

MHC Holiday Trav L NC, L.P.

9102 Coast Guard Road Emerald Isle North Carolina 28594
252-354-2250

RV Park Rules, Regulations and Appearance Standards

MHC Holiday Trav L NC, L.P. ("Holiday Trav-L" or "Company") has adopted the following rules and regulations to govern the resort (the "Park") These rules and regulations are designed to provide Campers with a safe, peaceful, attractive park in which to recreate and play. Your respect of your fellow Campers and their property is greatly appreciated.

The term "Camper" or "Campers" refers to person(s) who have entered into an Agreement for Use of RV Site with Holiday Trav-L ("rental agreement").

SALE OR PURCHASE OF UNIT: If the Camper wants to sell the RV while on a rented lot, the prospective purchaser/Camper must complete and pass a criminal and credit background check through Holiday Trav-L. The background check is \$ 50.00 for the main applicant and is non-refundable or transferable. Any other occupants over the age of 18, who will occupy the site, must pass a criminal background check at a cost of \$ 25.00 per applicant. A \$ 2500.00 transfer fee is required to transfer any rental agreement. Holiday Trav-L has the right to inspect all units on site including but not limited to decks, screened rooms, room additions and sheds for age and condition to determine if unit may remain in Park prior to sale. RV'S that are ten to fifteen years old must be inspected each year to determine if it will be allowed to remain in the park upon sale. Any RV that is sold and older than fifteen years may not remain on the Property. The only exception to this rule is a Park Model, which is vinyl sided, A-framed with no slide outs. Park Models must be purchased from Holiday Trav-L, or a dealer approved by Holiday Trav-L. For Campers renting a site for the first time or upgrading an RV, the RV must be less than ten years old and if bringing in a Park Model it must be brand new.

PROPERTY USAGE: Camper agrees that this property will be used for a vacation home only. Holiday Trav-L is not a living facility, camper and all occupants must have a primary address that they live at outside of Holiday Trav-L. At any time, the camper can be asked for proof of residency and camper must provide either a current light bill or tax bill in their name. Violation of this rule will cause immediate termination of the lease agreement. This will be monitored and strictly enforced.

ELECTRICAL: Camper will be charged for electric usage monthly. DO NOT hardwire to the electric panels. The Camper agrees not to tamper with the sub meter or any wiring inside the electrical supply box.

MOVING PROPERTY: Camper agrees to give the Company a 30-day notice prior to vacating the Site and removing his/her unit from Holiday Trav - L. The Camper is responsible for the remaining balance of the rental agreement unless an approved buyer will take over the rental agreement. All incurred charges or fees must be paid in full before removal of property. Property can only be moved in and out during posted office hours. The Site must be cleared of all debris, to include, but not limited to wood, decking, sheds, additional rooms, anchors, bricks, skirting, etc. Vacating the site early or termination of the rental agreement by Management will not entitle Camper to a refund. Management may prescribe reasonable instructions concerning installation or removal of a unit in order to protect the Community's facilities and safeguard the homes of others and the Camper must comply with any instructions.

BUILDING: Any site modifications including but not limited to pavers, rock, lean-to, decks, sheds, awning tops, screened rooms, additional rooms, etc. built or brought on Holiday Trav-L must have the written pre-construction approval from the Park Manager. A Carteret County building permit is required for all structures and a copy of the written building permit must be given to the Office. If no building permit is required, the county must sign off indicating such. A Holiday Trav-L Building permit is required for ANY site modifications and both permits must be visible displayed at the site. A copy of the final inspection permitted by the County must be given to the Office after completion of the project. Any Camper building without a permit will be asked to and must remove the structure until a permit is obtained. Storage buildings may be no larger than 8x8 and constructed of wood. (No metal or plastic buildings) Sheds must be the same color of unit. Sheds are for storage only: we do not allow any type of living facility in a shed and NO washers and dryers are allowed in sheds. All decks must be no wider than 10 feet and no longer than the length of the unit. The deck must be constructed of a treated lumber product only and be no larger than 300 square feet. All enclosures must be insulated aluminum with an insulated awning roof. NO FENCES of any type may be erected on the site. DO NOT do any kind of digging before getting written per-approval from Management due to underground utilities. Note: Park Model set-up & rules are different.

UNIT SET UP: All units shall be mounted on concrete blocks for stability and no screw jacks will be permitted as main stabilizers. All units must be Hurricane strapped and tires may not be removed. The unit's sewer connection must be hard piped with only PVC or comparable pipe used for sewer hookups (no soft piping). Unit and decks must be underpinned (no lattice) and bordered with timbers within 45 days of taking possession of the site. Park Models must be underpinned with vinyl siding in the same color as unit. Holiday Trav-L will not be responsible for weed eating damage due to improper set up.

