



RESIDENT HANDBOOK OF RESORT RULES & REGULATIONS

Effective January 2025

Introduction

"The mission of our dedicated staff is to make your stay a pleasant and enjoyable experience"

The owner of Llano Grand Resort & Golf Club (the "Resort") has adopted the following rules and regulations (these "Rules") to promote the convenience, safety, and welfare of members, residents and RV site users in the Resort, to preserve the Resort's property and upgrade the quality of the Resort, and to make a fair distribution of services and facilities. These Rules are designed to enhance the enjoyment of our facilities by our members, residents, RV site users, and guests. Your respect for your fellow members, residents, RV site users, guests, and their property, and for the Resort's property and staff, is greatly appreciated.

These Rules are incorporated into the terms and conditions of your membership agreement, rental agreement or your Agreement for Use of RV Space, as applicable. Please read them carefully and ask Management if you have any questions about their meaning. We would be happy to clarify them for you. These Rules govern owners of mobile or manufactured homes, park model homes or anyone who is renting a site from the Resort, and owners of RVs who are staying in the Resort as well as members (where applicable). For convenience and ease of reading, all such members, residents and users of RV sites are referred to herein as "Residents" or "residents," but this is not intended to create any inference of tenancy rights which may be granted only by separate agreement or by law.

For any existing member, resident or user of an RV site in the Resort as of the effective date of these Rules, if such member, resident or user is required by these Rules to take any action that requires the expenditure of funds in excess of \$25.00 (twenty-five dollars) to comply with any particular

Rules set forth herein, the Resort will give such resident or user at least 90 (ninety) days after the effective date of these Rules to comply with such rule. The rules and regulations have been placed in alphabetical order for your convenience in the following pages.

Where applicable, certain lot owner exceptions may apply, such as HOA Subdivisions and other private landowners.

ABANDONED PROPERTY: If residents leave behind personal property (including but not limited to their mobile or manufactured home, recreational vehicle, or other unit) without Management's prior written permission, Management may consider the property abandoned and may remove the property and store it in accordance with Texas law, and/or may store the property on the home site at the resident's expense. In such case the Resort may also enter the mobile or manufactured home or RV (but is not required to do so) to remove and store all property of any kind found therein, and to verify that no hazardous conditions exist. Such property is subject to a lien by the Resort pursuant to Texas law to secure payment of unpaid rent due or to be due under the resident's Rental Agreement or Agreement for Use of RV Site, as applicable. If Management does remove and store the property, the resident shall be responsible for the costs involved, and such costs shall constitute a lien on the property. After it reasonably appears that resident has abandoned the property, in accordance with Texas law, Management may sell the property which has been removed and stored and/or obtain title to the property via landlord lien sale process as appropriate in Landlord's sole discretion. If residents wish to retake the property, residents must first pay Management for Management's costs of moving and storing the property, or of storing the property if stored on the space, along with any back due rent that constitutes a lien on said property pursuant to the Rental Agreement or Agreement for Use of RV Site.

ABSENCE: Leaseholders must leave contact information with Management so we can reach you. It is your responsibility to arrange for upkeep and maintenance of your unit/home and space while you are away. You must notify the Resort who will be looking after your site while you are away. If Management has to clean or otherwise maintain your site; you will receive notice to that effect and will be given three (3) days to remedy the situation. If you do not remedy the situation, Management will have the work performed and you will be billed at a rate of \$100.00 per hour or the actual cost of the work if higher. This \$100.00 per hour (or higher, as applicable) charge constitutes additional rent and the failure to pay it may subject a Resident to eviction for non-payment of rent.

If your site violates these Rules and Regulations, you may also, or alternatively, be subject to a termination notice and eviction for non-compliance (where applicable)

ACCESS TO HOME SITE: Representatives of Management may come onto all portions of a Resident's rented home site at reasonable times for all legitimate purposes, including but not limited to contact the resident, inspect the home site, and ensure rule compliance, make necessary or agreed upon repairs or improvements, and to supply necessary or agreed upon goods or services. Management shall not enter a tenant-owned home but may enter a park-owned rental unit with 24 hours' notice (or immediately in case of emergency).

AGE 55+ REQUIREMENT/LIVE-IN CAREGIVERS: In accordance with the federal Housing for Older Persons Act of 1995 ("HOPA"), the Resort is intended to be and is operated as "housing for older persons," with certain exceptions as allowed by HOPA. Consequently, at least 80 percent (80%) of the occupied home sites within the Resort must be occupied by at least one person who is fifty-five (55) years of age or older, and all other residents of the Resort must be at least forty (40) years of age, with exceptions as allowed by applicable law. All prospective residents of the Resort will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age, such as a valid driver's license, birth certificate, or passport.

Under HOPA, Resort Management may make certain limited exceptions to the foregoing provisions. At the time of application for initial occupancy, or upon request of Resort Management, all potential residents and/or occupants and all existing residents and occupants shall be required to produce for inspection and copying one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national, or international documents containing a birth date of comparable reliability. Annually, or as dictated by Resort Management on a schedule dictated by Resort Management, all residents and occupants shall be required to provide the names and ages of current occupants of the home site, in writing, to Resort Management. Failure to provide such requested documentation or information shall constitute a material violation of these Rules and Regulations. A Resident's failure to comply with the age limitations and requirements set forth herein, unless a specific exception is made by the Resort in its sole discretion, is a material violation of these Rules.

Any proposed live-in caregiver for a disabled resident must apply for occupancy in the Resort and must be approved to reside in the Resort before moving onto any Resident's home site.

Additionally, the Resident and the caregiver may be required to submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver. The caregiver shall have no rights of residency, and the Resort may require that the caregiver vacate the premises and the Resort if and when the disability-related need for the caregiver ceases (for example, the Resident needing the caregiver vacates).

ARRIVAL/RETURN/ANNUAL REGISTRATON: Anyone staying at the Resort must visit the Management Office and register upon arrival or return. Year-round residents must also compete annual registration to maintain an up-to-date database of customer information, primarily for access purposes.

