

**Lake Falling Star RV Resort  
Lake Falling Star, Ltd  
KLC Holdings Inc.  
RULES AND REGULATIONS  
Exhibit A**

**THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES OR LOSS FROM ANY CAUSE.**

**GENERAL:** Lake Falling Star LTD (Lake Falling Star Rv Resort) will not tolerate any onerous, noxious or offensive activity of any sort that could interrupt and /or adversely affect the enjoyment of other parties utilizing our facilities. In the event of such onerous, noxious or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave the resort immediately, without a refund.

**INDEMNITY AND WAIVER OF LIABILITY;** Customer shall indemnify and hold Lake Falling Star. LTD and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns (collectively, the "Parties") harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or customer actions or inactions ( or those of their employees, agents, or invitees), or any other related to Customer's use, Cabin Rental or occupation of the RV site.

**ACCORDING TO TEXAS PENAL CODE SECTION 31:04** (b), any guest (s) who leaves without paying for site service or who refuses to pay for site service when due is subject to criminal prosecution. We are providing service hook-ups for your RV and Rental Cabin Park Model w/full amenities. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

**DEPOSIT AND CANCELLATION POLICY:** A credit card deposit for your first night is required to guarantee reservation. Deposit is charged at time of reservation. Cancellation Requirements for Deposit Refund: If you are unable to honor your reservation, call and cancel prior to these deposit refund cancellation deadlines: RV monthly rental deposit (Winter Texans) of \$150 during October-April 60 days prior to your scheduled arrival date.

RV: 30 days- Notify Lake Falling Star Rv Resort 30 days prior to your scheduled arrival date.

Cabin: 30 days - When renting a cabin daily and weekly (does not include monthly rentals see cabin Lease agreement). Notify Lake Falling Star Rv Resort 30 days prior to your scheduled arrival date. There is a \$50 processing fee for cancellations as described above.

Cancellation Charges: A (RV daily & weekly = \$50, RV monthly = \$150 & Cabin = \$150 per cabin) cancellation fee is charged for cancellations made prior to deadline. Cancellations after deadline will result in forfeiture of : RV (daily/ weekly)= full balance of stay RV monthly = \$150 and Cabin = \$150 per cabin.

Reservations are viewed as an agreement we hold the RV / Cabin for you and turn away other future guests, in return for your payment. No refunds for shortened stays. Any party exceeding the amount people on the reservation is reason for eviction without reimbursement. Full Payment for your booking is due at checkin. All cancellations are recorded. There are no cancellation refunds under any circumstance if cancellation guidelines are not met. NO REFUNDS on early departures.

**ENTRANCE SECURITY GATE:** You are not allowed to give out the gate code to non staying guests. If someone is coming to visit you, you shall have them call you when they get to the gate and you need to walk up and punch in your gate code for them to gain access, violation to this rule is grounds for immediate termination of stay for any guest. Each occupied site or cabin will have their own gate code. Upon check-out the gate code will be deleted. **If the electricity should go out at the resort the key pad will not work as soon as resort management is notified we will block the gate open until the electricity comes back on.**

**MAX OCCUPANCY :** RV Site Rates are based on 2 people occupancy. Additional costs: \$5 per day 5-16 yrs of age and \$10 per day for 16 yrs of age and older. Monthly rate ages 5-16yrs \$25 per month over 16yrs \$60 per month. Maximum of 6 people (weekend and daily users), Maximum of 4 people (Monthly).

Cabin: Each cabin has different occupancy rating please check on-line for a cabin size that meets your needs (including visitors).

**VISITING GUESTS:** All Visitors must notify the office at Lake Falling Star RV Resort (512)398-7827 and sign required documents. RV Site: 6 people per site including visitors. Pool access \$7 and stay the night \$10 per day. RV SITE:

**CHECK IN TIME:** Check in time for cabins is between **3 pm-6 pm. RV Sites** 12 pm-6 pm if you are going to arrive after 6 pm you will need to notify the office of Lake Falling Star RV Resort. Late RV arrivals after dark are not accepted. In the event of unforeseen circumstances, we reserve the right to move RV Site / Cabin guest to an equal or higher priced accommodation at no extra charge.

**NOTE:** The maximum occupancy is highly monitored. Any party exceeding the maximum occupancy or having more people than what your reservation indicates is reason for eviction without reimbursement of site fee and deposits.