SITE SPACE: The Camper will keep and maintain the premises in good order, clean and neat. Campers must wash their unit at least once a year (more often if needed) to keep them free from mold, mildew and dirt. The unit must be kept in good repair. Rusty tongues, bumpers and gas bottles must be kept painted and in good repair. All personal items must be kept in a storage building, not on the deck, lot, or stacked behind the unit. No clotheslines are permitted. Indoor or outdoor carpet may not be put on the grass. Place cigarette butts in a trash container and not on the ground. Campers are allowed two vehicles per site and must park entirely on their site. Do not park in the street or on neighboring lots. Any Camper needing additional parking will need to contact the office for details. All vehicles in parking lot must have a parking pass. Temporary passes may be obtained from the Office. Any vehicle found without a displayed parking pass may be towed at owner's expense. Parking passes must be visible in vehicles while parked at site. Fires are permitted in a well-protected, fully contained fire pit. Fireworks and firearms are prohibited. OUTSIDE ENTERTAINMENT such as but not limited to bands, DJ's, etc. are not permitted in the campground. No DJ's, Karaoke or bands are permitted at the

campsite. Events of this type must be requested and receive written approval by park management before any entertainment of this type can take place. No working on vehicles inside the campground. Only the following flags can be displayed at your site and throughout the campground/resort: American, Canadian, Military, including Air Force, Army, Marine Corps, Navy, Coast Guard, POW, MIA, and veterans, sports and decorative flags such as holiday, seasonal or garden.

TRASH: Will be picked up twice a day. Once in the morning and once in the afternoon. No garbage should be placed outside after 5:00 PM. Only household bagged trash will be picked up. It is the campers' responsibility to take all other trash to the county landfill.

PETS: Management must pre-approve all pets. All dogs must be on a leash and must be cleaned up after. Complaints received about any pet may be grounds for requiring the removal of the pet from the park permanently. Any pet which exhibits aggressive behavior, or which threatens or attacks a person, or another pet must be removed from the park immediately.

GOLF CARTS: Campers must comply with the Golf Cart Operation Agreement or risk loss of golf cart privileges. No golf carts may be driven after midnight in the property, and this is strictly enforced.

FIRES: Campfires are to be contained in a metal fire pit to minimize danger. Campfires must be completely extinguished before retiring for the evening or departing from the campground. Always check in the office before starting a fire to make sure there is no burning ban posted.

VISITORS: Only 6 occupants will be permitted per site per visit. All visitors must check in at the Office to get a visitor's pass and pay the \$10.00 visitor fee per person, per day. Leaseholder **MUST** be onsite and present for any visitors to be on the property, only immediate family members (listed on the guest registration form) are included in the yearly rate. Immediate family members are husband, wife, children, parents, grandchildren, and grandparents. Brothers, sisters, aunts, uncles, and friends are required to pay a visitor's fee. All visitors must have a visitor's pass displayed in their vehicle while on the property. Any guest found not registered can be arrested for trespassing. For the protection and benefit of all campers and guests, anyone who willfully or negligently destroys or defaces the property of another camper or campground property will be held liable for the full value of replacement cost.

COMMON AREAS: No obnoxious or offensive activity shall be allowed in any area of the park including the campsite. **NO** public display of alcohol. Excessive use of alcohol, underage drinking, or illegal use of drugs will not be tolerated and may result in prosecution and/or termination of the rental agreement. Minors must be on their site and/or under direct adult supervision by 11:00 PM. Parents will be held accountable for the actions of any minors. No washing of dishes or cooking utensils in the bathhouses. Keep the campground and all common areas free of litter. Observe the 5 mile an hour posted speed limits. Quiet hours are from 11:00 PM to 7:00 AM and are strictly enforced. No three or four wheelers, go-carts, gas golf carts or gas-powered scooters are allowed in the park. They may be left in the Office parking lot at the owners' risk. Motorcycles must be driven only to the site and out of the park and they are to be driven only between 8:00 AM and 10:00 PM.

POOL: SWIM AT YOUR OWN RISK. There is no lifeguard on duty. The property staff has the authority to ask anyone to leave the pool area for not following posted pool rules. An adult (18 and over) must accompany any children under the age of 14. **NO GLASS, FOOD OR ALCOHOL OF ANY TYPE IS ALLOWED IN THE POOL AREA.** Lounge chairs are for all residents. Do not leave personal belongings unattended.

SAFETY: Parents are responsible for the safety and actions of their children. Minors under the age of 18 will not be allowed to camp without direct adult supervision. All children under the age of 14 must wear a protective helmet when biking, skateboarding, wearing roller blades, or riding electric scooters. No riding bicycles after dark. Children under the age of 10 may not be left unattended.