ACCESS TO FACILITIES/THROUGH GATES: Access to the resort facilities is granted via the use of RFID technology (key fobs). Entry through resort gates can be achieved via key code, key fob or license plate recognition (LPR) technology, depending on occupancy or membership status. Key fobs are limited to 1 (one) per registered resident and there is a limit of 2 (two) per site. Replacement key fobs will be available at an additional cost with no refunds or returns. Issuance of key fobs, key code or LPR is contingent upon registration. Sharing of key fobs or key codes with unauthorized or unregistered person(s) will result in deactivation of the key fob and may result in a notice of material non-compliance with these Rules. Residents will be responsible for any economic costs resulting from the tampering with, or intentional damage to the gates, doors fobs and/or related equipment

BUSINESS VENTURES: Residents may not operate a business of any kind from their units within the resort; failure to comply may result in the termination of rental agreement and/or tenancy. The Resort and its address may not be used for the purpose of advertisements or sale of merchandise.

BICYCLES/GOLF CARTS: Bicycles/Golf Carts shall travel on the proper side of the street and shall abide by all traffic signs. Bicycles/Golf Carts may not be ridden on the sidewalk, nor may they be ridden at night without proper lighting and reflective gear. Bicycles/Golf Carts may not be parked/stored on sidewalks or grass areas. Use of other motorized equipment may only be permitted with prior written approval by the Resort. Only individuals with a valid driver's license may operate a golf cart in the Resort.

CASITAS: Please note that casitas in the North area are not for full-time living. They are meant only as an extension of the owner's living space.

CHILDREN: The Resort is a 55+ age-qualified resort. Children as guests of residents are welcome, but their visit must be limited to a total of two (2) weeks in duration, no more than two (2) times per year. Anyone younger than 18 must always be accompanied by an adult while in the Resort's communal areas and facilities.

Residents are responsible for their minor-aged visitors. Unescorted children may be asked to return to the resident's home.

COMPLAINTS/SUGGESTIONS/WORK-ORDERS: Complaints, Compliments, Suggestions and Work Orders must be received by Resort Management in writing. Forms for this purpose are available from Management at the main office.

COMMUNICATION: The Resort communicates in multiple methods to ensure everyone has a convenient and efficient way to receive news and information. Under social media, please join Facebook groups: Llano Grande Resort Announcements & Llano Grande Resort RV Office Post for latest. For weekly activity updates, please subscribe to email blast by visiting our Activities Directors office located at the Rec Hall.

CONCRETE PADS: Concrete pads or driveways or carports on the space must be kept neat and clean. Pads shall be protected and/or cleaned from oil leaks, etc. Vehicle maintenance and repair (such as changing oil) is not permitted in the Resort. Resident is responsible for maintaining Resident's driveway and all other concrete on the home site (including but not limited to the concrete pad on which the home/unit is located). The cost to clean, repair, or replace a damaged driveway or other concrete on the home site is the Resident's responsibility.

CONSTRUCTION: All changes, modifications, and/or improvements to the home site must be pre-approved in writing by Management. This applies, without limitation, to sheds, carports, canopies, awnings, patio concrete, patio extensions, painting, and plantings of any kind. Any structure, planting, or modification that is erected, installed, or modified without Management's prior written approval is subject to fine and removal at Resident's expense. This rule is designed to assure a consistently attractive appearance for the Resort. Any improvement or construction requiring a permit must be performed by a licensed, bonded, and insured contractor.

A copy of the contractor's certificate of insurance and building permit shall be filed with the Management. Resident is responsible for obtaining and paying for any such permits and for ensuring that all necessary county or other inspections are performed of all work. If approval for any work is received from the Resort, any work performed must be consistent with what was approved, what was permitted by the relevant governmental entity, and in compliance with all applicable laws and codes. Any approved construction is to be done during daylight hours and not before 7:00 am, 5 days per week (construction may not be performed on weekends). Sites shall be kept clean and free of debris. Contractors shall not dispose of debris in the Resort. Seasonal and transient guests are not allowed to modify the sites in any way.

DRESS CODE: For safety purposes, appropriate footwear must be always worn and when using any common area or amenity in the Resort. Please dry off completely when entering a building from the pools and spas.

EMERGENCY PROCEDURES: PLEASE USE THESE PROCEDURES IN THE EVENT OF AN EMERGENCY MEDICAL EMERGENCIES or SUSPICIOUS ACTIVITY

1. DIAL 911 Tell the operator about the emergency and give your name and address, then explain the situation.
2. NOTIFY LLANO GRANDE GATE ATTENDANTS by calling 956-565-2638 Ext. 801 to tell them an emergency vehicle is on the way.
3. PORCH LIGHT: If possible, please turn it on.

For all other after-hours needs, call Llano Grande Gate Attendants at 956-565-2638 Ext.801.

Please keep this information near your phone. --- OR --- TO REPORT MEDICAL EMERGENCIES USING LLANO GRANDE FIRST RESPONDERS

1. DIAL 911
2. CALL FIRST RESPONDER: 800-307-0655
3. AFTER BEEP, ENTER YOUR SITE CODE – THEN IMMEDIATELY HANG UP – Very Important.

Your site code is on the red envelope issued by the First Responders or check Welcome Packet insert.

FACILITIES: The Resort has many common areas and facilities. Use of these facilities at all times is not guaranteed and common areas and facilities may be temporarily closed or even permanently closed for renovations, remodeling, change in use of the facility, meetings, management use, training, maintenance, national emergencies, pandemics, acts of God, due to force majeure, and the like, with no reduction or modification in the amount of rent paid. Resort facilities and amenities (which may include, for example, pools, activity rooms, spas, etc.) are intended for the use and enjoyment of residents and approved guests only.

Resort facilities may be used or rented for private functions if not otherwise in use for a scheduled activity. Please contact the main office for more details. If such a facility is available at the Resort, an agreement must be signed which discusses policies regarding fees, deposits, cleaning, serving of alcohol, etc. The facility must be left in a neat and clean condition after its use (and returned to the same condition that existed before the usage occurred).

Resort facilities cannot be used for personal use including but not limited to cooking, sleeping, and placement of personal items such as furniture, artwork, and the like without prior written approvals by management. Personal items may be discarded if left in the Resort's facilities.