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**CHECK OUT TIME:** Check out time for Cabins is **11:00 am** and **12 pm (noon)** on RV Sites. The Texas RV Park Occupancy laws state that as a guest of the resort, when you are notified to vacate and if you do not quit and deliver up peaceful possession of the premises you now hold, the RV Resort can legally tow and impound the RV. If you do not vacate the Cabin on date and time of checkout, Management will be authorized to empty out the cabin at 12:00 pm of checkout date to allow time to clean for the next reservation.

**LICENSEE OF OWNER** - RV Site user/ Cabin guest acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

**INSPECTIONS:** Lake Falling Star RV Resort inspects each RV site and Cabin upon departure. Although we do not expect damages or theft, it sometimes occurs. We know there will not be any, but if damages (other than ordinary wear and tear) are found, any cleaning, and /or trash removal deemed excessive by the property owner, or the cleaning service, price is assessed and charged to the RV site user or Cabin guests credit card on file or deducted from the deposit.

**INCLEMENT WEATHER:** During the cold spells, Please wrap your water lines to help prevent water hose breakages and loss of water to your RV site.

**GUESTS:** RV Site User and Cabin Guest is responsible for their own proper conduct and that of all visiting guests, including the responsibility for understanding and observing all policies and rules. All visiting guests must sign in at the office before going to RV site or Cabin. We have "NO TRESPASSING" signs on the property and at the entrance of the gate.

**SAFETY:** Safety and security is the sole responsibility of the RV site users and Cabin guests. Lake Falling Star LTD and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns assumes no responsibility or liability for the safety or security, or for injury caused by other persons. RV site users and cabin guests must immediately notify Lake Falling Star RV Resort at 512-398-7827, for any unsafe or security issues. RV site users and cabin guests shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in eviction without refund.

**INSURANCE:** RV Site users and cabin guests acknowledge that Lake Falling Star LTD insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Lake Falling Star LTD and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns be held liable for such losses. RV site users are hereby advised to obtain their own insurance policy to cover any personal losses.

**ACTS OF GOD:** Guest (s) acknowledges and understands that Lake Falling Star LTD and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUNDS will be offered.

**Legally Binding / Attorney fees / Indemnification and Hold harmless**

RV site users and Cabin Guests agree to abide by this agreement and understand that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas Law. RV Site user and Cabin Guests shall be responsible for attorney fees and costs of owner and /or owner's agent incurred arising out of any breach of this agreement by RV Site User, RV Site User's Guests and /or Cabin guests. RV Site user and Cabin Guests agrees to indemnify and hold harmless LakeFalling Star LTD and their owners, employees, agents, members,, partners, officers, directors, representatives, successors or assigns from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out of the acts or omissions of RV Site user, RV Site user's Guests and / or Cabin Guests.

**Resort Decorum:**

**Common Areas:** All persons are expected to maintain the Common Area facilities in a clean, neat and orderly manner. Use of the Common Areas is a privilege. The privilege is subject to revocation if misused or abused.

**Smoking:** Smoking is not permitted in any Lake Falling Star LTD buildings, Cabins . All cigarette butts shall be completely extinguished and discarded respectfully.

**Disorderly Behavior:** Abusive or threatening behavior, excessive foul language, malicious gossip, and defacing or vandalizing resort property is not allowed. Participation in any of the aforementioned activities may cause revocation of resort privileges.

**General:**

**Rents and Charges:** Monthly RV Site Users and Overnighters shall pay rent to Lake Falling Star RV Resort for a RV site, Electricity, plus applicable taxes, in advance, on or before the 1st day of occupancy of the RV space. Site Fees and Cabin Charges shall be payable in lawful money of the United States to Lake Falling Star RV Resort at the office.

A. In the event, Rv Site user fails to make full payment towards site fees, utility charge or other fees by 5pm on the due date, then RV Site user or Overnighter shall incur a late charge in the amount of \$25 first day, \$10 for the second and third day. If full payment is not paid by the third day by 5:00pm, RV Site users electricity will be turned off, you will be notified to vacate. If you do not quit and deliver up peaceful possession of the premises you now hold, the RV Resort can legally tow and impound your RV

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**Monthly RV Site Exit Notice:** Required 30 days written notice before you leave Lake Falling Star RV Resort.

**Guests:** Guests and Visitors must register their vehicles at the Office. There may be an additional charge for Guests and those persons who use Resort facilities.

