

NewMor, Inc. NewMor River Preserve RV Park & Cabin Rental 2926 Lee Road 380 Valley, Alabama 36854 334-742-0776

RULES AND REGULATIONS OF RIVER PRESERVE RV PARK & CABIN RENTAL

The following rules shall govern the conduct of all individuals within the park known as River Preserve RV Park & Cabin Rental including campsite Lessees' and their guests and shall remain in effect until amended.

CONDUCT

11. GENERAL PROVISIONS

A. Quiet time is from 11 p.m. to 8 a.m. Bug zappers are prohibited during quiet time.

B. Children under 10 years of age must be accompanied by an adult at all times.

C. No animals may be kept on any lot, except customary household pets, which must be on a leash no longer than 12 ft. Household pets shall be restricted to the owner's lot and designated areas only. Owners must clean up after their pet. No pet shall be left unattended.

D. NO firearms are allowed outside of a person's personal camping unit within the park.

E. No one shall do or allow anything which will disturb, annoy, or interfere with the rights, comfort, or convenience of others. Loud or boisterous music or conversation is prohibited.

F. No one shall use or permit the presence of any flammable oils or liquids, explosive, or articles dean hazardous to life, limb, or property at any campsite or in any common area.

G. Abuse of alcohol and/or drugs will result in IMMEDIATE eviction.

1. Anyone who is abusing drugs and/or alcohol will vacate property immediately. NewMor, Inc., NewMor River Preserve, and its agents, service, and employees has the right to terminate lease, without prior notice.

2. It is the responsibility of the lessee to enforce underage drinking laws. Alcohol consumption by adults of legal age is permitted at your campsite only. No underage drinking is allowed. Alabama's legal age for purchase, consumption, possession, or transportation is 21.

3. No open containers.

4. No public drunkenness.

5. No drug usage, manufacturing, distribution, possession, or soliciting on property. Lessee and their guests will vacate property immediately and lease terminated.

12. SWIMMING

A. All campsite Lessee and their guests may use the designated swimming areas in the park.

B. All children under 12 years of age must be accompanied by an adult while swimming.

C. All persons using the swimming areas and boat docks around the campground do so at their own risk.

1. River Preserve RV Park & Cabin Rental and its agents and principals are not responsible for accident or injury in connection with use of the swimming areas or common areas or for any loss or damage to personal property or life or limb.

2. Campsite Lessee agrees to indemnity and hold River Preserve RV Park & Cabin Rental harmless for any and all liability or responsibility to their guests using the campground facilities including but not limited to reasonable attorney's fees.

D. No boisterous, rough play, horseplay, or running shall be permitted in the designated swimming areas.

E. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming areas.

F. Use of swimming areas is permitted during daylight hours.

G. Any persons having a skin disease or communicable disease shall be excluded from use of the swimming areas.

H. Warning: Swimming is permitted at Lessee's own risk. Use Extreme Caution when swimming.

13. LAND USE

A. NewMor River Preserve is a privately owned property for RV Park use only.

B. No exploring, hiking, hunting, fishing, or visiting adjacent properties. NewMor River Preserve property boundary is mostly fenced. If unsure about property boundary, ask NewMor River Preserve personnel.

14. PIER AND DOCK AREAS

A. All guess who use a pier or dock area must be accompanied by a campsite lessee are responsible occupant.

B. All persons using a dock or Pier do so at their own risk. River Preserve RV Park & Cabin Rental and its agents and principles are not responsible for any accident or injury in connection with the use of a pier or dock or for any loss or damage to personal property or life or limb. Persons using dock or peers agree not to hold River Preserve RV Park & Cabin Rental or its agents, servants, or employees liable for any actions of whatever nature occurring on or about the dock or Pier.

C. Running on a dock or Pier, diving, or jumping off a pier or dock is prohibited.

1. No diving permitted in any area.

D. Persons 12 years of age or younger must be accompanied and supervised by an adult at all times while using a dock or Pier.

