

SAM'S BEACHCOMBER RV RESORT
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RULES AND REGULATIONS

All reasonable means will be taken to make your stay at Sam's Beachcomber RV Resort a safe and pleasant one. The purpose of these rules and regulations is to promote the convenience, safety and welfare of all tenants on the premises. The rules and regulations are also designed to protect and preserve the health, rights and property of all parties.

RESORT'S RIGHTS

- 1) Management will make a reasonable effort to provide a safe environment. However, Sam's Beachcomber RV Resort disclaims any responsibility for loss resulting from fire, theft, accidental and/or natural disasters.
 - a) No violation of any law or ordinance of the city, county and/or state will be tolerated. No activities will be permitted which could place the management and/or owners of these premises in violation of any law.
- 2) In addition to all other rights and remedies of Sammy's Island, LLC (Landlord), and without prejudice to the landlord's right to terminate this agreement for non-payment of rent: all rents are paid one month in advance. Rents are due on the first day of each month and are considered delinquent after the sixth day of the month. Late charges for delinquent rents are provided in your Rental Agreement.

RESORT INFORMATION

- 3) Noise level in the resort should be minimal.
 - a) "Quiet Time" is 10:00 pm to 8:00 am. No driving golf carts/off road vehicles after midnight.
 - b) Management reserves the right to have any person causing a disturbance, or who becomes a nuisance, removed from the resort's property.
 - c) Abusive language will not be tolerated whether it involves tenants, guests or employees.
- 4) Speed limit throughout the resort is ten (10) mph.
- 5) Posted signs throughout the resort must be observed.
- 6) The launch ramp is open twenty-four (24) hours, however it may be limited to certain hours or be closed as management sees fit. (Use launch ramp at your own risk.)
- 7) All personal belongings must be removed from the beach area between the hours of 10:00 pm and 8:00 am. NO EXCEPTIONS
- 8) Maintenance requests will be scheduled on a priority basis. Contact office to schedule maintenance.

- a) Resort tools or equipment cannot be loaned out.
- 9) The resort address may not be used for the purpose of advertisement, sale of merchandise, or for personal mail forwarding.
 - a) No private business may be conducted in the resort.
 - b) Contact management regarding yard sales, etc.
- 10) No open fires are allowed. Propane or charcoal may be used.
- 11) The trash compactor is located at the front parking lot. Please deposit your household trash daily. The raccoons tour the resort at night and will get into your trash containers.

POOL AND SPA

- 12) Large inflatable devices are not allowed in the swimming pool.
 - a) Babies must wear a swimmer's diaper in the pool.
 - b) Children under the age of fourteen (14) years old must be accompanied by an adult while in the pool and/or spa area.
 - c) Children five (5) years of age and younger are not permitted to enter the spa, as the hot water temperature may be harmful to their health.

PETS

- 13) Pets, if accepted by management, must be kept quiet at all times.
 - a) Barking and/or aggressive dogs will not be tolerated.
 - b) Dog Breed Restriction Policy: Animals that are considered dangerous by the insurance industry will not be allowed on the premises of Sam's Beachcomber RV Resort. In the case of dogs, dangerous breeds include Pit Bulls, Chows, Dobermans, Rottweilers, and Wolf-hybrids. This applies to both full and partial breed dogs. Management's decision as to whether any pet is a dangerous breed is final and conclusive.
 - c) Dogs must have their license and rabies vaccinations on file in the office.
 - d) Owners are to have their pets leashed and in control whenever they are outside of your unit.
 - e) No more than two (2) pets per space.
 - f) Pets are not allowed in resort's facilities, including the pool and clubhouse areas.
 - g) It is the pet owner's responsibility to clean up after their pet whether on their space, walking pet outside of space, or along outside perimeter of resort property.
 - h) Exceptions to the resort's pet restrictions will be made, as necessary, for service dogs to accommodate the needs of disabled tenants or guests. If your service dog is one of the five breeds on the restriction list, individual liability insurance that covers your dog must be on file with the office.