Residents should ensure that their guests abide by these policies and regulations. Failure to abide by the policies and regulations governing the use of Resort Facilities may result, where appropriate, in a resident or guest being (1) fined, (2) disqualified from using the facilities in the future, or (3) evicted from the Resort. Please note that all buildings require a code for entry.

Resort management has the right to eject without notice any person who is unauthorized, creates a disturbance, causes a nuisance, damage, or in any way interferes with the operation of the Resort or its staff.

FLAGS AND FLAGPOLES: Prior written permission from Resort Management must be obtained before adding any item to a leased space, including but not limited to a flagpole and/or flag. Obscene, offensive, or inappropriate flags will not be approved. Management's decision regarding what constitutes "obscene, offensive, or inappropriate" shall be final and conclusive.

FIREARMS: Firearms may not be worn in the Resort or openly displayed except by sworn law enforcement personnel, at any time, except as provided herein.

In accordance with Texas statutes regarding the carrying of weapons on private property: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. Pursuant to Section 30.08, Penal Code (trespass by unlicensed person with a handgun), may not enter this property with a handgun.

Violation of any of these firearm restrictions by any resident, visitor, or guest shall constitute a material and irreparable breach of the lease and shall cause immediate termination of tenancy.

FIREWORKS: Fireworks of all kinds, including but not limited to sparklers, are prohibited in the Resort. Such items pose a safety and fire hazard. Igniting any kind of fireworks in the Resort, including but not limited to lighting a sparkler, by any resident, visitor, or guest shall constitute a material and irreparable breach, and shall be cause for immediate termination of tenancy.

GARBAGE/BRUSH PICKUP: Please speak with the Business Office regarding trash and brush pickup schedules. Garbage dumpsters are also located throughout the resort **for resident use only.**

Heavy and or large items such as furniture, appliances, etc., shall not be placed in or beside Resort dumpsters. **NO DUMPING OF ANY ITEMS AT OR NEAR THE MAINTENANCE BUILDING OR ANY OTHER AREA OF THE RESORT.**

To prevent clogged sewer or septic lines (as applicable), DO NOT flush sanitary napkins, disposable diapers, Kleenex, paper towels, cigarette butts, cooking grease, or any other un-dissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer or septic lines caused by residents' or guests' negligence or improper usage or intentional misuse are the responsibility of the resident, and any such costs may be charged as additional rent in addition to any other remedies available to the Resort. All trash must be bagged and tied/sealed before disposal in dumpsters. Sharp objects (like hypodermic needles) may not be placed in trash bags; they must be placed in a closed and sealed container before being placed in the trash.

Residents may not dispose of business or commercial trash in the Resort. Do not enter any garbage containers to remove any refuse. "Dumpster diving" is prohibited.

Hazardous waste, including but not limited to batteries, tires, paint, used motor oil, and the like, must be disposed of in accordance with county and city regulations and in an appropriate facility, and may not be disposed of in the Resort.

Contractors are PROHIBITED from disposing of any refuse or material in any dumpster or related refuse containers in the Resort. Contractors MUST haul off refuse and debris resulting from work directed by residents.

Brush and large landscape trimmings must be placed on the curb in front of your unit by 8:00 am on scheduled pickup days. Brush may not be placed on the street or overlapping the curb as this is a safety hazard. Brush or trash may not be placed on an empty site.

GUESTS & VISITORS:

Guests: are non-residents/non-members from outside the resort who are visiting you overnight. Guests are authorized to stay overnight with a resident or member free of charge for no longer than a two-week period (14 days). Guests under the age of 18 must be accompanied by an adult. All residents/members must register their guests via the Main Office to obtain a RFID key fob for access to the resort facilities. For safety and security reasons, identification will be required at the time of registration. Residents /members will be billed additional charges if the RFID key fob is not returned at the end of their guests stay. Stays beyond two weeks must be approved by Management in advance and will be handled on a case-by-case basis. For stays longer than 30 days, please see the policy for OCCUPANCY.

Visitors: are defined as non-residents/non-members from outside the resort who are visiting you for the day. Visitors are limited to a maximum of 2 per site at any given time. The two-visitor policy applies to the general socializing of residents and their visitors, primarily in their homes and, on occasion, to tour the facilities. It is not intended to invite friends or acquaintances to use the facilities on a repetitive or frequent basis.

We want to encourage people to move into the resort, not just visit to use the facilities every season. Residents and members always have priority in the use of facilities. Individual activity group rules and regulations do not supersede those of the resort.

Visitors must be always accompanied by residents. Events, tournaments and other instances that typically consist of many visitors or will require street closures/restrictions will require management approval a minimum of two weeks in advance.

HOME AND SITE APPEARANCE/IMPROVEMENTS: All homes, RVs, home sites, and any accessory structures thereon (fences, sheds, porches etc.) must be kept in a good state of repair and present and acceptable, neat, and clean appearance, consistent with other homes and RVs within the Resort.

Note: *RVs must be self-contained and be properly hooked up to facilities, i.e. sewer, water and electricity.*

Residents shall maintain their home site free of weeds, debris, and trash always. Residents with security cameras or monitoring devices must position equipment to avoid invading privacy of other homes, RVs, or home sites. All park models, mobile homes and tied-down units must have skirting. Only solid vinyl, brick or aluminum skirting may be used. Lattice or open horizontal skirting is no longer permitted.

Due to underground utilities, easements and irrigation, any site improvements such as (but not limited to) a shed, concrete, patio, trees, bushes or flowers, which are planted in the ground, or sprinkler systems, **MUST be approved by Management**. A drawing of the proposed site improvement must be submitted to Management for approval **PRIOR to beginning of project**.

Shrubs, trees, walks, etc., added to individual leased sites become the property of the resort upon move out and cannot be removed without prior approval of management. Any additions /improvements are the sole responsibility of the site occupant. Individual property owners should refer to the building restrictions governing the lots in your section.

INSURANCE: Residents are responsible for insuring their own units and must carry adequate property damage insurance known as "Special Form" or "All-Risk" insurance on their units. Residents must also maintain reasonable general public liability insurance and provide suitable evidence of insurance to

Management upon request. The Resort does not insure residents' homes, RVs, resident-owned lots or other personal property. It is residents' responsibility to have adequate homeowners' and/or renters insurance coverage in case of damage, as well as the risk of financial hardship resulting from insufficient coverage.