E. The following rules shall apply to persons fishing from a dock or pier or bank:

1. All persons who fish using a pier or dock area must be accompanied by a campsite lessee or responsible occupant.

2. No trout lines may be left in the water at any time.

3. Use caution when casting.

4. Each fisherman is responsible for cleaning up any sink, bait cutting area or Pier or dock after themselves.

F. No boat maybe left adjacent to any Pier, or sea wall for longer than 2 days. Only docks equipped with anchor for boats may have a boat docked to them.

VEHICLES

1. GENERAL PROVISIONS

A. Neither River Preserve RV Park & Cabin Rental or its agents, service, or employees are responsible for injuries or damage to others incurred using any vehicle or personal equipment including personal watercraft and boats.

B. The operation of mopeds, minibikes, motorcycles, go carts, or similar motorized vehicle shall not be permitted within the park except to and from the campsites and the gate. Battery operated scooters and golf carts that do not exceed 10 mph and vehicles for the handicapped shall be acceptable.

C. Operators of any motorized vehicle (except golf carts) within the park shall be required to have a valid driver's license.

D. No motorized vehicle shall be driven through the park by a child under the age of 16 years without the presence of an adult.

E. Lights are required on any motorized vehicle operated in the park after dark. "Dark" shall be defined as the time when the dusk-to-dawn lights in the park come on in the evening. All operator shall abide by the posted 10 mph speed limit. **NO LATE-NIGHT RIDES.**

F. Bicycle shall not be ridden in the park after dark. "Dark" shall be defined as the time when the dusk-todawn lights come on in the evening.

G. All non-motorized and motorized equipment with wheels (except handicap equipment) shall not be ridden on porches, ramps, steps, walkways, and paved areas around the park except for designated roadways.

H. The speed limit on all streets within the park is <u>**10 mph**</u> maximum for everyone! Pedestrians have the right of way at all times!

2. GOLF CARTS

A. Persons ages 12 to 15 years old shall be allowed to drive a golf cart providing there is an adult who is at least 21 years old riding on the front seat of that cart.

B. Persons over the age of 16 shall be allowed to drive golf carts without an adult riding in the front seat. Must obey rules. Driver will only be given three warnings before being asked to leave.

3. BOATS AND TRAILERS

A. No boats, jet skis, or personal watercraft may be left on the campsite.

B. If you are planning to have your boat, jet ski, or personal watercraft available for your use during your stay, you may park it on the hill designated by NewMor, Inc personnel. No boats, personal watercraft, and jet skis maybe left in the designated area for longer than 14 days interval. Boats, personal watercraft, and jet skis leftover 14 day period shall be subject to a rental charge of \$3 per day in excess of 14 continuous days.

C. River Preserve RV Park & Cabin Rental reserves the right to amend this requirement with or without notice at any time depending upon the space requirements that may be necessary concerning storage of boats, jet skis, or personal watercraft.

D. Storage space shall be limited to one boat or two jet skis per campsite.

E. River Preserve RV Park & Cabin Rental is NOT RESPONSIBLE for those boats and watercraft parked in a designated boat parking areas. All boats and watercraft are parked at their owners own risk.

4. PARKING OF VEHICLES

A. Parking is limited to one vehicle per campsite and only adjacent to the campsite.

B. No parking is allowed on the streets are common areas within the park.

C. Ask NewMor River Preserve personnel for parking area for overflow parking for Lessee's or their guests who need more than one parking space. All parking in the common area is limited to no more than 7 Days with an interval of 1 day before re-using any common parking area.

D. No campers or motor homes may be parked in the campground or in any other area and the designated campsite. Violators of this parking provision will be towed away and stored at the owner's experience.

E. All persons using the park shall respect the rights and campsite lines of others in the park. If you are unsure as to where your leased campsite is please inquire.

F. River Preserve RV Park & Cabin Rental is NOT RESPONSIBLE for those Vehicles parked in the designated boat parking area. All vehicles are parked at the owners own risk.