BEACH ACCESS

- 14) All owners, sublease renters, and RV'ers who are registered to stay at Sam's Beachcomber RV Resort have access to ANY beach cove on Sam's property. No owner at Sam's shall block any entrance or refuse any sublease renter, RV'er, or other owner access to any cove on

the property. Once any person leaves a cove or the swim beach for any reason or any amount of time, that spot will become available to anyone registered at Sam's regardless if any personal property (mooring stake, chairs, etc.) is left on the beach. All owners with boats 24' and under are encouraged to use a complimentary boat slip.

BOATS AND BOAT SLIPS

- 15) Tenants requesting a boat slip must have copies of current registration and insurance on file in the office.
 - a) Slips will be assigned to the park model owner and owner's boat only.
 - b) One (1) slip, when available, will be issued for each space.
 - c) When leaving town for more than twenty-four (24) hours, the boat must be removed from the slip and the guard station notified.
 - d) Violation will result in the boat being chained and a \$250.00 "unchain fee" will be charged. This fee will also be charged for any boat illegally moored. Repeated violations will result in boat slip privileges being revoked.
 - e) Due to the configuration of our boat docks, boats longer than 24 feet in length will not be allowed to utilize the boat slips. Personal watercraft are not allowed to occupy any slip. There is a designated area for them.
- 16) Boats must be side tied to the dock and done in a crossing pattern; bow to dock and stern to dock, then two (2) small ropes tied straight from bow to dock and stern to dock. This side tie pattern will eliminate the boat from damaging the docks and hitting the boat moored next to your boat. Anyone not following these instructions will be asked to remove their boat. The ends of the docks are for emergencies, loading and unloading only. No mooring.
- 17) Boat slips are provided as a courtesy to tenant owners only.
 - a) Sam's Beachcomber RV Resort reserves the right to deny use of the boat slips to anyone. Boat slip occupancy must be renewed at the end of two (2) weeks.
 - b) If a slip is not available, your name will be added to a waiting list. Tenant may not lock their boat to docks and/or light poles.
- 18) If you sublease your park model, please advise your renter that there is a fee to utilize a boat slip.

VEHICLE PARKING

- 19) Only two (2) automobiles, boats, boat trailers, personal watercraft (PWC), golf carts and off-road vehicles owned by the registered tenant may be parked on their space and must be parked so they will not obstruct the view of their neighbors or traffic on the street.
 - a) All other vehicles, including motor homes, must be placed in storage. All vehicles in storage must be registered to the tenant. Any vehicles found in the resort and not currently registered with the office will be towed at the owner's expense.

- b) We require every tenant owned vehicle, trailer, golf cart or off-road vehicle to display a space identification sticker. Proof of ownership, current registration and insurance must be provided before stickers are issued.
 - c) Management reserves the right to remove any vehicle which is, in the opinion of management, considered a hazard, eye-sore, creates a problem, or becomes a nuisance.
 - d) Space number must be displayed on all golf carts/off road vehicles, front and rear, using 3” reflective numbers.
- 20) Tenants are not allowed to let non-tenants store boats, vehicles, PWC’s on their spaces.
- 21) All vehicles must be parked within your own property lines. If in doubt, check with management regarding these boundaries. No parking on streets (they are fire lanes), sidewalks, or resort owned patios. ALL vehicles must clear the roadway by two (2) feet.
- a) Vehicles and trailers will be towed, without notification, at tenant’s expense.
- 22) Upon arrival at the resort or when preparing for departure, tenant may park their RV at their space for loading and unloading for a period of not more than 24 hours and during daylight hours only. After receiving approval from office, RV may be left on tenant’s space the night before departure and the night after returning from trip.
- 23) Golf carts must be lighted front and rear, remain on roadways and obey the 10-m.p.h. speed limit.
- a) Only licensed drivers may operate golf carts and off-road vehicles on resort property.
 - b) Street legal motorcycles are allowed.

