

PARK RULES AND REGULATIONS

Property Address: _____ 221 Shore Bird Lane, Lot 45, Hubert, NC 28539 _____ (“Premises”).

These Park Rules and Regulations are attached to and are expressly made a part of the Lease Agreement dated between Lessor (“Park Management”) and Lessee (“Owner”) concerning the Premises and property located at 301 Inland Park Drive, Hubert, NC, (“Park”) described therein. Owner agrees to follow the following rules and regulations while in possession of the Premises:

1. **GARBAGE AND REFUSE:** Owner shall not cause trash, tobacco products, garbage, nor refuse to be placed anywhere on the Premises other than in designated trash/garbage/recycling/dumpster areas. Owner shall be responsible for placing all garbage/trash/recycling in the dumpster/recycling receptacle located at the designated dumpster area within the Park.
2. **USE OF PREMISES:** Owner, nor any of Owner’s guests, invitees, or agents shall allow the Premises to be utilized as a permanent/primary residence. Owner shall not allow the Premises to be used for any illegal purpose, nor allow any use that disturbs, harasses, antagonizes, or presents a hazard or threat of injury to any of the other Owners or guests or their property within the Park. Owner shall keep the Premises in a clean and neat condition. Park Management shall have the sole and absolute discretion to determine what uses violate this provision/park rule.
3. **FIREWORKS AND FIREARMS:** The use of fireworks within the Park is strictly prohibited. No firearms are permitted within the Park. Violation of this provision/park rule will result in immediate termination of the Owner’s Lease and Owner will be commanded to vacate the Park with their RV and all their personal property.
4. **NOISE:** Owner shall not cause any disturbances which can be heard or may disrupt the quiet use and enjoyment of the surrounding units/residents/neighbors between the hours of 10 p.m. and 7 a.m. Park Management shall have the sole and absolute discretion to determine what uses violate this provision/park rule.
5. **DECKS AND STORAGE:** Owner shall not use the common walkways, front/back yard, or driveway as storage for personal items without the express written consent of Park Management. Owner shall not install, build, erect, or otherwise place/caused to be placed any storage container, building, shed, and/or receptacle (“Storage Container”) on the Premises without the prior written consent of Park Management. Owner shall not build, erect, and/or install any deck on the Premises without the prior written approval of Park Management. All approved decks and/or Storage Containers shall comply with all applicable local ordinances and/or regulations. Owner shall be solely responsible for obtaining any and all permits,

insurance, inspections, etc. required for such authorized decks and/or Storage Container on the Premises and be solely responsible for the costs thereof.

6. **PETS:** Pets/animals are not allowed in the Park without the prior written consent of Park Management. If a pet/animal is authorized, Owner shall not allow their pets/animals to disturb other Owners or guests within the Park. Owner shall use all reasonable efforts to keep the Premises and common areas clear of any pet/animal waste and repair any damages caused to the Premises and its common areas of the Park. Owner is solely responsible for any damage to the Premises, Park and/or personal property of other owners and guests, and for physical injuries caused by their pets/animals to any person. All pets/animals shall be leashed or confined inside the RV, destination trailer, and/or park model at all times.
7. **PARKING:** Each Premises shall only have parking spaces for two (2) motor vehicles and only two (2) motor vehicles shall be allowed to park in the parking spaces designated for the Premises. All other/additional motor vehicles shall be subject to a parking fee of \$10.00 per night per vehicle and shall be parked in the overflow parking section as designated by Park Management. No motor vehicles shall be allowed to be parked/stored on any area of the Premises other than the driveway on the Premises. No unregistered, non-running, non-operational, or “broke-down” motor vehicles may be stored anywhere on the Premises or inside the Park. Owner authorizes Park Management or its representatives to tow away any vehicle which violates this paragraph and Owner agrees to be responsible for any costs, including storage fees, associated therewith.
8. **PESTS:** Owner may use pest control products that are designed for home use to eliminate ants, spiders, roaches, centipedes, snakes, or mice. Owner shall not use any pest control products that are not designed for home use by normal consumers, nor may Owner use any product that may cause damage to the Premises. Should Owner cause any damage to the Premises because of his/her use of any pest control product, then Owner shall be responsible for the cost of repairs. If the Owner’s use of pest control products proves to be ineffective, then Owner shall contact Park Management for written consent to hire an exterminator to treat the Premises and Owner shall pay all costs associated therewith.
9. **GOLF CARTS AND OTHER VEHICLES:** Owner shall not be permitted to use golf carts within the park without the prior written approval of the Park Management. Golf cart use may be authorized by Park Management upon review of a golf cart application and payment of a \$25.00 permitting fee. Operation of the golf cart shall be limited to adults (age 16 and older) who possess a valid driver’s license. The use of motorized vehicles within the park is expressly limited to Golf Carts and cars/trucks/motorcycles which are properly licensed, insured, and registered. Owner is required to provide proof of insurance reflecting a minimum of \$25,000 in liability coverage on the golf cart and its use. All authorized vehicles shall observe the speed limits posted within the Park and be operated in a safe and responsible manner. Golf carts are to be driven only on designated roadways, no cutting through sites. Persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. **Violations of any provision of this rule are subject to \$250.00 fee for each violation.** If an Owner, their guests, or their families have more than three violations