LAWN & LANDSCAPING CARE: Lease holders and lot owners are responsible for lawn and landscaping care on their sites all year round. Do not sweep, wash, or blow yard waste onto the street or the neighbors' yards under any circumstances. Before leaving the park at the end of the season the resident must notify the Main Office that arrangements have been made for lawn/landscaping care during your absence. If the site care is deemed to be unacceptable at any time, the park will notify the resident.

If you do not remedy the situation within 48 hours as required, Management will have the work performed and will charge you a fee of \$100.00 per hour for such work or the total cost if higher. Management reserves the right to hire a contractor to complete the work as needed. This \$100.00 per hour (or higher, as applicable) charge is considered rent and the failure to pay it may subject a resident to eviction for non-payment of rent. If your site violates these Rules and Regulations, you may also, or alternatively, be subject to a termination notice and eviction for noncompliance.

LAUNDRY: Clotheslines or hanging of clothes or any other items, including but not limited to bathing suits and towels, outside of your home or RV is prohibited. Laundry facilities are provided for the benefit of the residents and their guests. It is the Resident's responsibility to familiarize yourself with the machine operating instructions and facility rules.

Vandalism of the laundry machines is considered grounds for immediate termination of tenancy and expulsion from the Resort.

MAIL: The address you should use for your personal correspondence is:

Your Name

Your Street Address

Mercedes, TX 78570

Upon departure from the resort, seasonal and annual residents **MUST** arrange forwarding of mail at the local USPS office via Change of Address form.

The resort is not responsible for any mail, packages, parcels or other deliveries erroneously addressed or delivered directly to the resort.

NON-COMPLIANCE: Non-compliance with these Rules and Regulations may, at the sole discretion of Management, result in fines and/or the termination of a Resident's occupancy at the Resort.

OPPUPANCY: Each site is designed for one unit, two persons, and a maximum of two vehicles. Extra individuals will be charged \$10.00 per person, per day, for up to 30 days. Mobile homeowners may have guests stay for 14 days free of charge. Any additional days beyond that will be charged at \$10.00 per person, per day. After 30 days, the rate increases to \$600.00 per person, per month. All exceptions to this policy must be approved by Management.

PARKING: Residents shall observe posted parking signs and all other parking instructions from Management. Overnight parking of vehicles/golf carts on the street is prohibited. Parking of vehicles on unoccupied sites is prohibited or sites for which residents do not have permission. Failure to follow these rules may result in your being charged the daily space rate for the unoccupied site, or your car being towed at your own expense, and/or a termination notice. If you have a vehicle that will not fit within your designated parking area, please speak with the Business Office for instructions regarding extra parking. It is not the Resort's responsibility to accommodate extra parking. There are a limited number of spaces available. Should the Resort run out of extra parking or storage sites, you may need to find a storage facility. The Resort may charge a monthly fee and require a separate agreement for extra parking or storage. See management for details. **NO Unauthorized overnight parking is permitted.**

PATIO/GARAGE SALES: Individual patio sales are not allowed. Please contact the Activities Office if you want to participate in a community-sponsored patio sale.

PAYMENTS: The Resort encourages payments in the form of ACH (online AutoPay). See your Rental Agreement or Agreement for Use of RV Site for details. If payments by check are permitted, checks shall be made payable to **Llano Grande Resort & Golf Club**. Checks or other payments received for payment and returned unpaid or not honored by the financial institution for any reason will be charged a \$25.00 returned payment or check fee. All checks or other payments must be in U.S. FUNDS. We do not accept partial payments; rent and recurring fee charges must be timely and paid in full.

PERSONAL CONDUCT: Residents are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Residents and their occupants, guests, visitors, and invitees must always conduct themselves in a reasonable and respectful manner in the Resort. Offensive or inappropriate conduct, and/or harassment of anyone, will not be tolerated in the Resort, including but not limited to, foul and obscene language, abusive or threatening attitude or conduct, theft or vandalism of property, and indecent exposure. Residents and their guests, occupants, visitors, and invitees must behave in a reasonable and respectful manner towards Management, employees, staff, vendors, other residents, and other guests. Residents and their guests, occupants, visitors, and invitees may not disturb their neighbors' quiet enjoyment of the premises. Cursing and/or yelling at Management, threatening Management, inappropriate behavior towards Resort Management, or harassment of Management, employees, vendors, or staff is prohibited and will not be tolerated. Offensive conduct will be grounds for immediate termination of tenancy and expulsion and eviction from the property. Residents and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Resort. Additionally, Residents and their occupants, guests, visitors, and invitees must comply with all applicable federal, state, and local laws, codes, and ordinances.

PETS: All pets must be pre-approved by and registered with Management, *in writing*, prior to being brought into the Resort. Management shall have complete discretion to allow or disallow any pet at the Resort. A pet is here defined as a domestic and/or household dog or cat. Except for small birds or fish, all other animals are prohibited.

Breeding of animals in the Resort is not permitted. Feeding and/or watering of stray or feral animals and/or wild animals, including but not limited to cats, is prohibited.

Pets cannot be left unattended with or without a leash outside the home and may not be walked in the Resort unless controlled on a leash of not more than six (6) feet in length. Pets may not be left unattended outdoors. Outdoor pet housing is prohibited.

Pet droppings on or off residents' home site must be cleaned up immediately by the pet owner. Pets are not allowed in the laundry room, swimming pool, recreation center, or other recreational facilities not intended for pet use.

Barking, growling, snarling, crying, howling, and other such noises that disturb other residents is cause for revoking permission to keep a pet or service animal. Aggressive or vicious behavior including but not limited to biting, scratching, or attacking another resident, a guest, or any employee, manager, vendor, or Resort staff member is cause for revoking permission to keep a pet or service animal and may also constitute cause for immediate termination of tenancy or license.

Pets shall not be allowed to enter another Resident's home site, flowerbeds, shrubs, yard, or any vacant home sites.