STORAGE

- 24) Items placed in storage must belong to registered tenant. Proof of ownership must be provided to the office. There is a Storage Agreement to complete before placing an item in the storage yard.
- a) The charge for storage is \$75.00 per month. If you have any questions regarding what items can be placed in storage, please contact the office.
 - b) Storage access hours are Monday thru Friday, between 8:30 to 3:00 p.m.
 - c) The Resort will not allow any loose items such as wood, metal awnings, etc. to be placed in storage.

BASIC SPACE INFORMATION

- 25) There will be no grubbing or destruction of any natural slope vegetation, unless authorized by management.
- 26) If tenant installs concrete on their space and the RV Resort is required to remove concrete to do repairs under concrete, tenant agrees to pay for the removal and replacement of concrete.
- 27) No dwelling unit of conventional construction shall be permitted on any space in RV Resort. A four (4) inch concrete slab may be poured and structure bolted to it. Absolutely no footings can be utilized. This would qualify as “conventional construction”. Contact office for further information.
- 28) Tree trimmings will be picked up from your space if they are bundled using twine or rope and weigh less than forty (40) pounds. Check with management before placing any large items, or an excessive number of items for pick up. A fee may be charged for these items.

- 29) Gate cards are for use by owner tenants only. Gate cards being used by other family members, friends or guests will be confiscated and deactivated.
- 30) All guests and service personnel must register with the resort's security station before entering.
 - a) Any guest or service personnel who are on property and not registered will be considered trespassing and will be asked to leave.
- 31) Combustible liquid, i.e. gasoline, may be stored on space if it is in an approved fuel container and in quantities that do not exceed ten (10) gallons.
 - a) Containers may be stored in a shed, but not under unit and/or deck. If in doubt, please contact the front office.
- 32) No fuel containers are allowed on docks, or at the beach area.

RENTS

- 33) Rents are based on one (1) unit per space and two (2) persons per unit. Management reserves the right to limit the number of extra guests in the unit. Guest fees are provided in each individual Rental Agreement. Tenants will be responsible for the conduct of their guests while on resort property. Guests will be allowed the use of the resort's facilities except the launch ramp and boat slips. Tenants or guests are not allowed to sleep outside of any unit or on any boat.
- 34) Rent includes use of all resort social and recreational facilities.
- 35) No rent refunds will be made for partial month's occupancy.
- 36) Units may not be subleased or rented without permission and approval from resort management.
 - a) There will be an additional charge of \$100.00 per month (added to your monthly bill) if unit is subleased or rented. A Sub-Lease Rental Agreement must be signed by both the owner and renter and must be on file at the resort's office two (2) days prior to start of the lease. The Premises may be subleased for up to three (3) times per month and may be divided between 3 different renters. If the unit is rented for 7 days or less AND only to one party within a calendar month, the sublease fee is reduced to \$50 for the month. If sublease agreement is not received at least two days before check-in date, an additional \$50 will be charged. When a unit is sub-leased or rented, the owner of the unit must relinquish his/her boat slip privileges and all resort amenities to the renter.

BUYING AND SELLING

- 37) If an owner decides to sell his/her unit and the unit is to stay in the resort, management reserves the First Right of Refusal to purchase it at the same price and terms.
If the unit is to be removed from the space the following is required:
 - a) Tenant must designate a person or entity that will be responsible for the move-out. If this responsible party is not licensed as a contractor by the Registrar of Contractors, or the City of Lake Havasu, a move-out deposit or security bond of \$1,000.00 must be posted.
 - b) When the unit is removed, all necessary structures such as sheds, awnings, carports, fences and the like must also be removed unless the resort agrees in writing regarding items that may be left.

- c) The space must be left clean, free of trash, building materials and construction debris.
- d) All holes and depressions must be filled in. The space must be graded level and approximately the same level as adjoining lots. If fill dirt is necessary, tenant is responsible for supplying clean fill dirt.