**Owners of Cabins** on Lake Falling Star RV Resort Property and there guests shall adhere to the same rules and regulations as posted herein.

**Delivery Services:** Deliveries made to RV Site users, Overnigheters, Guests and Visitors shall not be received or accepted by Resort Management. Resort Management does not accept responsibility for refused items. All Deliveries must be made directly to the RV site of the recipient if it does not have a site # on the address it will be returned to sender NO EXCEPTIONS. When guest leave the property we will not forward mail to you, we are not a mail service

**Posted Rules:** Special rules posted in specific areas of the Campground are incorporated in , and are made a part of , these Rules and Regulations and are to be followed and adhered to as such.

**Emergencies:** Dial 911 and notify Management (512) 398-7827 for all fire, police and medical emergencies.

**Solicitation:** Soliciting any kind is strictly prohibited within Lake Falling Star Rv Resort Exceptions may be granted by Resort Management.

**RV Site users Vehicles:**

**Approved:** All RV Site User Vehicles must be approved before being placed in the resort. All Vehicles are subject to inspection and are accepted on the basis of length, age, appearance and condition. Vehicles over ten (10) years in age will not be accepted unless an exemption from the Resort Management is obtained based on the overall appearance of the Vehicle. Only One or Two vehicles per site is permitted. One vehicle must be parked at each site and not in the overflow parking.

Recreational Vehicle. A Recreational Vehicles shall:

- A. Be self-contained and equipped with an approved sewer trap and vent;
- B. Have suitable utility connections (including a screw-type sewer adapter and hose) for external hook-up;
- C. Meet all federal, state, county and city requirements and RV codes.

**Prohibited Vehicles:**

- A. CONVERTED SCHOOL BUSES OR TRUCKS;
- B. Vehicles in need of mechanical repairs (e.g. oil leaks, excessive exhaust, etc.);
- C. Pickup camper not secured to the bed of a pickup;
- D. Any other vehicle, which in the opinion of the Resort Management detracts from the intent, purpose or general appearance of the Resort.

**Hook-ups.** All hook-ups shall be properly made to the receptacles provided on each site in accordance with regulations or manufacture's specifications.

**Prohibited Lines and Ropes.** Connecting of lines, clotheslines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes are prohibited.

**Wheel Covers.** Wheel covers used on Recreational Vehicles must be aesthetically pleasing and are subject to approval by Resort Management.

**Prohibited Uses.** It is prohibited to:

- A. Drive or park any vehicle on on the grass (Buried utility facilities could be damaged, and sprinkler heads). Drive your vehicle through any unused site.
- B. Do not park your vehicle in another RV site or you will be charged for the site.

**Damages:** Any damages to common areas and facilities, landscaping, utility facilities or connections caused by a RV Site user, Overnighter, Guest or Visitor shall be the financial responsibility of the RV Site User or Overnighter.

**Transportation Vehicles and Parking**

**Passenger Cars:** Only passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. One vehicle must be parked at each site and not in the overflow parking, (some of the premium sites allow for 2 vehicles to be parked at the site). No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. Conversion Vans and truck-mounted Campers, not used as a residence, are considered passenger vehicles. If these vehicles are the only means of Transportation of the RV Site User, approval to park on the RV space must be obtained from Resort Management.

**Overflow Parking:** Is only used for your second vehicle or for visitors.

**Guest Parking:** The preferred location is at the RV site or Cabin the guest is visiting. If this is not possible or practical, Guest will need to park in overflow parking.

**Prohibited Vehicles:** Vehicles prohibited from being parked or stored on any lot RV space, cabin or overflow parking include:

- A. Cargo, utility and golf cart trailers;
- B. Boats and boat trailers;
- C. Car dollies
- D. Any vehicle that detracts from the intent, purpose or general appearance of the Resort.

**Vehicles and Traffic:**

**Speed Limit:** A speed limit of **five (5) miles per hour** on all roads inside the resort. The speed limit is set purposely low to insure the safety of all persons in the Resort.