STORM EVENTS: If the property calls for a mandatory evacuation, all individuals, pets, personal property, vehicle, boats, and RV's not hurricane strapped must be removed (this is not a residential facility).

PROPERTY USAGE: Campers acknowledges this is not a living facility and Campers must have a primary residence offsite and cannot use the park as a mailing address.

Campers are directly responsible for any damage caused by their children, guests, or pets. Holiday Trav-L reserves the right to expel any campers or guests who do not abide by the park rules. Holiday Trav-L reserves the right to change or add any rules it deems necessary without written notice.

I have read the rules, regulation, and appearance standards and accept all rules.

Sign EXAMPLE

Date _____

Sign EXAMPLE

Date _____

Sign EXAMPLE

Date _____

Name: **EXAMPLE COPY OF 9 MONTH LEASE**

AGREEMENT FOR USE OF RV SITE

This Agreement is made this _____ between MHC Holiday Trav L NC, L.P. (the “Company”) and the camper or campers signing below (collectively, the “Campers”).

The Company and Campers agree as follows:

- 1. Site.** During the term of this Agreement, the Company agrees to allow Campers to use Site No. _____ (the “Site”) at the Company’s MHC Holiday Trav L NC, L.P. on the terms set forth herein. Campers shall have the right to maintain one recreational vehicle owned by Campers (“Camper’s RV”) on the Site. The term “recreational vehicle” means motor homes, travel trailers, and 5th wheel trailers. All recreational vehicles must be approved in writing in advance by the Company. With the Company’s prior written approval, which may be withheld by the Company in its sole discretion, the term “recreational vehicle” may also include ANSI (American National Standards Industry) recreational park model trailers which (a) contain no more than 400 square feet of gross area measured at maximum horizontal projections, (b) are not longer than 45 feet, (c) are not wider than 12 feet in fully extended condition including slide-outs, if any, and (d) are not higher than 13.5 feet (including roof mounted equipment) measured from the surface upon which the vehicle stands; provided that such park model trailers are purchased from the Company or from a dealership designated by the Company.

- 2. Occupancy of Campers’ RV.**
 - 2.1 Campers and each occupant of Campers’ RV must complete the Company’s standard application in its entirety and comply with the Company’s pre-qualification procedures and standards, including background and credit checks to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application. The Company shall have the right to reject any proposed occupant based on the same criteria by which the Company accepts or rejects any other applicant.

 - 2.2 Campers shall use the Site for recreational purposes only, and Campers shall not use the Site as a permanent residence. Campers represent and warrant that they have a primary residence offsite. Campers cannot use the Site as a mailing address. Violations of this rule entitles company to immediately terminate lease agreement with campers.

 - 2.3 The number of persons occupying Campers’ RV on the Site at any one time shall not exceed 6. Campers may have guests at the Site in accordance with the Property’s rules and regulations, a copy of which has been given to Campers (the “Rules and Regulations”). Campers acknowledge receiving a copy of the Rules and Regulations.

- 3. Fees.** During the term of this Agreement, Campers shall pay the Company an annual fee in the amount of \$_____, plus applicable taxes. The balance must be paid on or before March 1, 2024, or, if you choose to pay on a four-payment plan, the annual total is payable in four payments of \$_____ each, which are due on February 1, 2024, April 1, 2024, July 1, 2024, and _____. Onsite storage fees of \$ 150.00 will be due per month for December, January, and February. A deposit of \$ 300.00 is due and payable on or before November 30, 2024, to secure your lot for the 2025/2026 camping season. The deposit and annual fee are nonrefundable.
 - 3.1 If any payment required by this Agreement is not paid before the sixth (6th) day after the due date of the payment, Campers shall be in default under this Agreement, and the Company will charge and Campers

shall pay a late fee to cover the Company's cost of processing and collection, as follows: \$ 25.00 if payment is received within six days after it is due. A charge of \$ 25.00 shall be made for each check that is presented by Campers and returned unpaid.

3.2 In addition to the foregoing, Campers shall also pay those amounts paid by the Company on Campers' behalf in the event that Campers' fail to pay when due any charges for which Campers are responsible hereunder or otherwise associated with Campers' use of the Site (provided, however, that the Company shall have no obligation to pay any such amounts).

3.3 If Campers fail to pay any such additional amounts when due, the Company may transfer Site fees paid by Campers towards any other charges Campers may have incurred, leaving Campers with a delinquent Site fee balance.

4. **Term.** The term of this Agreement shall be for a 9-month period starting March 1, 2024 ending November 30, 2024, unless sooner terminated as provided in Section 16 below. The property will be closed to the campers from December 1, 2024 until March 1, 2025 and overnight stays are prohibited during this time. If campers need to enter the property to check on their unit, preform work or any maintenance during this time, campers must check in with the office.

