



**RULES &
REGULATIONS**

homes, park model homes or anyone who is renting a site from the Resort, and owners of RVs who are staying in the Resort. For convenience and ease of reading, all such 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 for users of RV sites to whom the Resort has granted a revocable license to use an RV site.

For any existing resident or user of an RV site in the Resort as of the effective date of these Rules, if such 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 Rule 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.

Rules and Regulations

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: Before you leave the Resort for an extended period of time, you must leave contact information with Management so we can reach you. It is your responsibility to arrange for upkeep and

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maintenance of your unit/home and space while you are away. You must notify the Resort of who will be looking after your site while you are away. If Management has to clean or otherwise maintain your site, you will receive a notice to that effect and will be given ten (10) 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.

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.

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

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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, must undergo the Resort's standard limited criminal background screening process, 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

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when the disability-related need for the caregiver ceases (for example, the Resident needing the caregiver vacates).

ARRIVAL/RESORT ID BADGES: Anyone staying at the Resort must visit the Management Office and register upon arrival. Failure to receive Management's prior written approval before parking your RV unit on a space in the Resort, or moving onto a space in the Resort, may result in Resort Management unconditionally refusing residency or occupancy, and any such persons who move into the Resort will be considered trespassers. Each resident or guest must obtain a Resort ID Badge. If you have not received your ID Badge, please visit the Business Office for more details. The ID Badge is to be always worn and displayed as this will allow you to take advantage of the Resort's amenities while you are here. Just because you have acquired a badge does not mean you have been approved for Residency in the Resort.

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. Residents. The Resort and its address may not be used for the purpose of advertisements or sale of merchandise.

BICYCLES: Bicycles shall travel on the proper side of the street and shall abide by all traffic signs. Bicycles may not be ridden on the sidewalk, nor may they be ridden at night without proper lighting and reflective gear. Bicycles may not be parked/stored on sidewalks or grass areas. Rollerblading and skateboarding or any other use of equipment may be permitted with prior written approval by the Resort.

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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 shall be always 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.

CAMPFIRES / FIRE PITS: No wood burning fire pits (in ground or moveable), or fires of any kind are allowed to be used on any site in the Resort at any time without Resort Management's prior written approval of the fire pit. All laws, codes, and ordinances must be observed, including but not limited to observing any "no burn" days.

COMPLAINTS: Complaints on any subject must be received by Resort Management in writing. Forms for this purpose are available from Management.

COMMUNICATION: The Resort communicates in multiple ways to assure everyone has an acceptable way to receive news and information. Please stop by the office to familiarize with our forms of communication. Please ensure that you provide the office with your contact information so that you may be reached in the event of an emergency.

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

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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 exterior of the home/RV unit or to the site must be pre-approved in writing by Management. This applies, without limitation, to sheds (8X10 Maximum size), carports, canopies, awnings, patio concrete, fences (36-inch Maximum height), 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 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, 6 days per week (construction may not be performed on Sundays). Sites shall be kept clean and free of debris. Contractors shall not dispose of debris in the Resort.

DISCLOSURES: In accordance with Texas law, the landlord makes the following disclosures of ownership, management, and the agent for service of process:

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- A. The on-site manager is authorized to manage the Resort, additionally, the Resort is managed by MHC Property Management, L.P., which may be contacted at the following address:

**MHC Property Management, L.P.
2 N. Riverside Plz., Suite 800
Chicago, IL 60606
480-832-1770**

- B. The name and address of the Resort owner, which has title to the land rented or licensed to resident is:

**MHC Victoria Palms, L.L.C. and MHC Victoria Palms II,
L.L.C.
c/o Equity Lifestyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attn: Legal Dept.**

- C. The name and address of the person authorized to receive service of process and for the purpose of receiving and providing receipts for notices and demands for the owner and manager is:

**CT Corporation System
1999 Bryan St., Suite 900
Dallas, TX 75201**

DISCLAIMER: These Rules may be amended or modified by the Resort in compliance with Texas law.

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DRESS CODE: Shirts, shoes, and appropriate clothing must be worn at all times and when using any common area or amenity in the Resort. Cover-ups should be worn to and from pools and spas.

EMERGENCY NUMBER: In case of emergency contact the business office at (956) 464-7801. If it is after hours, contact the afterhours number at (956) 532-1257. If appropriate, call 911.