Pets are only allowed to bathe in designated pet wash stations.

Each resident is responsible for complying with all applicable state, city, and county requirements with respect to licensing, vaccinations, and leash laws.

Proof of current licensing (if required by the applicable jurisdiction) and vaccinations must be provided to Resort management before the pet may be approved and before it is brought into the Resort. Additionally, proof of current licensing (if required by the applicable jurisdiction) and vaccinations must be regularly updated in the Resort office and must be provided by Resident to Resort management at any time upon management's request. Resort insurance policies prohibit the allowance of aggressive breeds of animals.

Permission to keep a pet may be revoked if any violation of these Rules is observed; or if the pet constitutes a nuisance, bites, attacks, or in any way interferes with others or causes complaint. Any pet that prevents or inhibits Resort management or its agents from entering a Resident's home site shall be considered a nuisance. Once required to leave, a pet may not be returned to the Resort. Violation of these Rules or valid complaints received from other residents of the Resort or Resort employees are also grounds for termination of tenancy.

Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents.

QUIET TIME: Excessive noise, as defined by local ordinance, is always prohibited. Loud parties, and/or excessive volume of radios, television, or musical instruments are not allowed. Excessively noisy vehicles are prohibited. Management reserves the right to prohibit the use of any noisy vehicle within the Resort. Residents are to keep noise to a minimum between the hours of

10:00 PM – 7:00 AM, no excessive noise due to group gatherings in residential areas is to occur during quiet time. Residents and their guests, occupants, and visitors must not disturb the quiet enjoyment of the Resort by other residents, guests, or visitors.

REFUNDS: Except where required by applicable law or Resident's Rental Agreement or Agreement for Use of RV site, the Resort does not issue refunds.

REMOVAL OF MANUFACTURED HOME, RV, OR PARK MODEL: For lease holders, the removal of any home, RV, or park model must be done in compliance with residents' Rental Agreement or Agreement for Use of RV Site and with these Rules. Residents must give the Resort written notice at least thirty (30) days, and again at least forty-eight (48) hours, before they propose to move their mobile or manufactured home, RV, or park model unit out of the Resort.

Additionally, Residents must meet with the Resort manager to discuss removal requirements before removing their mobile or manufactured home, RV, or park model unit from the Resort. For removal of a park model, mobile, or manufactured home from the Resort, Residents must pay a security deposit of \$500.00 before any work to remove the unit begins to secure the costs of Resort's repair of any damage done to the Site or Resort infrastructure/property during the move-out process. The Resort may withhold such amount from the security deposit as necessary to repair any such damage done and otherwise shall return any remaining portion of the security deposit to Residents at a forwarding address to be provided by Residents within thirty (30) calendar days from the date of move-out. The Resort has the right to supervise the removal of such RV, mobile or manufactured home, or park model unit.

The Resort may prescribe reasonable instructions concerning removal of such mobile or manufactured home, RV, or park model unit to protect the Resort's facilities and/or safeguard other units, and Residents must comply with any such instructions along with any requirements set forth in these Rules. In addition to other possible requirements dictated by the Resort and Resident's Rental Agreement or Agreement for Use of RV Site, Residents must, unless otherwise approved or dictated by Resort in writing: (i) at least seven (7) days before the removal of the unit, designate in writing a person or entity that will be responsible for the move-out and provide such designation to Resort; (ii) ensure that the person or entity responsible for the move-out possesses an appropriately licensed and registered vehicle legally and physically capable of removing the unit from the Resort; (iii) at least forty-eight (48) hours before the unit is to be

removed, provide the Resort with a certificate of insurance, naming the Resort, Llano Grande Resort & Golf Club as additional insured, and evidencing that the mover is insured in case any damage is done to the Resort during the move-out; (iv) at the time of removal, remove all accessory structures such as sheds, awnings, carports, fences, "Texas rooms" and/or other room additions of any kind, and the like unless the Resort agrees otherwise in writing; and (v) at the time of removal, fill in all holes and depressions with clean fill dirt, leaving the Site graded and level, and approximately the same level as adjoining lots; (vi) leave the Site clear and clean, free of trash and debris, and in a condition such that it is ready for the installation of a different mobile or manufactured home, park model, or other unit. The Resort reserves the right to request Residents, in writing, to leave fences, particular items of landscaping, or the like on the Site. If the Resort and Residents agree that the Resort shall arrange for the removal of Resident's unit, that agreement must be in writing, must state the charges for such services and must be signed by the Resort and the Residents. Residents shall be financially liable to the Resort for any damage done to the Site during Residents' use of the Site including but not limited to damage done during the move-out process.

RENT: Rent is based on occupancy by no more than 2 (two) persons per site. Rent payments received more than **TEN (10) days after the due date will be charged a late fee.** Late fees are set forth in your Rental Agreement with the Resort. For mobile or manufactured home space renters, the amount of the late fee will equal to \$25.00.

Late fees for RV Space Users are set forth in your Agreement and are \$25.00 if payment is received within (10) days after it is due, and \$10.00 per day for each additional day that payment is delinquent until payment and late fees are paid in full. Rent in arrears for 30 days will subject the resident to legal action up to and including eviction from the Resort.

RESIDENT AND GUEST RESPONSIBILITY FOR PROPERTY DAMAGE:

Residents are responsible for any damages caused to community property, including utilities such as plumbing, electrical systems, internet infrastructure, fiber optic cable, and other critical infrastructure whether caused by themselves, their household members, or their guests. This includes, but is not limited to, damage resulting from unauthorized digging, vehicle accidents (such as backing into utility connections), or negligent behavior.

If an investigation determines that a resident or their guest is at fault for the damage, the resident shall be held liable for all costs incurred for repair, including parts, materials, and labor.

SALE OF HOME: For all lease holders, with regard to park models or mobile or manufactured homes, the Resort has the first right of refusal, as set forth in your Rental Agreement or Agreement for Use of RV Site, as applicable, to purchase the mobile or manufactured home or park model before the park model or mobile or manufactured home is sold to anyone who intends to remove it from the Resort.