5. **Campers' Obligations.** During the term of this Agreement, Campers agree to each of the following:

5.1 Campers shall comply with the Rules and Regulations and the directions of the Company and Company Staff. The Company shall have the right, in its sole discretion, to add to, modify, or delete any rules or regulations in the Rules and Regulations.

5.2 Campers shall comply with the Company's appearance standards, a copy of which has been given to Campers (the "Appearance Standards"). The Company shall have the right, in its sole discretion, to add to, modify, or delete Appearance Standards. Campers acknowledge receiving a copy of the Company's Appearance Standards.

5.3 Campers shall keep the Site in a clean and sanitary condition and keep the area around the Site neat and free of garbage, refuse or waste. The Company Manager shall have sole discretion to determine the appropriateness of the appearance of the Site, and Campers shall comply with directions of the Company Manager regarding the appearance of the Site. If Campers fail to do any maintenance work required by this Agreement or by the Rules and Regulations, the Company may notify Campers in writing that the work must be done. If Campers do not do the work within the time specified after receiving such written notice, the Company may do the work and charge Campers for the reasonable costs thereof. The Company shall advise Campers in writing of any such charge, which shall be due and payable upon Campers' receipt of an invoice from the Company.

5.4 Campers shall connect Campers' RV to the electric, water, and sewer connections for the Site designated by the Company. Campers shall not make any alteration to the electric, water, and sewer connections designated by the Company. Campers shall not discharge wastewater or sewage in any manner except into the wastewater/sewer connection designated by the Company.

5.5 Campers shall comply with all laws and regulations governing the use and maintenance of the Site.

5.6 Campers shall obtain and maintain adequate physical damage insurance covering loss of or damage to Campers' RV and other property on the Site in the amount of the full replacement cost of such property, and Campers shall obtain and maintain comprehensive general liability insurance with limits of liability of not less than \$100,000 per occurrence and \$300,000 combined single limit (which insurance will not

limit Campers' responsibility to indemnify and hold the Company harmless under Section 17 below). [Note that an RV insurance policy must include "vacation liability" or "full timers" coverage.]

5.7 Campers shall perform all of Campers' obligations under the terms of this Agreement.

5.8 Campers shall not intentionally or negligently destroy, deface damage, impair, or remove any part of the Site, any appurtenances thereto, or any facilities or fixtures relating thereto, and Campers shall not permit any member of Camper's family or any guest or other person acting under his or her control to do so.

5.9 Campers shall not permit a nuisance or common waste.

6. Improvements. Campers shall not make any improvements or alterations to the Site without the prior written approval of the Company, which may be withheld by the Company in its sole discretion. Any proposed improvements to the Site must be requested in writing and a drawing must be submitted to the Company Manager for approval. No work shall commence without the Company Manager's written approval, which may be withheld by the Company Manager in his/her sole discretion. All improvements and/or alterations to the Site made under this Section shall become the property of the Company at the expiration or sooner termination of this Agreement.

7. Utilities. The Company shall provide recreational vehicle hook-ups at the Site for water and 30 or 50-amp electrical service. If the Site has a sewer hook-up, Campers may use the sewer hook-up; however, the Company provides no assurance that a sewer hook-up will be available. If the Site has separate meters for sewer and/or water, Campers shall pay the Company for all sewer and/or water used at the Site as determined by such meters. Campers shall pay the Company for all electrical power used by Campers. The cost of electric usage shall be determined by a separate meter for the Site. The Company shall provide a location for Campers to dispose of common household trash. Campers shall pay for all other utilities, including without limitation, if available, telephone service, cable TV, internet connections, propane, and waste or trash removal in excess of common household trash. The Company shall not be responsible for any disruption in service resulting from causes beyond the Company's reasonable control.

7.1 Campers must maintain and repair all water, gas, electrical and sewage connections, and shall be responsible for any malfunction occurring between the point of connection and Campers' RV. The "point of connection" is defined as follows for each such utility: (i) for water, from Camper's side of the meter or at the valve, including the connection point; (ii) for electric, from the meter box; (iii) for sewer, from Campers' side of the hook-up, including the connection point; and (iv) for gas, individual tanks and connections are the sole responsibility of Campers.

7.2 If a malfunction is reported with respect to any water, electric, gas and/or sewage connection, the Company reserves the right to inspect said malfunction. If the malfunction is found to be the responsibility of Campers and the Company is unable to contact Campers with respect to same, the Company may (but shall not be obligated to) repair the same and bill Campers for such repairs.

