SUNSET SHORES ON LAKE CONROE

Rules and Regulations

IMPORTANT: Sunset Shores <u>will not</u> tolerate any onerous, noxious or offensive activity of any sort that could interrupt and/or adversely affect the enjoyment of Sunset Shores by the other parties utilizing Sunset Shores. In the event of such onerous, noxious or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave Sunset Shores immediately, <u>without refund</u>. The following **Rules and Regulations** are to be adhered to fully.

APPLICATION: GUESTS must first complete an application and be approved by management prior to moving their RV into the Park.

BOATS AND TRAILERS: GUESTS with Sites 8 thru 32 may park a boat owned by GUEST in the water in front of their site as long as such boat is properly secured and does not encroach upon adjoining sites. Only personnel of Owner may launch such boat and trailer and any such launching shall be subject to the **Indemnity and Waiver of Liability** described below. Under no condition may GUEST launch the boat. Only one (1) boat per GUEST and \$10.00 fee will be charged for each launching.

CHECK IN/CHECK OUT: Advance reservations are required along with a completed Application approved by Owner prior to entering Sunset Shores. Check in time is 10 A. M. and check out is 2 P. M. and any check out after 2 P. M. will incur a charge of an additional day. Our sites are generally rented based upon 2 persons per site. Owner reserves right to limit number of persons per site and length of stay. Office is open from 8 a. m. to 5 p. m. depending on day of the week and the season. All vehicles must be given a "visitor" pass to be displayed visibly in each vehicle.

CHILDREN: Parents are **to** supervise and assume responsibility for all actions of their children. GUESTS are financially liable for damage caused by children or anyone else in their family, or the guests of GUEST. Children under the age of 16 are not allowed at pool/pavilion area at anytime unless accompanied by an adult and never in the Hot Tub. After 6 P. M., the pool/pavilion area will be for adults and those children accompanied by an adult and such children must respect the adults rights to peace and quiet when adults are at the pool/pavilion area. SEE INDEMNITY AND WAIVER OF LIABILITY BELOW.

CONDITIONS OF UNITS: Due to our insurance requirements, only units in good repair and appearance that meet all requirements of the State of Texas will be allowed to stay at Sunset Shores.

GENERATORS: Use your generator only if electricity in Sunset Shores is off.

<u>GUESTS</u>: Guests of GUEST shall generally be limited to 2 guests per site. Larger groups are strictly prohibited unless approved by management at least 8 hours prior to entry into Park. Guests of GUEST <u>must</u>

register at office and will be given "visitor" pass for their vehicle. An additional \$10.00 per person charge will be made for overnight guests of GUEST.

INDEMNITY AND WAIVER OF LIABILITY: GUEST shall indemnify and hold Owner harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, Owner and/or GUESTS action or in-actions (or those of their employees, agents, or invitees), or any other cause related to GUEST'S use or occupation of the site and/or launching or retrieving of GUEST'S boat.

Likewise, Owners assume no responsibility and assume no liability for any damage to GUEST or GUEST RV or GUESTS boat while in Sunset Shore and/or E-Z Boat Storage, including but not limited to, falling tree limbs. GUEST specifically acknowledge risks and probability of fallen tree limbs and the potential damage such tree limbs can cause.

ATV's, MINI-BIKES, MOTORIZED BIKES/SCOOTERS AND MOTORCYCLES: These are strictly prohibited. Any bicycles ridden on Park streets shall be at the risk of the GUEST, parent or guardian as the streets are designed for vehicle traffic. **Under no conditions** are bikes, scooters, motorcycles, and/or children allowed at E-Z Boat Storage and Valet Launch and/or the entrance road leading from FM 1097 to E-Z and/or Sunset Shores as such road is solely for the use of highway licensed vehicles and the tractors launching and retrieving of boats. <u>SEE INDEMNITY AND WAIVER OF</u> LIABILITY ABOVE.

PETS: Only two (2) pets per site and all pets must be kept on short leash and walked in designated areas only. <u>You must clean up your pet's deposits</u>. Pets must be kept under control, quiet, cleaned up after, and kept inside except when being walked under leash. No pets may be left unattended at any time or taken to the pool/pavilion area. Pets must not have an aggressive nature or be of a breed generally considered aggressive by the public.

Flags: No flags may be displayed that make political statements. Permitted flags are the American flag, official state flags (only current ones), and school flags. Small personal flags will generally be permitted. Owner, in its sole descretion, may determine which flags are appropriate.

QUIET HOURS: 10:00 p. m. to 8:00 a. m. Radio, television, stereo volume, other disturbing noise and activity must be controlled at all hours.

REPAIR AND/OR WASHING VEHICLES is strictly prohibited, including maintenance and/or the changing of oil. Check with management regarding repair and washing of RV.

SITES AND PARKING: Parking or driving on the grass between concrete sites is prohibited. Extra cars, etc. may be parked in designated areas only and not in other sites reserved or designed for RVs without permission of Owner. No boats or trailers may be parked in Sunset Shores. We view our lawn and trees as sacred and we ask that you respect that view.

SPACE RENTS: Rents are due and payable in advance.

SPEED LIMIT: 15 M.P.H. for your safety and to protect children. This speed limit is strictly enforced. Be Safe. Be Happy. Protect each other.

STORAGE of items outside of unit must be protected from the view of the public. Clotheslines are strictly prohibited. Small BBQ grills and folding chairs may be permitted if maintained in neat and orderly manner.

SWIMMING POOL/PAVILION: No diving allowed. Children under the age of 16 must be accompanied by an adult when in pool/pavilion area. After 6 P. M., the pool/pavilion area will be for adults and those children accompanied by an adult and such children must respect the adults rights to peace and quiet when adults are at the pool/pavilion area. No glass containers may be taken to Pool/Pavilion and GUEST and guests of GUEST must keep area clean. **SEE INDEMNITY AND** WAIVER OF LIABILITY ABOVE.

TRASH: Please keep site clean at all times. Put trash in secured **heavy** duty plastic bags adjacent to street in front of your site between 7 A. M. and 9 A. M. daily. Any trash before or after such hours **must** be placed **by GUEST** in the dumpster located in E-Z Boat Storage.

WATER: Our water pressure is more than 40 p.s.i. To prevent damage to your unit, we suggest you use a water pressure regulator. All hoses, including water and sewer, must be placed on a rack above ground at all times.

WATERFRONT/BEACH AREA: Swimming is at your own risk. No lifeguard is on duty. No glass containers may be taken to Beach and GUEST and guests of GUEST must keep area clean. <u>SEE INDEMNITY AND WAIVER OF LIABILITY ABOVE</u>.

THEFT OF SERVICE LAW:

According to TEXAS PENAL CODE SECTION 31:04 (b), any GUEST who leaves without paying for site services or who refuses to pay for site services when due is subject to criminal prosecution. We are providing service hook-ups for your RV. We require full payment in advance and will prosecute any violators under the "THEFT OF SERVICES LAW".

AFFIRMATION: As a Sunset Shores on Lake Conroe guest, I fully understand and accept these **RULES AND REGULATIONS**. I also agree to vacate the premises at the request of management if I choose to violate these rules and regulations, without refund of any prepaid fees. **This agreement does not constitute a landlord-tenant agreement.** Payment for sites is entirely for services rendered under host/guest arrangement.

TENANT signature	TENANT2 signature	Date:
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