**Right-of-Way:** Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. the following right-of-way rules apply in the Resort;

- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
- B. Bicycle operators shall yield the right of way to pedestrians.
- C. All motor vehicles, golf carts and bicycles must use the right side of the roads. **NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ONE MUST YIELD TO ANOTHER. ALWAYS PROCEED WITH CAUTION , OBEY ALL SPEED LIMITS AND TRAFFIC CONTROL SIGNS.**

**Repairs:** Repairing vehicles on RV spaces, roads, driveways or common areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, no repairs may be made on site. **NO HOSE WASHING OF VEHICLES IS PERMITTED.**

**Motorcycles/off-road vehicles:** Motorcycles are to be parked in RV Site not on the concrete patio. ATV's, four-wheelers, go-carts, dirt bikes, uninsured golf carts etc. are NOT permitted on the property except for maintenance employees of the resort, used in the duties of their resort jobs. Any party breaking this rule is reason for eviction without reimbursement of rents and deposits.

**Architectural Modifications:** Owner owned sites and Cottage homes or Cabins have to procure Resort Management approval before making any changes or additions to your space or outside your Cabins. Any permanent modification to a space or cabin (structural or landscaping) must have prior written approval from Resort Management before beginning the project. Approved structures or landscaping from management may have a monthly charge depending on the structure. This will be documented with the written approval from the Resort Management.

**Covered Parking:** Permanent or temporary shade structures for parking are prohibited.

**Pets: Monthly RV renters pet fees apply. Pet Limit:** dogs and cats are permitted, but limited to no more than three (3) pets per RV site. If you are a pet owner and own a cabin on the resort property you are also limited to three (3) pets. No pets allowed If you are renting a cabin from the Resort (exception is a registered service animal).

**Excluded Pets:** Breeds not allowed at Lake Falling Star RV Resort are, Pit Bulls, Dobermans, and pets that present a danger or a nuisance to other people or pets .

**Droppings:** All "droppings" must be picked up and properly disposed of by the pet owner in the owner's garbage or the Resort dumpsters.

**Pet Control:** Pets shall be on leashes (electronic collars are acceptable leashes) at all times except down by the water you can remove the leash and let the dogs run and swim in the water, as long as they are non aggressive towards other dogs. Pets are not allowed in any common building or common areas. Pets must never be left unattended in the Resort (including the RV site users Vehicle, Rv site or Cabins) for any length of time. If a pet is tethered on the RV site, it must be tethered on the space so as to be unable to reach the boundary line of the space.

**Owner Responsibility:** Lake Falling Star RV Resort will be Hold Harmless from any and all claims, lawsuits, demands, causes of action liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), any acts on the part of the pet. You the owner of the pet are responsible for any actions caused by your pet. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets. Monthly RV Site rentals with pets will pay a monthly rental for their pets.

**Pet Pens:** No pet pens, permanent, portable, temporary, travel-type cages, or doghouses are permitted on the exterior of any RV Site or Cabin unless approved by Resort Management.

**Lake Rules: No Swimming allowed in the Lake. Fishing; Catch and Release Only Risk:** All persons utilizing the lake, "use at your own Risk" If it rains and the water is over the bridges to the docks do not cross to the docks! Lake Falling Star Rv Resort is not responsible for any accidents occurred at the water on the water or on the docks or bridges of Tenney Lake. Rv site users, Cabin guests and Overnighers are responsible for their Guests and Visitors at all times.

**Pool:** Obey all rules posted at the entrance of the pool. No running, obnoxious, or offensive behavior tolerated. Must have proper swimwear. **No lifeguard on duty!**

**Mail:** Lake Falling Star LTD (Lake Falling Star RV Resort) mailing address is a registered address and the address should not be used by another company. Per Lake Falling Star Rv Resort Rules, (The Operation of a business on the RV Site or on the Property is Prohibited, especially using Lake Falling Star Rv Resort address under another company name). Lake Falling Star Rv Resort will not deliver company mail and the mail will be returned back to the mail service (NOT AT THIS LOCATION, WRONG ADDRESS). However we will accept letters under your name as long as it is registered with us under the site service agreement. (Your Name, @ Lake Falling Star Rv Resort, Site#) (7355 FM 713, Dale, TX 78616)

**RV Space Maintenance:** Maintenance of the RV space and Recreational Vehicles, including all improvements and appurtenances, are the responsibility of the RV site user.

**Privacy:** Please respect your neighbor's right to privacy by using the streets, driveways and designated paths when walking through the Campground, rather than crossing through a neighbor's RV space.

**Storage:** Patio, decks and the un-skirted space under the Recreational Vehicle are not to be used for storage as this detracts from the appearance of the Resort. Storing flammable liquids in or around the Recreational Vehicle is not allowed.