8. Assignment and Subletting. Campers shall not transfer or assign this Agreement to anyone. Further, Campers shall not purport to sublet or rent the Site to anyone, or allow anyone else to use Campers' RV on the Site without the prior written consent of the Company (which may be withheld by the Company in its sole discretion)

9. Taxes.

9.1 The Company shall pay all real property taxes applicable to the Site during the term of this Agreement.

9.2 Campers shall pay prior to delinquency all taxes assessed against and levied upon Campers' RV and other property located on the Site or elsewhere. Campers shall cause their RV and other property to be assessed and billed separately from the Site and other real property of the Company.

9.3 If Campers' RV or other property is assessed with the Site or other real property of the Company, Campers shall pay the Company the taxes attributable to Campers' property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Campers' property.

10. Access. The Company reserves the right of access to the Site at any time for the purposes of inspection, repairs, maintenance or improvements, communicating with Campers, or any other lawful purpose. However, this provision shall not be construed to impose any duty on the Company to inspect the Site or make repairs.

11. Sale of Campers' RV. If Campers propose to sell or transfer Campers' RV under circumstances where the purchaser or transferee desires that Campers' RV remain on the Site, the sale or transfer shall be subject to the Company's prior written approval of the purchaser or transferee. To be eligible for such approval, the purchaser or transferee must comply with the Company's prequalification procedures and standards, sign a new Agreement for Use of RV Site (with the annual fee at the then market rate), and meet any other conditions and requirements set forth in the Rules and Regulations or Appearance Standards. As an additional condition to approval, the Company may require reasonable upgrading of the Campers' RV and/or the Site to meet the quality standards contained in the Rules and Regulations or Appearance Standards in effect on the date of such proposed sale or transfer. If the provisions of this Section are not complied with, Campers must promptly remove Campers' RV from the Site and the Property upon such sale or transfer.

11.1 The prospective purchaser or transferee must complete the Company's standard application in its entirety and comply with the Company's pre-qualification procedures and standards prior to such sale or transfer, so that background and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application. The Company shall have the right to reject the proposed purchaser or transferee based on the same criteria by which the Company accepts or rejects any other applicant.

11.2 As set forth above, any purchaser or other transferee of title to Campers' RV, under circumstances where the purchaser or transferee desires that Campers' RV remain on the Site, shall be subject to the Company's prior written approval of the purchaser or transferee. If the provisions of this Section are not complied with, Campers must promptly remove Campers' RV from the Site and the Property upon such sale or transfer.

12. Surrender of Site. Upon the expiration or sooner termination of this Agreement, Campers shall immediately quit and surrender the Site to the Company, and Campers shall remove their RV and other property from the Site. The Site shall be returned to the Company in the same condition as received by Campers, except for reasonable wear and tear, and Campers shall be responsible for any restoration or repair that is necessary to return the Site to such condition.

Further, if Campers move to a different site with the approval of the Company Manager, Campers shall remove their RV and other property from the Site and return the Site to the Company in the same condition as received by Campers. If Campers do not leave the Site in the same condition as received, Campers will be charged no less than \$ 200.00 for Company personnel to restore the Site to its original condition.

13. Holding Over. If Campers remain in possession of the Site beyond the expiration of the term of this Agreement, without the written consent of the Company (which may be withheld by the Company in its sole discretion), the Company may pursue all rights and remedies available to the Company; and in addition, the

Company may also recover from Campers an amount equal to twice the annual fee payable hereunder, computed and prorated on a daily basis for each day Campers remain in possession.

14. Removing Campers' RV. If Campers' RV is a park model unit, Campers must give the Company written notice at least thirty (30) days, and again at least forty-eight (48) hours, before Campers propose to move such park model unit off the Company property. The Company has the right to supervise the removal of such park model unit. The Company may prescribe reasonable instructions concerning removal of such park model unit in order to protect the Company's facilities and/or safeguard other units, and Campers must comply with any such instructions. If the Company and Campers agree that the Company shall remove Campers' RV, said agreement must be in writing, must state the charges for such services, and must be signed by the Company and Campers.
15. Abandoned Property. If Campers' RV or other property is left unattended for more than 30 days without payment of the required fees and utility expenses, the Campers' RV or other property shall be deemed abandoned by Campers. If Campers' RV or other property is deemed abandoned by Campers under this Section, the Company shall have the right to remove Campers' RV and other property from the Site to a storage facility. The Company will then send a final bill for payment due to Campers and if such bill is not paid within 30 days after the date of the bill, the Company will be entitled to enforce its lien rights and conduct a lien sale of Campers' RV and other property. Campers will be responsible for all costs of removal, storage and sale, and the Company will have the right to reimbursement from the proceeds of any such sale for all such costs paid or incurred by the Company. In the alternative, if Campers' RV or other property is deemed abandoned by Campers under this Section, the Company may have Campers' RV or other property removed from the Property by a towing service.