CAMPSITES

5. PLACEMENT OF CAMPERS

A. You should check with park maintenance to determine that the electrical supply provided by this park is suitable for your camper or motor home. River Preserve RV Park & Cabin Rental assumes no responsibility whatsoever for any injury or damage caused as a result of inadequate power supply to your camper or motor home.

B. All sewer connections must be sealed and attached securely in compliance with Alabama State Law.

C. Skirting of a camper or a motor home shall be limited to metal or vinyl material to enclose the underside of the camper. Skirting shall be white or beige only.

D. No part of any unit shall be allowed to obstruct access to or cover the existing utilities, which must be accessible for repair and maintenance of the utility system.

E. A camping unit having a shed, gable, or shingle roof or masonite, wood, or lapboard (wood, vinyl, or aluminum) siding shall not be permitted to remain on any lot.

F. Wheels must remain on camping units at all times.

G. No camper over <u>10 years</u> old is permitted to be moved in and placed on any campsite by a new Lessee without prior approval of River Preserve RV Park & Cabin Rental.

H. Campers currently in the campground over <u>10 years</u> old shall be allowed to remain so long as kept in good repairs showing no signs of rust and/ or damage.

6. STRUCTURES AND IMPROVEMENTS TO CAMPSITES

A. The construction, maintenance, and/or use of the following are prohibited on any campsite or common area unless pre-approved by River Preserve RV Park & Cabin Rental.

1. TV and/or radio antennas, mini satellite dishes exceeding 22 inches, (except those mounted on a camper a recreational vehicle) and not in excess of 25 feet measured from the ground level.

2. Permanent or semi-permanent structures including sunrooms, or storage buildings, unless preapproved by River Preserve RV Park & Cabin Rental. Soft screen sunrooms will be permitted if they are attached to the awning roller and do not extend beyond the patio of the camper.

3. Outside toilets, clotheslines, and garbage cans of any type are prohibited.

4. Shrubs, trees, flowers, etc... that obstruct access to existing utilities are prohibited.

B. Porches and patios are allowed only with approval by River Preserve RV Park & Cabin Rental.

1. No porch or patio may be constructed, remodeled, or rebuilt without prior approval by River Preserve RV Park & Cabin Rental.

2. All porches or patios, constructed, remodel, or rebuilt without prior approval by River Preserve RV Park & Cabin Rental are subject to removal at the campsite Lessee's expense.

C. Pouring have any concrete on campsite is allowed only with prior approval of River Preserve RV Park & Cabin Rental. All concrete poured without prior approval is subject to removal at campsite Lessee's expense. 7. UTILITIES

A. NewMor River Preserve will bill/ invoice lessee for EXCESSIVE use of power & water. Power and/or water is deemed excessive when above normal usage. Normal usage is the average monthly usage of all lots combined in a one-year period.

8. CAMPERS FOR SALE

A. Campers may have a 'for sale' sign placed on them while on the campsite during the period of campsite lease.

B. When a camper sells the new owner will NOT be automatically entitled to remain and lease the campsite where the camper is located.

C. Do NOT represent your purchaser that they can keep the same campsite.

D. Our waiting list is long and in fairness to those wanting campsites, campsites cannot be "sold" with the camper.

E. Campers that are "for sale" may not be placed on the hill area designated for overflow parking without prior approval from River Preserve RV Park & Cabin Rental.

9. REMOVAL CAMPERS

A. If a Lessee does not renew his or her lease, Lessee is responsible for removal a camper and porches and patios at the Lessee's own expense.

B. When a lease is not renewed the camper and all porches, patios, and improvements on a campsite must be removed completely from the campsite and property of River Preserve RV Park & Cabin Rental by the last day of the lease period.

1. River Preserve RV Park & Cabin Rental reserves the right to remove any camper, porch, patio, or improvement remaining after the last day of a lease period if the lease is not renewed. NewMor, Inc is NOT responsible for damage to RV/ Camper or its contents during removal from site.

C. All porches, patios, and improvements are erected at campsite Lessee's expense and River Preserve RV Park & Cabin Rental is in no way responsible for any damages occurred to non-renewal of lease and the removal of porches, patios, and improvements from the campsite whose lease was not renewed.

