hereby establishes a possessory lien on each RV located in the Community to secure payment of the obligations on each RV located in the Community, which is hereby deemed a consensual lien.

29. **SUBORDINATES.**

The Community Documents and the tenancy created herein are subject and subordinate to all mortgages, group leases, acts or events of condemnation, deeds of trust or other liens or encumbrances which may now or hereafter affect the Community Documents or the real property of which the rental Lot forms a part, and any renewals, modifications, consolidations, replacements or extensions thereof.

30. **ABANDONMENT.**

RVer shall not abandon the Lot or RV located thereon. RVer shall be responsible for all damages suffered by Management in the event of abandonment. Park Management may, at its option, consider an RV or Lot to be abandoned if: 1) rent remains unpaid for five (5) days after the due date and if

Park Management does not observe the RVer(s) present at the Lot; or (2) If Park Management does not observe the RVer(s) residing at the Lot for a period of 15 days without notice to and consent of Park Management; or (3) if a notice is issued by Park Management for failure to properly maintain the RV, Lot or improvements and the violations is not timely cured; or (4) any other basis that causes Park Management to believe the RV is abandoned, in the event of abandonment of the RVer's RV or personal property and in addition to the rights and remedies available to Park Management under the law, RVer expressly authorizes Park Management to dispose of said property in any reasonable manner determined by Park Management in situations where Park Management reasonably determines that the value of the property is so low that the cost of moving, storing, and/or conducting a public sale of the property would exceed the amount that would be realized from such sale. RVer releases and holds Park Management and those performing thereunder harmless for loss of the property and/or the value of the property stored and disposed of under the foregoing circumstances. Park Management is not responsible for any claim of damage resulting from moving an abandoned RV. RV will be moved to a storage lot for no less the 90 days. RVer will be responsible for the cost of moving and storage should the RVer claim the abandoned RV.

40. OFFICE LOCATION:

The office of McCaig Properties is currently located at 45261 Hwy 78, Lincoln, Al. 35096 all rents and correspondence should be mailed.

Some parks may have a temporary or satellite office. McCaig Properties reserves the right to place or remove offices in parks or areas. All business should be conducted at the main office location.

I acknowledge that I have received a copy of the McCaig Properties Park Rules and Regulations.

RVer

DATE

RVer

DATE

Lot# _____

Management

DATE