16. Default and Remedies.

16.1 The following events shall be events of default under this Agreement:

- a) Campers' failure to pay in a timely manner the annual fee required by Section 3 or any other amount due under this Agreement.
- b) Campers' failure to comply with the Rules and Regulations, the Appearance Standards, or the directions of the Resort Manager and Resort Staff.
- c) Campers' failure to perform any of their other obligations under the terms of this Agreement.

16.2 In the event of a default by Campers, the Company shall be entitled to all remedies provided in this Agreement, including without limitation the right to immediately suspend all privileges of Campers, terminate this Agreement and pursue all other remedies that are provided by law or equity. In the event of a default by Campers, the Company shall have the right to immediately terminate this Agreement by giving written notice of termination to Campers. In such event, this Agreement shall terminate on the day designated in the notice of termination and without regard to the expiration of the period for which the annual fee has been paid.

17. INDEMNIFICATION. THE COMPANY IS NOT LIABLE FOR INJURY TO ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING CAMPERS' PROPERTY) OCCURRING IN OR ABOUT THE SITE FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF COMPANY. CAMPERS AGREE TO JOINTLY AND SEVERALLY INDEMNIFY COMPANY AGAINST AND HOLD COMPANY HARMLESS FROM ANY AND ALL LOSS, DAMAGE, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS INCURRED IN CONNECTION WITH DEFENDING ANY CLAIM) RESULTING FROM ANY ACTUAL OR ALLEGED INJURY TO ANY PERSON OR FROM ANY ACTUAL OR ALLEGED LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING CAMPERS' PROPERTY) ARISING OUT OF THE USE OF THE SITE BY CAMPERS, OR CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION OF

ANY THIRD PARTY (INCLUDING CRIMINAL ACTS) OR CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF COMPANY. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.

- 18. Damage by Casualty.** In the event the Site is damaged or destroyed by fire, the elements, or other casualty, this Agreement shall terminate immediately, and Campers' sole remedy shall be to receive the proceeds from the insurance policies maintained by Campers pursuant to Section 5.6 above.
- 19. Time of Essence.** Time is of the essence of this Agreement and all provisions in which performance is a factor.
- 20. Benefit.** The covenants and conditions herein contained, subject to provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assignees of the parties hereto.
- 21. Notices.** All notices to be given hereunder shall be in writing and delivered personally, sent by electronic transmission, or mailed by prepaid certified or registered U.S. mail, return receipt requested, to a party at its address set forth on the signature page hereof or to such other address as the party shall specify by written notice so given, and shall be deemed to have been given as of the date so delivered, transmitted, or mailed.
- 22. Nature of Interest.** This Agreement constitutes a contractual right to use the Site on the terms and conditions set forth herein. This Agreement does not convey any interest in, is not secured by, and does not entitle Campers to any recourse against any real property of the Company.
- 23. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the use of the Site by Campers, and it supersedes and replaces all prior agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject hereof, to induce them to execute this Agreement, and acknowledges that they have not executed this Agreement upon any such promise, representation, or warranty not contained herein. No language or provision contained in this Agreement shall be interpreted either for or against any party by virtue of the fact that any party or any party's attorney drafted such language or provision.
- 24. ARBITRATION AND DISPUTE RESOLUTION.** CAMPERS AND COMPANY (AND COMPANY ON BEHALF OF ITS PAST, PRESENT OR FUTURE AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS [THE "COMPANY PARTIES"]) HEREBY AGREE THAT ANY AND ALL CLAIMS, CONTROVERSIES AND DISPUTES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, THE INTERPRETATION OR ENFORCEMENT THEREOF, THE SITE, SERVICES, FACILITIES, OR MAINTENANCE IN OR ABOUT THE RESORT, AND ANY DISPUTE RESPECTING THESE MATTERS BETWEEN CAMPERS AND COMPANY (COLLECTIVELY "DISPUTES") SHALL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SINGLE, NEUTRAL ARBITRATOR. DISPUTES THAT ARE SUBJECT TO THIS AGREEMENT INCLUDE NOT ONLY DISPUTES BETWEEN CAMPERS AND COMPANY BUT ALSO DISPUTES BETWEEN CAMPERS AND ANY OF THE COMPANY PARTIES. (CAMPERS, COMPANY, AND THE COMPANY PARTIES ARE SOMETIMES REFERRED TO HEREIN AS THE "PARTIES".) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, THE TERM "DISPUTES" DOES NOT INCLUDE THE FOLLOWING MATTERS AND THE FOLLOWING MATTERS SHALL BE EXEMPT FROM ARBITRATION:
 1. UNLAWFUL DETAINER, FORCIBLE DETAINER ACTIONS
 2. SUMMARY EJECTMENT AND ACTIONS FOR UNPAID RENT AND OTHER CHARGES; AND

3. ACTIONS FOR INJUNCTIVE RELIEF; PROVIDED, HOWEVER, THAT ACTIONS FOR INJUNCTIVE RELIEF SHALL BE ABATED OR STAYED PENDING RESOLUTION OF ANY ISSUES REQUIRED BY THIS ARBITRATION AGREEMENT TO BE ARBITRATED EXCEPT TO THE EXTENT NECESSARY TO AFFORD THE PARTIES THE RIGHT TO OBTAIN AND ENFORCE PROVISIONAL INJUNCTIVE RELIEF (SUCH AS TEMPORARY RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS).