10. MAINTENANCE OF CAMPSITE

A. Motor homes and campers must be washed at least once per year, preferably before Memorial Day each year.

1. If a camper or motor home has not been washed or is not properly maintained River Preserve RV Park & Cabin Rental reserves the right to perform the service for the owner and to bill/ invoice the owner for the service for the time involved in washing the unit.

B. Camping units which are not used during the winter months must have all outdoor personal property removed from the porches of the unit during the wintertime.

C. The underside of the motor home or camper may not be used for storage of wood, building materials, or any other equipment.

D. Unsightly personal property, trash, or rubbish shall not be permitted to remain on any lot.

E. No signs of any kind shall be displayed on any site without written consent of River Preserve RV Park & Cabin Rental, except for one personal identification sign per lot will be permitted.

F. No exterior refrigerators or freezers maybe left on a deck or on the grounds.

G. No outside campfires may be maintained on campsite. Designated camps fire areas are found in the common area of the park.

H. No tarps of any kind shall be allowed across the roof or use on any campsite for any purpose.

I. Campers and motorhomes may be covered by metal shed if approved by River Preserve RV Park & Cabin Rental.

1. Only sheds of the designated color and construction are permissible. No camper or motor home shed or cover shall be allowed that does not conform to the specifications and colors designated by River Preserve RV Park & Cabin Rental.

J. Personal and household trash shall be taken to Lee County dumpsters by Lessee and NOT left or stored on property. Nearest dumpsters are located at:

1-Corner of lee road 379 and lee road 158

2-Corner of lee road 270 and lee road 276

1. Trash shall be placed in a garbage bag.

K. Each unit shall be kept in a good state of preservation and cleanliness. All garbage and other refuse shall be properly secured in a garbage bag or other garbage container. No trash or other articles may be burned on any campsite.

RENEWAL OF LEASES

15. GENERAL PROVISIONS

A. All leases are for a period of one year, one month, weekly, or daily.

B. River Preserve RV Park & Cabin Rental reserves the right to not renew a campsite lease beyond the current lease period.

C. If a lease is not renewed either by campsite Lessee or by River Preserve RV Park& Cabin Rental, the lessee is responsible for the removal of his or her camper and all improvements under the terms of these rules and regulations.

VIOLATIONS AND ENFORCEMENT

16. REPORTING AND WARNINGS

A. Please report any violations of these rules to the owner or campground personnel.

B. Campsite leases will be notified of any violations concerning their campsite that occur during the lease period and issued a warning.

C. Should a campsite Lessee or their guests receive three warnings from River Preserve RV Park & Cabin Rental with respect to violation of these rules and regulations during a single lease period their lease shall be subject to termination and they will be required to vacate their campsite forfeiting the remaining period of their lease without refund of lease amount.

D. If Lessee is asked to vacate premises, lessee will have 24 hours to vacate. If not vacated in 24 hours, Lessee hereby authorizes NewMor River Preserve permission to remove ALL property of lessee without any liability should property be damaged.

E. All rules and regulations are subject to modification by NewMor Inc., River Preserve RV Park & Cabin Rental and those subject to interpretation shall be construed and interpreted by River Preserve RV Park & Cabin Rental in accordance with these rules and regulations with the intent of the drafters controlling.

17. AMENDMENTS

A. NewMor, Inc., River Preserve RV Park & Cabin Rental reserves the right to amend these rules and regulations at any time.

B. In the event of amendment, NewMor, Inc., River Preserve RV Park & Cabin Rental shall cause a copy of the amended rules and regulations to be sent to each campsite Lessee.

18. EFFECTIVE DATE

A. These rules and regulations shall be effective immediately.

19. CONSENT TO RULES

- A. All Lessees shall cause a written acknowledgment of their intent to follow and abide by the rules State here in to be given to River Preserve RV Park & Cabin Rental. Failure to do so may result in early termination of their lease. Consent to rules also by initials on lease agreement.
- B. NewMor River Preserve is NOT responsible for acts of God, nature, theft, or vandalism.