**Signs:** Signs on individual RV Spaces are prohibited with the exception of the RV Site User name and space #. Bulletin board located in the Laundry room allows you to place a 3 X 5 index card advertising items For Sale. You are not allowed to advertise items for sale and have non registered guests enter the resort. If you are selling something on Craigslist or something similar you will need to meet them off property, NO EXCEPTIONS!

**Exterior Speakers:** No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within the resort.

**Clotheslines:** No clotheslines are permitted on any space or the exterior of the RV. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Recreational Vehicle.

**Washing Machines :** Clothes washing machines in Recreational Vehicle and Appurtenances are not permitted due to restrictions and septic system limitations unless prior approval and additional fee is obtained.

**Garbage Disposals/Dishwashers:** The operation of garbage disposals and dishwashers in not permitted due to the septic system.

**Window Screening Materials:** No aluminum foil, bed sheets, cardboard, tarpaulins, newspaper, blankets or other covering negatively affecting the exterior appearance of any RV shall be permitted.

**Contractor Insurance.** Off-Site vendors doing business within the Resort are required to have a certificate of proof of liability insurance and Worker's Comp Insurance. Anyone not in compliance shall be prohibited from entering the Resort. It is the responsibility of the Rv Site user to ensure compliance before scheduling an appointment.

**Lighting:** No spotlights, floodlights, or high intensity lighting may be installed on any RV Space.

**Nuisance:** No person may pursue any business, hobby or other activity within the Resort, which may in any way create a nuisance or cause a disturbance to others that will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective RV space (s). A person's activity may not in any way be harmful, dangerous or usage to the health, safety or welfare of any person or property within the Resort as determined by the Resort Management.

**Campfires:** No campfires are allowed. Grills are allowed only in designated areas and in approved containers. Approval is subject to governmental burn restrictions. Exposed woodpiles are prohibited. Burn material may not be stored in an open area on any RV space. Trenching or digging of holes is not allowed at any time.

**Litter/Waste:** RV site users and Overnighers must maintain their sites litter-free, including cigarette butts. Please bag and tie all garbage and trash before placing it in the dumpsters located in front of the Resort. PLEASE BREAK DOWN ALL BOXES BEFORE PLACING IN DUMPSTER, REGARDLESS OF SIZE.

**Utilities:** Resort Management requests the cooperation of all RV Site Users in the conservation of water and electricity. All sewage service is handled through septic systems. Absolutely no chemicals, hazardous products, or foreign objects (such as, feminine sanitary products) may be poured down the drains or flushed down the toilets.

**Barbecues:** Caution must be taken to protect tables and grass from damage. Do not place barbecue grills on picnic tables. Spent charcoal ashes (properly cooled) must be disposed of in the trash dumpsters located in front of the Resort.

**Fencing:** No temporary or permanent fencing of any kind shall be permitted, Unless authorized by Resort.

**Enforcement:**

The Resort shall have the right to enforce any current rule or regulation as listed and/or posted. any action undertaken to enforce, shall be in accordance with the following procedures:

- A. Direct verbal communication or a written notice hand delivered to the RV Site user, cabin guest or Overnighter from the Resort Management. Said notice shall contain the violation and the course of action requested in order to correct the violation. This step shall not be a required step, it may be used as a courtesy to the RV Site user, cabin guest or Overnighter.
- B. In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written) mentioned above, or if Resort management elects to forgo issuance of a courtesy notice; a Non Compliance Notice will be hand delivered to the RV Site user, cabin guest or Overnighter indicating the time frame required for compliance and the date of termination of RV Site or cabin if the violation is not corrected, in accordance with Texas statutes.

**I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit.**

Guest Signature \_\_\_\_\_

Guest Signature \_\_\_\_\_

Initials \_\_\_\_\_

5

**Legally Binding/ Attorney fees/ Indemnification and Hold harmless**

RV Site user and Cabin guest agrees to abide by this agreement and understands that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas law. RV site user and Cabin guests shall be responsible for attorney fees and costs of owner and /or owner’s agent incurred and arising out of any breach of this agreement by, RV site user, RV site user visitors/guests and Cabin guests agree to indemnify and hold harmless the owner, owners agents, owners employee’s owner’s managers, and owner’s agent’s employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of Rv Site user, Rv Site users visitor / guests and Cabin guests.

**I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit.**

We are pleased to have you as our guest. We hope you have an enjoyable and relaxing experience while at Lake Falling Star Rv Resort.

Guest Signature \_\_\_\_\_

Guest Signature \_\_\_\_\_