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SUBSTANTIVE AND PROCEDURAL PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1, ET SEQ.) SHALL APPLY TO AND GOVERN THIS ARBITRATION AGREEMENT IN ALL RESPECTS. IN ADDITION, ANY ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN AND THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN AND BE ENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION.

EXCEPT TO THE EXTENT PROHIBITED BY FEDERAL LAW, DISPUTES COVERED BY THIS ARBITRATION AGREEMENT MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY, AND ARBITRATION ON AN INDIVIDUAL BASIS IS THE EXCLUSIVE REMEDY. THE PARTIES HEREBY WAIVE ANY RIGHT TO ASSERT OR SUBMIT A MULTI-PLAINTIFF, CLASS, COLLECTIVE OR REPRESENTATIVE ACTION ENCOMPASSING DISPUTES THAT ARE COVERED BY THIS ARBITRATION AGREEMENT, AND NO ARBITRATOR HAS AUTHORITY TO PROCEED WITH ARBITRATION ON SUCH A BASIS. ANY DISPUTES CONCERNING THE VALIDITY OF THIS MULTI-PLAINTIFF, CLASS, COLLECTIVE AND REPRESENTATIVE ACTION WAIVER WILL BE DECIDED BY A COURT OF COMPETENT JURISDICTION, NOT BY THE ARBITRATOR. IN THE EVENT A COURT DETERMINES THIS WAIVER TO BE UNENFORCEABLE OR INVALID WITH RESPECT TO ANY DISPUTE, THEN, AFTER ANY APPEALS HAVE BEEN EXHAUSTED WITHOUT SUCH DETERMINATION HAVING BEEN REVERSED OR VACATED, THIS WAIVER SHALL NOT APPLY TO THAT DISPUTE, THAT DISPUTE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION, AND SUCH COURT SHALL BE THE EXCLUSIVE FORUM FOR THAT DISPUTE.

ALL FEES AND EXPENSES OF ARBITRATION (EXCLUSIVE OF ATTORNEYS’ FEES AND COSTS) SHALL BE BORNE BY EACH SIDE EQUALLY; PROVIDED, HOWEVER, THAT EACH SIDE SHALL BEAR THE EXPENSE OF ITS OWN EXPERTS, WITNESSES, AND PRESENTATION OF PROOFS. THE PREVAILING PARTY OR PARTIES IN ANY SUCH ARBITRATION PROCEEDING SHALL BE ENTITLED TO RECOVER FROM ANY NON-PREVAILING PARTY OR PARTIES ALL REASONABLE ATTORNEYS’ FEES AND COSTS ASSOCIATED THEREWITH.

NOTWITHSTANDING THE FOREGOING, PRIOR TO ANY PARTY OR PARTIES’ INITIATING ARBITRATION PROCEEDINGS FOR ANY REASON (AND AS A CONDITION PRECEDENT THERETO), SUCH INITIATING PARTY OR PARTIES SHALL GIVE TO THE PARTY OR PARTIES AGAINST WHOM THE DISPUTES ARE BEING ASSERTED NINETY DAYS WRITTEN NOTICE OF THE CHARACTER OF INITIATING PARTY’S OR PARTIES’ CLAIMS AND A REASONABLE OPPORTUNITY TO NEGOTIATE A RESOLUTION OF SAME.

A COURT MAY NOT DECLINE TO ENFORCE THIS AGREEMENT ON THE GROUND THAT A PARTY TO THE AGREEMENT ALSO IS A PARTY TO A PENDING COURT ACTION OR SPECIAL PROCEEDING WITH A THIRD PARTY ARISING OUT OF THE SAME TRANSACTION OR SERIES OF RELATED TRANSACTIONS AND THERE IS A POSSIBILITY OF CONFLICTING RULINGS ON A COMMON ISSUE OF LAW OR FACT. THIS SECTION IS A MATERIAL INDUCEMENT FOR COMPANY AND CAMPERS ENTERING INTO THIS AGREEMENT. WE HAVE

READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION AS SET FORTH ABOVE.