See your Rental Agreement or Agreement for Use of RV Site for details. If you receive an offer on your Park Model or mobile or manufactured home that you intend to accept, and the home is to be removed from the Resort, you must notify Management, provide Management with a true and correct copy of the offer, and provide Management with three (3) business days within which to match the offer received. Details are in your Rental Agreement or Agreement for Use of RV Site.

One "for sale" or "open house" sign, not exceeding 12 inches by 18 inches, may be displayed only on the home or in the home's front window (this rule does not apply to signage used by landlord to market landlord home sales).

New buyers must complete a residency application prior to living at the Resort. We will continue to charge the rent to the original owner until we receive a copy of the title, and all necessary paperwork has been completed and approved. Residents cannot guarantee to prospective buyers that they will be approved for residency.

As an additional condition to Resort approval of any buyer as a resident, the Resort may require that any outstanding balance owed to the Resort be paid in full. Residents should meet with Management to determine what upgrades, if any, must be made to bring the home to Resort standards. Any home that will remain in the Resort must be brought into compliance with the Resort's current Rules and Regulations. All work must be done prior to sale, or the buyer will be required to bring the home into compliance as a condition of approval for residency.

Management may require a home being sold to be removed from the Resort if: (1) the home cannot reasonably meet standard specifications determined by the Resort for that home site; or (2) if the home is in run-down condition or in disrepair in the judgment of Management.

SECURITY DEPOSIT: At termination of the tenancy, a resident's security deposit, if any, may be used by the Resort to pay for unpaid rent, returned payment fees, utility charges, damage to the home site or Resort caused by the guest, and/or any other reason allowed by the Rental Agreement, Agreement for Use of RV Site, or applicable law. Any remaining portion of the security deposit will be returned to Resident in accordance with applicable law.

SERVICE ANIMALS: Assistive animals or service animals permitted in the Resort (unless a reasonable accommodation is required related to any rule) are subject to the same rules concerning conduct, control, and clean-up as pets, and Residents with such animals in their households will be responsible for complying with those rules. Assistive animals or service animals are not subject to pet fees. Pursuant to state and federal fair housing laws, where the disability of the Resident or member of the Resident's household requiring the assistive animal is not obvious or otherwise known to the Resort, or the disability-related need for the animal is not obvious or otherwise known to the Resort, the Resort may request reliable documentation evidencing the disability-related need for the specific assistive animal at issue.

SEVERE WEATHER: The Rio Grande Valley is subject to hurricanes and tornadoes. It is important that you be personally prepared in the event of a weather emergency. Park buildings are not authorized storm shelters. You should monitor the local forecasts on TV and be prepared if a mandatory evacuation is declared. Also, there may be important information on Channel 3 scrolling across the bottom of the page. If you do not think you can evacuate yourself, you must register with "211". The Park will not be responsible for the evacuation of its residents. Once a Park building has been sandbagged, residents are not to move the sandbags.

Contact the Office if you have questions. Remember to secure all items around your site to prevent damage either to your property or the property of others. Severe weather often brings high winds that will make ordinary items flying objects that could harm persons and property.

SIGNS OR PLACARDS: All signs and/or placards on the home/unit and/or home site are prohibited. **EXCEPTION 1: Home Sales** - exception for signage described in Sale of Home section above. **EXCEPTION 2: Political Signs** All residents of Llano Grande may display one political sign no sooner than 90 days prior to an election; signs must be taken down no later than the 10th day after. Signs are restricted to one ground mounted 12x12 sign per site. NO FLAGS. Please be respectful of each other, sign tampering will not be tolerated.

SMOKING: Smoking is prohibited in all Resort buildings and Pool areas. Additionally, smoking is prohibited within twenty (20) feet in all directions measured from the outer edge of any entrance, any open window, or any ventilation system in the Resort.

SOLICITING: There is no soliciting within the Resort. Door-to- door solicitation is prohibited. If you are solicited in the Resort, please notify Management at once. This includes but is not limited to solicitation by one Resident to another Resident.

SPACE CARE: Lease holders and lot owners are responsible for lawn care and flower bed care on their sites. Do not sweep, wash, or blow yard waste onto the street or the neighbors' yards under any circumstances. Before leaving the park at the end of the season the resident must notify the Park Office that arrangements have been made for lawn care and flower bed care during the resident's absence. If a lawn/flower bed is determined to be unacceptable at any time, the park will call the resident once. If it is not taken care of in three days, the Park will mow the lawn/flower bed and resident will be charged \$100.00 per incident in addition to noncompliance fee schedule. Residents' yards must be neat and well taken care of year-round—not only while you are in residence.

SPACE PRIVACY: Walking through occupied spaces, without permission of the resident renting or licensed to use that space, is prohibited. Residents may not enter other Residents' spaces unless invited by the Resident leasing the space. Walking through vacant spaces is likewise prohibited.

SPEED LIMIT: The speed limit is 15 miles per hour (unless otherwise noted via signs) and shall be always observed. Pedestrians and bicyclists have the right of way. Only licensed drivers may operate a vehicle in the Resort.

STORAGE: On-site storage of travel trailers, 5th wheels, and RVs may be available in the Resort to residents. Please speak with management regarding any need for such storage. Such items may not be stored on the Resident's rented space. Residents should contact the Business Office regarding storage questions. In some instances, subject to site space availability, Management may approve, in writing, the installation of a small, professionally manufactured or constructed shed on a resident's space. If approved, the shed must be professionally manufactured or professionally constructed according to the requirements of these Rules and Regulations and must provide a neat, clean, and attractive appearance as determined by Management. Hazardous or flammable materials may not be stored on the site or in any storage shed.

SUBLETTING: Subletting is only allowed with Management's prior *written* approval. Residents who sublet are responsible for the rent, any applicable fees, and upkeep on their site. Residents who sublet also forfeit their right to Resort amenities while their unit is sublet. Residents with delinquent accounts do not qualify to sublet, and any applications will be rejected until their account is current.

Subtenants must agree in writing to abide by Resort Rules and Regulations, and Resident is responsible for the conduct of his or her subtenants. Subtenants must qualify to live in the Resort and must complete a residency application. Multiple subtenant agreements with overlapping dates are strictly prohibited. Residents may only sublet the RV or park model unit located on their rented home site (on the terms and conditions set forth herein); residents are not permitted to sublet a vacant home site to others.