FACILITIES: The Resort may have certain 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. Policies and regulations governing the use of these facilities, including but not limited to hours of operation, are conspicuously posted within or near each facility and are incorporated into these Rules and Regulations. Residents shall ensure their guests and all occupants of their site abide by these policies and regulations. Violation of these special rules posted at Resort facilities constitutes a violation of these Rules.

Clubhouse and clubhouse facilities may be used or rented for private functions if not otherwise in use for a scheduled activity. 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. This agreement can be obtained in the management

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office. Residents and guests must dry off before entering clubhouse when using pool and spa facilities. The facility must be left in a neat and clean condition after its use (and returned in the same condition that existed before the meeting 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. Company-owned furniture cannot be moved or removed from any Resort unless otherwise authorized by management in writing.

Residents shall 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 some amenities 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 or damage, or in any way interferes with the operation of the Resort or its facilities.

FLAGS AND FLAGPOLES: Prior written permission from Resort Management must be obtained before adding any item to a space or the exterior of the home/unit, including but not limited to a flagpole and/or flag. Flags are not permitted to be hung in a home or RV unit's windows. Flags located anywhere on the home site, including but not limited to on the home or visible from anywhere outside the home are only permitted with prior written approval of any proposed

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flagpole and of the flag itself. Flags that display the Confederate flag, and/or flags for politicians and/or political candidates will not be approved. Obscene, offensive, or inappropriate flags will not be approved. Management's decision regarding what constitutes "obscene, offensive, or inappropriate" shall be final and conclusive. Subject to applicable law, the current official flag of the United States of America may be flown, as may be the current flags of any currently existing state in the United States; any currently existing country; any official United States military branch, including the United States navy, air force, marine corps, or coast guard; the POW/MIA flag, or the flag of any Indian nations.

- A. Flags may be flown between sunrise and sunset.
- B. Any flagpole used cannot be higher than the height of the Resident's home or RV.
- C. Flags may not be flown in a hazardous manner. Flags must be high enough as not to obstruct the view of the road. The flag must be attached to the flagpole in a manner assuring that the flag will not become twisted around the flagpole, and in a manner that will ensure that noise from the flag and flagpole will not disturb neighbors. If noise complaints are received regarding the flag, the hardware must either be replaced with hardware that does not make excessive noise, or the flag must be removed.
- D. Tenants are responsible for the presentation, care, cleaning, and maintenance of their flag and flagpole. Faded or torn flags must be promptly replaced. Flagpoles must be kept clean. If painted, paint must not be allowed to become dull. No rust is permitted.

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Flags will not be flown during inclement weather unless an “all weather flag” is used.

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. These restrictions do not apply to sworn law enforcement personnel. Residents, residents’ visitors, and residents’ guests:

1. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Resort, as long as any such firearm is not visible from outside the vehicle.
2. May have a firearm within the home or RV.
3. May carry a firearm between vehicles and the home or RV in a box, holster, or other device that does not display the firearm to others.
4. Except when transporting a firearm directly between a vehicle and the home or RV, may not carry a firearm in a public or common area of the Resort.
5. May not bring firearms into the leasing/management office at ANY time.
6. May not brandish or display a firearm in any common or public area of the Resort.
7. May not threaten other residents, occupants, visitors, or staff with a firearm, whether the firearm is displayed or not.
8. May not discharge a firearm in the Resort.

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9. May not leave a firearm in an unlocked vehicle at the Resort.

10. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

Violation of any of these firearm's restrictions by any resident, visitor, or guest shall constitute a material and irreparable breach of the lease and shall be cause for 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/TRASH PICKUP: Please speak with the Business Office regarding trash pickup schedules and appropriate trash disposal. All trash, paper, glass, cans, and wrapped sanitary napkins are to be deposited in the trash. 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. Sharp objects (like hypodermic needles) may not be placed in trash

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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. Heavy and or large items such as furniture, appliances, large landscaping trimmings, etc., shall not be placed in or beside Resort disposal bins but must be taken to an appropriate disposal site outside of the Resort. Hazardous wastes, 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. See management for specific instructions regarding trash placement and pickup dates and times.

NO DUMPING OF ANY ITEMS AT OR NEAR THE MAINTENANCE BUILDING OR ANY OTHER AREA OF THE RESORT.

Contractors are **PROHIBITED** from disposing 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 you.