UNIT OWNER

- 38) Tenant's current contact information must be on file at the Resort office.
- 39) All park models/mobile homes in Sam's Beachcomber RV Resort must have Lake Havasu City Fire Department approved building identification placed on the side of the unit facing the road. The numbers/letters must be a minimum of four inches (4") in height and not less than a one-half inch (1/2") stroke. The Lot # must be 8 feet from the ground, so it can be viewed over a vehicle. The address must be plainly visible and legible from the street at a distance of at least 100 feet from the structure. The numbers/letters must be in block font that contrast in color with their background.
- 40) Management reserves the right to remove a damaged unit immediately if it poses a danger to others. If the unit poses no danger, but is unsightly, and after notifying the tenant in writing, management reserves the right to remove said unit to storage after thirty (30) days, at the tenant's expense.
- 41) Set-up specifications will be determined by management for all units brought into the resort. Any new construction must be approved by management prior to commencing. Contact office if you have any questions.
- 42) Other than the tenant's name and space number, signs of any kind are prohibited from placement on individual units and/or spaces. It is permissible to place a small "For Sale" or "For Rent" sign (no larger than 18"x12") in the window of the unit.
- 43) Contact management before connecting any heavy-duty appliances or electrical equipment. This will assure there is adequate electrical capacity at each individual space. No appliance may be connected on the outside of the unit without permission of management.
- 44) Current name, address and phone number of tenants, a copy of the unit's title, proof of homeowner's insurance, current registration and insurance on all vehicles and watercraft must be on file at the resort office.
- 45) Unit space must be maintained in a neat and orderly fashion.
 - a) Any outside landscaping, except that installed by the resort, is the responsibility of the tenant.
 - b) Should space require attention, tenant will receive a notice to this effect and be given ten (10) days to remedy the situation. After that time work will be done, and tenant will be charged.
 - c) Each space will remain under direct control of management.
- 46) **Tenants must obtain written permission from management before making any outside improvements, including repairing decks, carpeting, painting, and paint color choice, shade screening, satellite dishes, large antennas, canopies, and landscaping.**
 - a) An 8 1/2"x11" drawing must be submitted to be approved by management. Management has five (5) working days to approve or deny any requests submitted. Work must be completed within a specified time or approval will be null and void.

- b) It is the tenant's responsibility to see that the contractor meets the resort's requirements. Proof of current business license, liability insurance, and workmen's compensation insurance must be on file at the resort's office prior to performing any work. It is also tenant's responsibility to make sure that all work conforms to the approved drawing submitted.
 - c) Work is to be done between the hours of 8:00 a.m. and 6:00 p.m., Monday thru Saturday.
 - d) Any outside improvements done without the resort's approval is a violation of the Rules and Regulations and will be removed at the tenant's expense.
 - e) Note: Workman must clean up the work area of all materials and remove all trash from the resort. Use of the resort trash compactor is NOT allowed.
- 47) Adult tenants are responsible for children registered to their space. Children are to be supervised at all times and are not allowed to loiter in or around resort facilities.
- 48) Sam's Beachcomber RV Resort is a family park. Nudity in public view, whether full or partial, is not permitted in the resort. Also, pasties that cover only a female's areola are not allowed.
- 49) Resort services, electricity, water and sewer are available to each space. The resort and/or utility company will service.
- a) The tenant is responsible from hook up, to and throughout their unit.
 - b) All utility connections from the resort outlets must be made by a licensed contractor using approved materials.
 - c) This information must be updated within ten (10) days when any changes occur.
- 50) Homeowner's insurance must include liability insurance in the amount of \$100,000 or more. Proof of insurance must be in the form of a certificate of insurance issued by the tenant's insurance company and must list Sam's Beachcomber RV Resort as an additional interest.
- 51) For information not covered herein, please contact the resort office.
- 52) In case of emergency after office hours, contact the Security Guard Station at 928-412-2934.
- 53) Failure to abide by these resort Rules and Regulations may result in the removal of the tenant and his/her unit from the resort at his/her expense.

These Rules and Regulations Supersede all Previous Rules and Regulations

Tenant Signature

Date

Print Name

Tenant Signature

Date

Print Name