UNITS: All units and vehicles placed on a site shall be kept in a good state of repair and present an acceptable appearance. Window coverings used to "summer-ize" a unit or to protect windows shall be of similar color to the unit and shall be attached neatly to provide an attractive appearance. Using foil, reflective, or unsightly material in windows is prohibited. Park models or mobile or manufactured homes shall be skirted in a material of similar color to the unit and shall be washed and otherwise cleaned on a periodic basis. Residents must obtain Management's prior written approval before painting or significantly changing the exterior appearance of their unit. Residents are responsible for providing their own cords, plugs, adapters, sewer lines, hoses, etc. Management has the right to refuse entry to any unit based on age, size, or appearance.

UTILITIES: Each site may be furnished with electricity, sewer or septic (as applicable), and water hookups. Please speak with Management if you have any questions about rates, connection, or use of these utilities. Residents are responsible for the utility line between the Resort-provided connection and their unit. Damaging or tampering with Management-owned utility meters or other utility equipment is strictly prohibited. Residents will be responsible for any economic costs resulting from tampering with any resort-owned equipment. Tampering with ANY utility equipment or lines in the Resort is grounds for eviction.

VEHICLES / PERMITS: All vehicles must be legally registered and display current licenses and tags. Vehicles must also be registered at the main Office. Only licensed drivers may operate vehicles/Golf Carts in the Resort. Vehicles in the Resort must be in a neat, clean, and operable condition. Except for occasional *minor* repairs, repairing of automobiles, trailers, boats, or other similar equipment and vehicles are not permitted in the Resort. No engine or transmission overhauling or removal, body repair work, or any other automotive work is permitted in the Resort. Painting of vehicles in the Resort is prohibited. Flat tires must be repaired promptly, and no vehicle shall be left on blocks or jacks unattended. No waste oil, grease, or other fluids may be discharged anywhere in the Resort.

Our resort is designed to accommodate not more than one or two (depending on the size of the site) conventional consumer passenger type vehicles per site. An extra vehicle would be defined as a means of transportation other than the primary vehicle and is only allowed with the Resort's approval.

Any other exceptions require the Resort's approvals. Parking anywhere on grass, landscaping, or on a vacant lot is NOT permitted.

WATER USE: Residents shall conserve water whenever possible. Residents are not permitted to "tie in" to the Resort's irrigation lines. Overwatering or allowing water to run down the street is prohibited.

CATV & INTERNET SUBSCRIBER AGREEMENT

Residents Resort INTERNET SERVICE Park Internet Service is for home use only and is not a business class service. If you require internet service to operate a business from your home, please purchase a private hotspot from a wireless cellular carrier. The resort accepts no responsibility, and the resident agrees that the resort has no responsibility for financial losses incurred by the resident with respect to interruptions of services. The resort internet service is not to be used for any illegal activity. We reserve the right to withhold service from any equipment that we determine is using the Resort Internet service for illegal activity.

The Resort is not liable or in any way responsible for any Virus or Malware that infects your computing equipment while using the Resort Internet. Please be sure you are using anti-virus software on all your computers/devices, also be sure that the anti-virus software is set to update and scan at a time when your device is on. We reserve the right to withhold service from any equipment that we determine is disrupting the Park Internet service. The Resort Internet service is the best service with a fair and equitable access policy; we reserve the right to adjust bandwidth as necessary to ensure the available bandwidth is not being monopolized by any one individual or group. We reserve the right to limit bandwidth on services and applications that are bandwidth intensive; this includes file sharing and per to per applications.

ACCESS TO CUSTOMERS' HOMES: The customer agrees to allow the Llano Grande IT Department to access at reasonable times the customer's premises to install, inspect, maintain, replace, remove, or otherwise have access to our equipment and service. This authorization includes allowing us to be on your property outside your home at reasonable times even if you are not home. You authorize us to make connections and perform other tasks which are necessary or desirable to enable us to provide service to you or others, including connecting and making necessary attachments of your inside or outside wiring.

RIGHT OF WAY: In requesting and accepting service, you grant Llano Grande IT, without fee, all required permissions, easements, licenses and rights of way necessary to render services to your premises.

Customers living on self-owned property understand that there is a 5' wide easement between and under all properties, for CATV, electrical, water etc. FAILURE TO COMPLY WITH THE POLICY SET FORTH WILL RESULT IN FINES.

SERVICE ISSUES: We are committed to ensuring the availability of your cable and internet services. If any concerns or complaints associated with your signal arise, we have implemented the following procedures to ensure prompt resolution of your concerns.

Please contact our IT Customer Service Desk at 956-565-2638 Ext. 501 to notify us of any problems with your cable television or internet services. We maintain records of all service calls, including the name, address, and telephone number of the subscriber. During normal business hours, the customer service representative will attempt to determine the nature of the problem and resolve it over the phone. If the problem cannot be resolved during the phone call, a service call will be scheduled. If your call is made after normal business hours, or a customer service representative is otherwise not available, you may leave a message with your name, phone number, and the nature of the problem. A customer representative will return your call the next business day.

SERVICE AND INSTALLATION POLICIES: Service calls and installation work will be performed on an appointment basis. Appointments are usually scheduled for two-hour blocks during normal business hours. If you have special needs beyond this appointment option, please call us and we will do our best to accommodate you. If it is determined that a non-standard installation is required, the estimated cost and completion date will be provided to you in advance. Our technical staff will not enter your home to perform work unless an adult over 18 years of age is present. Please note that due to time and training constraints, our IT Staff cannot troubleshoot, setup, or repair Smart TV's, printers, email problems, computers, tablets, or phones. Please contact the manufacturer, or the retailer who sold you the device for assistance.

SERVICE INTERRUPTIONS: We will normally respond to service interruptions (outages) as soon as possible, and no later than 24 hours from the time we are notified of an interruption. We will normally respond to other non-outage service problems by the next business day. For outages beyond our control (such as natural disasters or severe weather-related problems) we will respond as promptly as possible. We do everything to ensure trouble-free reception, but occasionally equipment failures occur. Please call us at 956-565-2638 Ext. 501 in a timely manner when you notice the problem.