GATE REMOTES: Gate cards / remotes are limited to 1 (one) per person and there is a limit of 2 (two) Gate cards / remotes per site. Gate cards / remotes are for approved residents only. Distribution of multiple gate cards / remotes is strictly prohibited and will result in deactivation of the card or remote and may result in a notice of material non-compliance with these Rules. There are no refunds for additional cards / remotes. Residents will be responsible for any

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economic costs resulting from the tampering with, or intentional damage to the gate.

GOLF CARTS: Golf Carts must observe speed limits and traffic signs, may not drive through sites, and are not allowed on sidewalks. Only individuals with a valid driver's license may operate a golf cart in the Resort.

GUESTS: All guests must sign in with Management and pay any applicable fees. All guests will be issued a guest badge at the Business Office, and the homeowner or RV owner/site user must be present at the time that the guest badge is issued. Overnight visitors must sleep in the resident's housing unit. Guests may not stay in any camper, RV, travel trailer, vehicle, or other unit parked in a resident's driveway that is not the resident's primary unit (mobile or manufactured home or RV) on the space. Guests that cause complaints and concerns to other residents may be asked to leave at Management's discretion and may be deemed trespassers. Residents are responsible for their guests' conduct in the Resort. Guests are limited to a maximum stay of fourteen (14) days in any twelve (12) month period. After that, they become prospective residents/unauthorized occupants who must immediately vacate the Resort until the prospective resident submits an application for residency as required by the Resort, is approved for residency by the Resort in writing, and a written agreement for tenancy, occupancy, or site use, as applicable, is signed by the Resort and all residents or users on the home site allowing the prospective resident to become an authorized occupant or resident. Guests may not stay on the home site when the Resident is not present.

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HOME AND SITE APPEARANCE: All homes, RVs, home sites, and any accessory structures thereon (fences, sheds, 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. Residents must obtain Management’s written approval prior to making changes to the exterior of the home or home site to include (but not be limited to) paint, enhancements, sheds, add-ons, and/or furnishings. Residents shall maintain their home site free of weeds, debris, and trash at all times. Residents with security cameras or monitoring devices must position equipment to avoid invading privacy of other homes, RVs, or home sites.

INSURANCE: Residents are responsible for ensuring 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, or other personal property. It is residents’ responsibility to have adequate homeowners’ insurance coverage in case of damage that causes them to be in violation of Resort Rules, as well as the risk of financial hardship resulting from insufficient coverage.

LANDSCAPING: Resident must obtain Resort Management’s written approval prior to the installation or planting of any trees, concrete, masonry, or ground cover on the home or RV site. Unless otherwise expressly agreed to in writing, all landscaping improvements shall immediately become part of the realty and belong to the Resort and shall remain with and be surrendered as part of the home site upon termination of occupancy. Residents shall submit a detailed written request for approval of landscape

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installation or modification to existing landscaping. Trees, shrubs, and hedges must be properly trimmed. Where applicable, residents are responsible for maintaining all landscaping on the space, including but not limited to trees and weed control. Failure to keep trees, bushes, and other plant life trimmed will result in the resort giving you a notice to that effect and providing you with ten (10) days to remedy the situation. If you do not remedy the situation as required, Management will have the work performed and will charge you a fee of \$100.00 per hour for such work or the actual cost if higher. 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 non-compliance.

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 grounds for immediate termination of tenancy and expulsion from the Resort.

MAIL: The address you should use for correspondence is:

Your Name
Resort Address
Your Space Number
City, State, ZIP

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The mailroom will not sign for express, certified, or registered mail without permission in writing from resident. If you are receiving incorrect mail or unwanted mail it is your responsibility to contact the sender or Post Office to correct any issue. The mailroom will not forward or hold 2nd class or bulk mail if resident is out of the resort more than 30 days.

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

NONCOMPLIANCE: Noncompliance 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.

PARKING: Residents shall observe posted parking signs and all other parking instructions from Management. Overnight parking of vehicles 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.

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PATIO/CARPORTS/PORCH: Residents are to keep their patio, porch, carport areas, and all areas of the home site neat, clean, and uncluttered at all times. Unsightly storage bins, decorations, or displays are prohibited, as well as indoor furniture. Wind Chimes & Bird Feeders are prohibited. Personal property is to be stored in a permitted and approved appropriate storage shed or inside the unit. The accumulation of personal property on the outside of the home or RV unit is prohibited. In this paragraph, personal property includes, but is not limited to, overstuffed or indoor-type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood, or other such items that are unsightly, in the sole discretion of management. Failure to keep these areas/the home site clean can result in the termination of your rental agreement or Agreement for Use of RV Site.