under this section, then Park Management may terminate the Lease and demand that the Owner vacate the Park with their RV and personal property. Owners agree to accept and assume all risks arising from the use of your golf cart on the property, including but not limited to, risk of death, injury, and property loss or damage, whether caused by you or other persons operating the golf cart and whether or not caused by any act or omission of the Released Parties.

10. **RV ARRIVAL, SETUP, AND REMOVAL:** Owners shall be responsible for all costs associated with the installation, setup, and or removal of their individual RVs, destination trailers, and/or park models. All park model and destination trailers shall require underpinning and hurricane straps which must be approved by Park Management prior to installation. All underpinning and straps must be installed within forty-five (45) days of arrival within the Park. All RVs, destination trailers, and/or park models must be removed by the end of the term or upon termination of the lease. If an Owner fails or refuses to remove the RV, destination trailer, and/or park model from the Premises, then Owner grants Park Management the authority, right, and permission to remove the RV, destination trailer, and/or park model from the Premises to be stored until Owner can retrieve said unit. Owners shall be responsible for the costs of removal and storage fees associated with the removal of any RV and personal property.
11. **SEWER, WATER, AND ELECTRICAL:** Each Premises shall have designated water, sewer, and electrical connections for use by Owners. The Owner is responsible for the following:
 - a. Securing a proper connection of their unit to the connections provided by the Park.
 - b. The cost of maintenance, malfunctions, and interruptions of all water, sewer, and electrical services that occur between the point of connection and the RV. The point of connection is defined as follows for each utility; (i) for water, from the RV's side of the meter valve including the connection point; (ii) for electrical, from the meter box; and (iii) for sewer, from the RV's side of the sewer connection and/or hook-up.
 - c. Contacting Duke Energy to set up their own customer account and pay all costs associated with the electricity used by their unit. The Owner shall cause a valid credit/debit card to be placed on file with the Park Management and the Owner authorizes Park Management to place charges on said card for any unpaid electricity used by the Premises upon termination of the lease.
 - d. The establishment and maintenance of any gas services the Owner may choose to service their RV.
12. **POOL:** The pool is swim at own risk and the Park does not have a lifeguard on duty. All Owners and their guests assume all risks associated with their own use and enjoyment of the pool and pool area. Children under 14 must be accompanied by an adult. No glass of any kind is allowed in the pool or pool area. No open containers of alcoholic beverages allowed at the pool or in the pool area. Any alcoholic beverages must be in a closed container or cup with a secure lid. Owners and their guests further agree to further abide by

any new or additional rules posted by Park Management in the pool or pool area. Park Management reserves the right to ask any owner or their guests to leave the pool and the pool area if they violate any pool rules.

13. **LEASE TERMS CONTROL:** In the event that any of the Rules and Regulations set out above conflict/contradict the terms of the Lease, then the terms of the Lease shall control.

THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE ABOVE PARK RULES AND AGREE TO BE BOUND THEREBY.

Owner's Signature

Date

Owner's Signature

Date

GOLF CART RELEASE ADDENDUM

- _____ Initials – The term “Released Parties” means the owners of the property, Park City RV, LLC and their respective affiliates, shareholders, partners, directors, officers, employees and agents.
- _____ Initials – In consideration of the Released Parties allowing you to use your golf cart on the property, you hereby release and discharge the Released Parties from any and all liabilities, claims, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of the use of your golf cart on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties. The indemnification provided for in this paragraph shall survive any termination or expiration of this Agreement.

You represent that you have read this Golf Cart addendum to the Rules and Regulations Agreement, understand the contents of same and sign it of your own free will. You represent that you (the person signing this

Agreement) is 21 years of age or older and that you possess a valid driver's license. You agree that only persons over the age of 16 years old will be permitted to drive the golf cart.

Name _____ Phone _____

Address _____

Site # _____ Insurance Company _____

Policy # _____ (Copy Attached)

Expiration Date of Policy _____ (Updated Policy to be provided annually)

Signature _____ Date _____