CABLE INFRASTRUCTURE POLICY: Service charges will apply for repairs to any customer provided wiring or customer modifications to our wiring. Charges may also apply for repairing wire/cable damaged by a customer or others working on customer's property. Repair and maintenance to the cable lines outside your home and repairs FAILURE TO COMPLY WITH POLICY SET FORTH WILL RESULT IN FINES Service repairs and maintenance relating to the cable wiring in your home, including the first 12 inches of wire outside your home, may incur a charge.

This includes repairs of any cable video reception problems caused by, but not limited to, loose fittings and other reception problems which are not caused by Llano Cable TV or company-owned equipment. If the customer causes damage to the cable infrastructure, fines may be issued to the person responsible for

the damage. For example, digging without consent (plants, flowers, new construction, etc.). All customers are required to contact the main number, 956-565-2638 Ext. 501, prior to any groundbreaking / digging within Llano Grande Resort& Golf Club.

EQUIPMENT POLICY: Equipment installed, placed under, over, on or about your home or property in connection with the delivery of service is the property of Llano Grande Resort & Golf Club. Equipment purchased from Llano Grande Resort & Golf Club is your property and not covered by the above equipment policy.

DISCLOSURE BY COURT ORDER: The Cable Act states that the government may obtain disclosure of personally identifiable information by court order, if it offers evidence that such records are material to a criminal case, and if you are given the opportunity to appear and contest the evidence.

DIGITAL CABLE SERVICES: Some of our channels are transmitted in digital format. Digital cable services provided as part of the Broadcast Service Tier (including local broadcast television stations' standard definition ("SD") and high definition ("HD") signals) are transmitted in the clear; they may be viewed using digital TVs and other devices that include a QAM tuner (also known as "ClearQAM" devices). Refer to the manual for your digital TV or other television reception device to determine whether it includes a QAM tuner and, if so, how to utilize your device to access these in-the-clear digital service.

By accessing our internet network, you agree to use it responsibly and lawfully. Any illicit or illegal use, including but not limited to downloading copyrighted material, accessing prohibited content, or engaging in fraudulent activities, is strictly prohibited and may fully result in termination of access and prosecution of the law.

Park Compliance Fee Schedule

All violations of these rules and regulations will be treated as follows:

- 1) First Infraction - Verbal warning 48 hours to comply
- 2) Second Infraction - \$25.00
- 3) Third Infraction - \$100.00
- 4) Fourth Infraction - \$500.00

All fines will be added to Residents Statements upon each infraction. A late fee of \$25.00 will apply if full payment is not made on or before the 10th of each month.

This fee schedule is applicable to previous deeds and building restrictions.

Resident Handbook will be issued via email and or one can be requested at the time of registration.

DISCLOSURES

In accordance with Texas law, the landlord makes the following disclosures of ownership, management, and address for service of process: The on-site manager is authorized to manage the Resort, additionally, the Resort is managed by BoaVida RV Parks and Resorts, which may be contacted at the following address:

**BoaVida RV Parks and
Resorts**

1910 Terracina Dr

Sacramento CA 95834

916-432-3298

A. The name and address of the Resort owner is:

**Llano Grande MHRV, L.L.C.
c/o BoaVida RV Parks and
Resorts**

1910 Terracina Dr

Sacramento CA 95834

Attn: Legal Dept.

B. The name and address for service of process is:

Registered Agents Inc.

5900 Balcones Drive, STE 100

Austin, TX 78731

WAIVER

Residents acknowledge and agree that their space and personal activities may be in proximity to Resort Facilities, which may include, for example, one or more swimming pools, pickleball courts, or similar facilities. Residents assume all risks associated with space location and personal activities in, on or near the Resort Facilities. Residents and visitors are solely responsible for determining whether they are sufficiently fit physically, mentally, and emotionally for engaging in activities on Resort property.

Management shall not be responsible for any loss, death, injury or damage to person or property which resident or any other person occupying or visiting the Resort may suffer, regardless of the cause of such loss, death, injury, or damage, except to the extent attributable to the grossly negligent or willful misconduct of Management. Any failure of the Resort to require compliance with or exercise any right pursuant to these Rules and Regulations shall not be considered as a waiver by the Resort of any provision of these Rules and Regulations and shall not affect the validity or enforceability of any provision of these Rules and Regulations.

GENERAL DISCLAIMER

Although these Rules are specific, it is impossible for them to deal with every possible eventuality. Therefore, basic standards of decency are applicable to all, and Residents and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable manner so as not to adversely affect their neighbors, ownership or management and staff of the Resort. These Rules apply to Residents, their guests, occupants, visitors, invitees, or any person in the Resort with the permission of anyone residing in the Resort. Each provision of these Rules is separate and distinct and individually enforceable. If any provision is declared unlawful, the enforceability of all other provisions shall not be affected. **In accordance with Texas law, these policies, guidelines, and standards may be amended and/or modified as deemed necessary without advanced notice.**

RESIDENT ACKNOWLEDGEMENT

I/WE HAVE RECEIVED A COPY OF THESE RULES AND REGULATIONS AND AGREE TO ABIDE BY ALL PROVISIONS THEREOF. I/WE FURTHER UNDERSTAND THAT THESE RULES AND REGULATIONS ARE INCORPORATED IN MY/OUR MEMBER AGREEMENT, MY/OUR RENTAL AGREEMENT OR MY/OUR AGREEMENT FOR USE OF RV SITE WITH THE RESORT AND THAT ANY BREACH OF THE MEMBER AGREEMENT, RENTAL AGREEMENT, AGREEMENT FOR USE OF RV SITE, OR OF THESE RULES AND REGULATIONS BY ME/US, MEMBERS OF MY/OUR FAMILY OR MY/OUR VISITORS MAY RESULT IN THE TERMINATION OF MY/OUR TENANCY OR REVOCATION OF MY/OUR REVOCABLE LICENSE TO USE THE RV SITE OR FACILITIES (WHERE APPLICABLE), IN ACCORDANCE WITH TEXAS LAW

Site #

Date:

Print Name

Signature

Print Name

Signature