25. **WAIVER OF RIGHT TO COURT OR JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY A COURT OR A JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS, OMISSIONS OR FAILURES OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COMPANY AND CAMPERS ENTERING INTO THIS AGREEMENT.
26. Attorney's Fees. In the event either party commences arbitration or litigation to enforce or declare the meaning of any provision of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs.
27. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Company is located. In the event of any action brought to enforce or declare the meaning of this Agreement, venue shall be in the County and State in which the Property is located.

Executed on the day and year first above written.

Company MHC Holiday Trav L NC, L.P.

By EXAMPLE

Its: Manager

Company's Address:

9102 Coast Guard Road

Emerald Isle North Carolina 28594

Company's Telephone Number:

252-354-2250

Campers

EXAMPLE Date: _____

(Signature of Camper)

(Print name of Camper)

EXAMPLE Date: _____

(Signature of Camper)

(Print name of Camper)

Campers' Home Address:

EXAMPLE

Campers' Telephone Number:

EXAMPLE

Campers' Cell Number:

EXAMPLE

Email:

EXAMPLE

Name: EXAMPLE
Home Address: EXAMPLE

Phone: EXAMPLE
Site #: _____

Golf Cart Rules and Agreement

1. All golf carts must be registered with the property and the decal (provided once registration process is complete) must be placed on the driver's side front windshield or panel of the golf cart. Carts registered at one property, visiting another property, with proper decal, will need to check in with the office and show current proof of insurance and pay any additional fees.
2. There will be a \$ 25.00 annual registration fee for all golf carts, payable in advance.
3. Proof of Insurance (\$50,000 Personal Property Liability, must be submitted when processing this Agreement. Homeowner's insurance will NOT be accepted).
4. Each site will be permitted to have (1) one golf cart.
5. Golf carts must be electric and not gas powered.
6. Electric Fees: Annual sites are billed by meters or as determined where meters are not available. Visiting guests will be charged.
7. Golf carts must be maintained on a regular basis to ensure that all carts can be safely operated. They must be operated with no mechanical modifications and have working headlights and taillights.
8. Golf carts are to be driven only on designated roadways, no cutting through sites.
9. At no time should there be more passengers on the golf cart than the total number of seats or a maximum of 6 passengers. All passengers must be seated when the cart is moving.
10. You agree to operate the golf cart safely and responsibly, to become familiar with the operation and use of the golf cart and to read the Manufacturer's "Warning Instructions".
11. You agree to contact the property's staff if you or other operators of the golf cart cause any damage to persons or property through the use of the golf cart.
12. You understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the state and county where the property is located, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. You agree to operate the golf cart in accordance with the property's rules and regulations and to observe all posted speed limits.
13. Since each golf cart is registered to a family, it may be operated by other members of the family who meet the requirements set forth in this Agreement, but the golf cart may not be lent to or operated by guests or other persons.
14. The owner of the golf cart is responsible to see that his or her golf cart is properly secured at his or her site in the owner's absence. Only regulation golf cart covers may be used to protect your golf cart.
15. Assumption of Risk, Release of Liability, and Indemnification. In consideration of the Released Parties (as defined below) allowing you to use your golf cart on the property, you voluntarily and expressly agree to accept and assume all risks arising from the use of your golf cart on the property, including but not limited to, the risks of death, injury, and property loss or damage, whether caused by you or other persons and whether or not caused by any act or omission of the Released Parties.

The term “Released Parties” means the owner of the property, Equity LifeStyle Properties, Inc., MHC Operating Limited Partnership and their respective affiliates, shareholders partners, directors, officers, employees, and agents.

EXAMPLE Initials

In consideration of the Released Parties allowing, you to use your golf cart on the property, you hereby release and discharge the Released Parties from any and all liabilities, claims, causes of action and expenses (including reasonable attorneys’ fees) resulting from or arising out of the use of your golf cart on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties.

EXAMPLE Initials

In consideration of the Released Parties allowing you to use your golf cart on the property, you hereby agree to hold the Released Parties harmless from, and to indemnify them against, any and all liabilities, claims, causes of action and expenses (including reasonable attorneys’ fees) resulting from or arising out of the use of your golf cart on the property, whether caused by you or other persons, and whether or not caused by any act or omission of the Released Parties. The indemnification provided for in this paragraph shall survive any termination or expiration of this Agreement.

EXAMPLE Initials

You represent that you have read this Golf Cart Rules and Agreement, understand the contents of this document, and sign it of your own free will. You represent that you (the person signing this Agreement) are 21 years or older and that you possess a valid driver’s license. You agree that only persons who possess a valid driver’s license or learners permit with an adult over the age of 21 years old will be permitted to drive the golf cart.

Insurance Company Name:

Insurance Policy #:

Insurance Policy Expiration Date:

EXAMPLE