PATIO 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 may require electronic payments. 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 Victoria Palms RV Resort. Checks or other payments received for payment and returned unpaid or not honored by the financial institution for any reason will be charged a \$35.00 returned payment or check fee. All checks or other payments must be in U.S. FUNDS. We do not accept postdated checks. Postdated checks shall be returned to the sender. We do not accept partial payments; rent and use fee payments must be timely and paid in full.

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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 conduct themselves in a reasonable and respectful manner at all times 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. Failure to register your pet is a violation of your Rental Agreement or Agreement for Use of RV Site and of these Rules. Management shall have complete discretion to allow or disallow any pet at the

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Resort. A pet is here defined as a domestic 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 resident. 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. 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 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 not allowed to be bathed in the Resort's common areas.

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

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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.

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. 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

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the disability or the disability-related need for the specific assistive animal at issue.

QUIET TIME: Excessive noise is prohibited at all times. 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 particular 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, visitors, or by Resort management.

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 MOBILE OR MANUFACTURED HOME, RV, OR PARK MODEL: 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 Resident’s 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

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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 in order 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, MHC Property Management, L.P., and Equity LifeStyle Properties, Inc. as additional insureds, 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

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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 require 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 \$5.00 per day for each additional day that payment is delinquent until payment and late fees are paid in full.

SALE OF HOME: 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

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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 done to bring the home to Resort standards. Any home that will remain in the Resort must be brought into compliance with the Resort’s then 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

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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.

SIGNS OR PLACARDS: Other than the "For Sale" or "Open House" (during an active open house) sign as set forth specifically in these Rules, all signs and/or placards on the home/unit and/or home site are prohibited. Residents may display 3" high black or other pre-approved contrasting color metal or plastic house numbers at a location designated by Management.

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: Residents are responsible for the condition of their lots at all times. Spaces are limited to one (1) Recreational Vehicle or one (1) mobile or manufactured home, as applicable. Residents shall maintain their space free of weeds, debris, and trash at all

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times. Trees and plants must be properly trimmed; failure to keep lot free of weeds, garbage, debris, and to properly trim plant life will result in the Resort serving you with a notice providing you with ten (10) days to remedy the situation, and if not so remedied, maintaining your lot for a fee of \$100.00 per hour or the actual cost if higher. This \$100.00 per hour charge (or higher, if applicable) 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 non-compliance. Any stay in the Resort lasting longer than 14 days will require the tenant to be responsible for their home site's condition. All local city codes relevant to RV Resorts are applicable and must be complied with.

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 10 miles per hour (unless otherwise noted via signs) and shall be observed at all times. 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

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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. Anyone intending to reside on Resident's space—including subtenants—*must* submit an application to the Resort and be approved before moving in. 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 "summerize" 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

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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. Resident 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 line, 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 a serious matter. Residents will be responsible for any economic costs resulting from the tampering with, or intentional damage to any Management-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 Business Office. All vehicles shall display a valid vehicle permit at all times. You can obtain a vehicle permit from the Business Office. Management will instruct you where to place the permit in your vehicle. Only licensed drivers may operate vehicles 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

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vehicles is not permitted in the Resort. No engine or transmission overhauling or removal, no 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 Resorts are designed to accommodate not more than one or two (depending on the size of the site) conventional consumer passenger type vehicle per site. An extra vehicle would be defined as a means of transportation other than the primary vehicle and is 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.

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, miniature golf, pickle ball courts, or similar facilities. Residents assume all risk 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.

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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.

WATER USE: Residents shall conserve water. Residents are not permitted to “tie in” to the Resort’s irrigation lines. Overwatering or allowing water to run down the street is prohibited.

GENERAL: 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 say or do anything to adversely affect their neighbors or the ownership or Management 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. In the event that any provision is declared unlawful, the enforceability of all other provision shall not be affected. **These policies, guidelines, and standards may be amended and/or modified as deemed necessary without advanced notice.**

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RESIDENT'S CERTIFICATE

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 RENTAL AGREEMENT OR MY/OUR AGREEMENT FOR USE OF RV SITE WITH THE RESORT AND THAT ANY BREACH OF THE 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 (AS APPLICABLE), IN ACCORDANCE WITH TEXAS LAW.

Site# _____ Name _____
(please print)

_____ Date _____ Residents Signature

_____ Date _____ Residents Signature

Notes:

Notes:

