

**SHARED RULES AND REGULATIONS
OF
“LOST VALLEY LAKE RESORT CLUB, INC.”**

Nature can provide a healthy, restful, and enjoyable distraction from the day to day problems of our lives. Lost Valley Lake Resort is your resort and can provide nature at its best. We ask that you follow a principle code of all serious lovers of the outdoors: “Take pictures and memories...leave only footprints.” If this code is followed, nature will continue to provide enjoyment for you as well as others.

The Board of Directors

WELCOME TO THE CLUB

Your club was formed for your use and enjoyment. The Club is operated by the ownership of Lost Valley Lake Resort. The cost of operating the Club is shared among all owners through the collection of annual dues. Each owner can contribute greatly to holding down expenses and annual dues by discouraging vandalism, uncleanliness, and misuse of the Club property. As a Club owner, you need to be familiar with these rules.

CAMPSITE RESERVATIONS

An owner may request a site reservation to ensure its availability. Reservations are strongly suggested but not required and reservations will be accepted year-round. To make a reservation, call the resort reservation office; 1-800-865-2100. The reservationist will confirm a site reservation on an availability basis only. The hours of operation for reservations are published in the annual calendar. Each owner may have a maximum of two (2) reservations on the books at any one time. An owner may only stay twenty-one (21) consecutive days in a 30-day period. After twenty-one (21) days, the owner must be off property for a minimum of nine (9) days before returning. If an owner has two or more ownerships, they must move to another site in order to continue their stay. An owner can reserve one campsite for up to twenty-one (21) consecutive days but **cannot leave the camper or tent unattended on a site for more than forty-eight (48) hours. Unattended sites will result in a fine of \$15 per night per unit/site.** All reservations may be cancelled by giving forty-eight (48) hours' notice. By giving notice, you may afford another owner the opportunity to use the facility. Failure of notice and/or not checking into a reservation will result in a charge of \$15 for sites per reservation plus applicable spot fees. All reservations must be cancelled with the Reservation's Office.

RESERVATIONS AFTER HOURS

If arrival is after hours and the owner has already made reservations, they may proceed to their reserved location once they have registered with security. If the late arrival has made no prior arrangements, they will be given a site/unit designated as an overnight spare. The owner must report to the reservation office the following morning by 11:00 A.M. to retain this spot or be moved to another. Pending availability. The owner without reservations may or may not be allowed to retain

that site depending on the reservation status of that unit/site.

R.V., VILLA, AND CONDOMINIUM RESERVATIONS

Major Holidays – Every level of ownership may have one and only one reservation on the books. There is a three-night minimum on the three major holiday weekends: (Memorial Day, Fourth of July, and Labor Day). In order to book a one (1) or two (2) night reservation, you must call 24 hours prior to check-in. For additional reservations you must call the day before your check-in date to book. Pending availability. No coupons or vouchers may be used, and executive free weeks may not be split.

High-Volume Dates – (Easter, Halloween, Thanksgiving, Christmas and New Year) No coupons or vouchers may be used, and executive free weeks may not be split. Each ownership is allowed two (2) reservations.

Additional Units - To book more than two (2) reservations, you may call 48 hours prior to checking in to add additional units, based on availability.

Party Requests - Reserving multiple units for an overnight group gathering can be done by submitting a party request form.

All additional accommodations for guests will cost the normal price per night plus an additional \$10 per night, per unit.

Additional units are not available during major holidays or high-volume periods.

Party requests may be submitted over the phone or in person. Please allow two (2) weeks for the request to be approved or denied by management.

A guest list will be required at least one (1) week before check-in date.

All dues and storage fees must be paid in full before the request can be made.

Free Week – Your executive level free week may be split between two (2) stays. A cleaning fee of one (1) night's rental will be applied to the second stay. Free weeks when used on/over holidays and high-volume dates may not be split and will count as one (1) reservation on the books.

When using the full free week (not over a holiday) it will not be counted against the reservation total. It will be considered a "ghost" reservation. You may split your free week between two (2) units at the same time on overlapping dates. The cleaning fee will be applied to the second unit.

Executive free weeks may not be used on the lake house.

Cancellation Policy - All reservations must be cancelled by giving forty-eight (48) hours' notice. Failure of notice and/or not checking into a reservation will result in the charge of one (1) night rental fee for that unit. All reservations must be cancelled with the reservation office.

REGISTRATION

All owners and their guests will be required to register with their owner card before entering the Resort.

SITE AND RENTAL CHECK-INS AND CHECK-OUTS

The check-in time for all rental accommodations is 3:00 P.M. Check-out time is 11:00 A.M.. It is the responsibility of owner to leave all sites and rental accommodations in the state in which they were prior to occupancy. **LEAVE IT CLEAN.** When leaving the Resort, please check out with the Reservations Office and leave your registration cards and keys with them.

ASSOCIATE OWNER RESERVATIONS

Associate owners 21 years of age or older may use their parent's ownership without the owner in attendance **provided their names are on the usage form and they have purchased an annual associate card.** For overnight usage, a reservation must be made by the owner or by the associate designated to set reservations on the official, signed associate form.

ANIMAL UNITS

The price of a pet unit **with a pet** will be ten dollars (\$10.00) additional per night, per unit. A copy of the updated shot records will be required at check-in for each animal present on the resort and will be kept in the owner's file. The maximum number of pets in a unit shall not exceed two (2). The fine for bringing a pet in to a no-pet unit will be one hundred dollars (\$100.00).

***NO REFUNDS OR CREDITS FOR EARLY DEPARTURES**

OWNERSHIP USAGE RESTRICTIONS

The owners may use the Resort at any time, subject to the Shared Rules, Bylaws, and Declaration of Restrictions provided in the ownership package. The extent and conditions of use shall be determined by this contractual agreement which shall designate and define the ownership classification. Resort policy for all owners whom become delinquent on their contractual agreement (loan or maintenance fees') is as follows:

- Payment in full on the annual maintenance fee in a timely manner and loan current, no restrictions will apply
- Payment arrangements with the Financial Services Department on past due loan / maintenance fee may receive thirty days of restricted usage, no major holidays/high volume, until the balance is paid in full
- No payment arrangements on past due maintenance fees for loan payments will result in suspended usage with collections to follow.
- Maintenance Fees must be paid in full, loan payments current and RV storage payments must current for Holiday/High Volume (Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas/New Year's Week) usage and for any overnight, day or room rental party request.

Owner's rights will be restricted / suspended if the contractual agreement is in default. Default may result in collections and fee's payable by the owner.

OWNERSHIP TRANSFERABILITY

See resale contract or contact the Sales Department at 1-800-489-2100, for more information on transferring ownership.

NO PERMANENT OCCUPANCY

Owners and their guests cannot occupy the Resort's facilities for a period exceeding twenty-one (21) consecutive days in a thirty (30) day period or exceeding twenty-one (21) days at any one accommodation. No owner (unless an employee of the Resort) shall use the Resort as a principal place of residence, permanent mailing address, or voting address. *For Riata Ranch Occupancy see pg. 10.

USE OF THE RESORT BY ITS OWNERS

1. Each owner who has acquired Undivided Interest rights to the Club shall have no exclusive right to occupy any specific location within the Resort or Club property. Each owner, associate owner and/or guest while at the Resort may occupy one (1) site for his recreational use which will have been assigned to him at registration. An owner or his guests shall not occupy more than one site location at any time and only that site which was assigned or previously reserved.

2. While occupying a site, the owner may have one motor R.V. or R.V. trailer and appropriate tow vehicle plus 2 tents and/or screen house for said owner's convenience. Because of limited facility hookups and so that the Resort's utilities should not be overloaded. Number of vehicles per site, tent camping and RV Rentals will vary, depending on the size of site; condos and villas are allowed maximum of 2 vehicles. No parking in the grass or blocking the roads or trash dumpsters.

3. Only tents and recreational vehicles originally manufactured commercially by a company engaged in the manufacturing of camping and recreational vehicles, as defined by the Recreational Vehicle Institute, may be used on the facilities operated by the Club.

4. There shall be no alteration of the property unless expressly requested by the Board of Directors or agents representing the Board of Directors or the Developers. The aforesaid expressly prohibits the cutting of trees and shrubs or otherwise disrupting the natural environment.

5. The discharge of any waste material, solid or liquid, is strictly prohibited and, at the discretion of the Board of Directors carries penalties and/or fines as appropriate. A discharge shall be deemed to include the depositing of any unwanted material, by hand or other conveyance, except into, upon or through proper receptacles, facilities or systems designed and provided by the Club.

6. It shall be the responsibility of all owners to provide for a clean, healthy and safe environment for themselves and all other persons. The Board of Directors may provide for special committees to direct activities needed to provide a clean, healthy and safe environment.

ASSOCIATES

Who qualifies as an associate? The spouse and any unmarried child under the age of twenty-one (21) years of age of a voting member shall automatically be Associate Members of the Club. It is the responsibility of the Owner to submit an associate form to add associates to your ownership. Proof of relationship such as a birth certificate may be required. Upon request by a voting member, other individuals who are related to, live with, or are supported by such voting member may be designated Associate Members at the sole discretion of (1) the developer, during the period in which the Developer continues to offer memberships in the Club, and (2) the Board of Directors thereafter.

GUEST PRIVILEGES

Owners may not have more two (2) guest families (families defined as parents, and unmarried children under the age of twenty-one (21) and living at home) visiting the resort at any one time. The Owner must be present for guests to use the Resort. Prior to the guest arriving at the park, owner must complete a guest registration form. All guests, 18 and older, must have a valid ID (State Drivers License, State Photo ID, and/or pre-approved ID listed on guest registration form) and present this at security gate. If guests are not a family, a guest family is defined as two adults and two children under the age of 18 and unmarried. Married children not living at home, or children 18 years of age or older of the Owner, are considered guests of the Owner. All owners having more than two guest families must complete a party contract form in advance.

Associate owners - Married children and children 18 years of age or older of the owner may use their parent's ownership without the Owner in attendance **provided their names are on the usage form and they have purchased an annual associate card.** For overnight usage, a reservation must be made by the owner. Married children and children 18 years or older do not have the right to guest privileges unless they have purchased an annual associate card.

The "XXXX's" on associate ID's are not valid after the age of 21. The XXXX's ONLY apply to owner's who purchased before 01/24/1985.

OWNERSHIP ID CARDS

No owner will be admitted to the Resort without his ownership ID card. The card is vitally important and should be carried by the owner always while on the Resort. It provides proof of ownership and allows the owner to check out equipment, boats, etc. Should the card be lost, a replacement card will be issued at a fee of ten dollars (\$10.00) each. Remember, each ID card will be issued to a specific owner and any unauthorized use of an owner's card by a guest or nonowner may result in suspending privileges of that owner.

RESPONSIBILITIES OF THE CLUB MEMBER

All facilities of the Club are used by the Club owners and their guests **at their own risk.** The Club and the Developer and its assigns assume no responsibility for injury, damage or loss of property.

ANIMALS

Animals of the usual household variety, i.e., dogs, cats, birds, etc., will be allowed in the Resort, but

under no circumstances are such animals allowed in any public building (except for service dogs by ADA Requirements). * “Service animals are defined as dogs that are individually trained to work or perform tasks for people with disabilities. Examples of such work or task include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as a service animal under the ADA.”

*From the U.S. Department of Justice Civil Rights Division Disability Rights Section – ADA Requirements - Service Animals.

Animals shall be kept on a leash not more than ten (10) feet long and must be attended always. They are not allowed on public beaches. The owner, in consideration of others, is required to clean up after his animal or animals. (Public areas are: Market and Grill, Reservations, Gathering Place, Fort Wilderness Building, Bathhouses, Boathouse, Lake Expo, Lodge and Lodge Patio; Swimming Areas; Pool and Pool Decks; during Events)

Management reserves the right to require owners to remove unruly, loud and ill-mannered animals from the Resort. All owners shall have proper IDs attached to their animal before being allowed in the Resort and must inform the Guard upon registration of the type of animal they have.

The following rules and regulations are for animal owners to follow to help keep people and animals happy.

- You are legally responsible for keeping your animal from hurting people or damaging property.
- At the Resort Managements, sole discretion your animal may be banned from the premises.
- The Resort requires animal owners or keepers to provide “adequate control” over their animals to ensure the animal cannot pose a threat to a person, another animal, or itself; or cause damage to personal property. Pets are not allowed to freely roam. All animals must be on a 10-foot leash always or be restrained while on site.
- Any animal found at large, and any animal considered to be a public nuisance, may be seized and impounded
- All animals must be provided with wholesome food, clean water, shelter, and health care necessary to maintain the animal's good health.
- All dogs, cats, ferrets, and other domestic animals are required to be vaccinated according to boarding procedures by a licensed veterinarian. All animals must be current every year and display their current rabies vaccination tag.
- Proof of Vaccination is required for use of Resort. Proof must be presented upon entrance to the Resort.
- The number of animals in a Lost Valley Lake Resort Rental shall not exceed 2.

- Any animal that frequently barks, howls, whines, or yelps causing fear or annoyance to persons in the immediate area, will be asked to remove the animal(s) immediately.
- Any person having physical control/possession of any animal is responsible for disposing of any fecal matter deposited by that animal. This includes but not limited to the owner's private property, another person's private property, vacant sites, streets, sidewalks, parking lots, common ground areas, and all public park areas.
- The price of an animal unit will be \$10 more per night per unit than non-animal units.

EMPLOYEES

Employees shall not be subject to the discretion or control of the owners of the Club. Employees' duties and responsibilities are vested in the Club and its duly authorized agents only.

MINORS

Minors will not be allowed to consume alcoholic beverages while at the Resort. Children are the responsibility of their parents and violations of rules or misconduct may result in the parents being asked to remove the child from the Resort immediately. Children under 18 years of age cannot be left unattended on the Resort. Owners shall be responsible for vandalism or damage to Club facilities and property caused by their family or guests.

CONDUCT

Conduct of owners and their guests shall be respectful always. Loud and/or rowdy behavior will not be permitted. The use of illegal drugs is strictly forbidden, and the sale and/or the distribution of such may be prosecuted by law as well as result in the immediate termination of the right to use the Resort. The Board of Directors and authorized agents of the Club may request the assistance of outside law enforcement agents to assist in the enforcement of appropriate rules. It shall be the responsibility of authorized Club agents to require violators of Club rules to leave the premises immediately.

CLUB EQUIPMENT

Club equipment must be checked out by authorized owners only, by presenting ID Cards. The owners checking out equipment shall be responsible for its care and treatment and be responsible for the repair or replacement of broken or lost equipment. Equipment must be returned that day to the designated area from which it was borrowed or otherwise designated.

LIABILITY

Liability for the willful and negligent misuse, defacement, or destruction of Club property shall be the responsibility of the owner and/or their guests. The members and/or guests shall be held liable for the

full value thereof.

SPEED LIMIT

Speed limits on all roads are as posted. Please drive carefully and watch for children playing, we love them. If you are caught speeding, you will get 3 warnings, after the third warning, you will get a 30-day suspension.

CURFEW

Curfew requires that all children and teenagers be back at their respective sites/unit by 12:00 Midnight.

QUIET TIME

Quiet time will be from 11:00 P.M. to 8:00 A.M. Owners are requested to be considerate of fellow members during these hours and abstain from noise of any kind that may disturb adjoining sites.

SWIMMING POOL, JACUZZI, SAUNA, AND FITNESS ROOM

Safety in these areas is very important and all rules within the Rules, Bylaws, Declaration of Restrictions and those posted throughout the Resort must be strictly observed.

1. Children under 13 years of age must be accompanied by an adult or parent when using the pool.
2. Children under 16 years of age are not allowed in the Jacuzzis, Saunas or Fitness Room. (Fitness room is locked for control; room may be requested to be unlocked by staff in the Activities Office.)
3. No food, drinks or smoking are allowed in pool, Jacuzzi, Sauna, or Fitness Room.
4. No food or drinks are allowed in pool area except in designated areas (**NO GLASS CONTAINERS**).
5. Hours of operation will be published in the yearly calendar for both pools. Pools will be CLOSED during inclement weather.

DEPARTMENTAL RULES AND REGULATIONS

Due to the scope of activities and amenities offered at your resort; each department has regulations set out to be in the best interest of most owners.

Refer to the respective department for specific Rules and Regulations. All are subject to change.

THE LAKE

The lake is a great Club asset and requires very specific rules for its protection. The following rules must be observed by everyone:

1. Fishing is permitted, but no live minnows may be used for bait or dumping into the lake. This will prevent trash fish from predominating the lake.
2. Pollution of the Lake in any manner can be grounds for expulsion from the resort.
3. Swimming in the Lake is encouraged but should be confined to daylight hours and to those areas designated for swimming.
4. Boating is allowed, but no gas-powered motors will be allowed on the lake except for the purpose of authorized work by Club employees. Electric motors will be allowed, as they discharge no pollutants into the water, are quiet and do not generate high speed that could pose a safety hazard to owners, guest or property. Everyone's cooperation will insure the protection of one of the Club's greatest assets.
5. The Lake will be CLOSED to all water activities during inclement weather.

CAMPFIRES

Campfires are permissible only in fire-rings and must be attended always, it is requested that a bucket of water be kept at the fire-ring to extinguish the fire before leaving it unattended. The management of the Club may prohibit the building of fires at any time that such fires may present a fire hazard.

FIRE CONTROL

Fire Control procedures should be familiar to all owners. In case of fire, sound an alarm by short quick blasts on the horn of an automobile. Get all children and persons not fighting the fire away from the area. Use water hose from adjacent sites to control the fire and notify security immediately.

GARBAGE AND TRASH

Garbage and trash of any kind should be deposited in containers which will be provided by the Resort. Remember, garbage and trash attract bugs, as well as rodents. Trash not properly disposed of can be most unattractive.

BATHHOUSES

Bathhouses are used by everyone, so please help provide for everyone's comfort by keeping them clean. Use the bathhouse as you would a bathroom in your own home. Staff will be assigned to monitor and clean the bathhouses but cannot always be available after each person has used them. If poor condition exists, please report it to any employee and it will be corrected as quickly as possible.

WASTE

Waste from self-contained vehicle storage tanks must be disposed of at the dump stations, pumped into a waste disposal truck, or, if on a non-sewered site, all drainage outlets must be plugged on a R.V. The disposal of waste in an improper manner can result in immediate expulsion from the Resort. **Please note that sanitary napkins, disposable diapers, paper towels, or grease in any form cannot be disposed of through any part of the sewer system. Please dispose of the above items in the trash.**

TREES AND SHRUBS

Trees and shrubs are your greatest living natural resource and should be respected as such. The cutting of these trees and shrubs is prohibited.

THE CAMPSITE

The campsite should be kept clean always and restored to its natural state before leaving. Please be sure to clean the fire-ring and hose down the picnic table

ATTACHMENTS

Attaching any permanent item, structure, or substructure on the grounds or to the trees and shrubs is prohibited.

MOTORBIKES, ETC.

Absolutely no trail bikes, motorcycles, dune or sand buggies, off-road vehicles, or other similar powered vehicles can be operated within the Resort, excluding traveling from campsites to public roads. None of the above-mentioned vehicles is to be used for transportation within the Resort, except for the purpose of authorized work by Club employees or vehicles listed in the Riata Ranch Occupancy Agreement. Motorized handicapped wheelchairs ARE allowed.

PERSONAL PROPERTY

Personal property should be locked, and all keys kept in an inaccessible area. The Club will not be responsible for members' or guest' property which may be lost, stolen, or damaged while visiting the Resort.

WEAPONS

The possession of firearms, BB guns, slingshots, or any other type of weapons on the Resort is not allowed. No fireworks are allowed. It is our intent to provide a safe environment for the enjoyment of all, so please leave these items at home. Violations will result in immediate expulsion from the

Resort.

INTERNET ACCESS

Wi-Fi Hotspots are provided as a benefit of your stay experience. Due to the rural nature of the Resort, signal strength and bandwidth is not guaranteed. The resort may, at its discretion, limit access, filter traffic, and/or delegate connection speeds due to high bandwidth consumption. Certain telephone (VoIP), software updates, audio/video streaming, and other specialty connections may be limited or blocked to provide fair use bandwidth for all connections. Specific device connections may be blocked if it is deemed the data being used circumvents filters, prevents other guests from accessing the internet, or if any illegal activity is detected. The resort also may utilize premium connections for a small usage fee, where available.

BULLETIN BOARDS

Bulletin Boards are provided for general notices, Club business, and specific announcements of the Management. Nothing shall be posted on any of the boards except those items placed there by Club officers, Directors, or employees of the Club, or those that have been approved by a Resort Manager. Any item posted on the bulletin boards cannot be changed or destroyed except by an Officer of the Club, Directors, or employees of the Club.

R.V. STORAGE

Owners may store their R.V. 's or boats inside the storage area for an annual fee. This fee can be paid quarterly, semi-yearly, or yearly.

ADVERTISING

No signs may be posted for: items for sale or campaigning Board of Directors on the resort. RV's and camping items may be posted at the Service Center only.

RIATA RANCH

1. All Riata Ranch Residents must be a Lost Valley Lake Executive Owner and all LVL guidelines apply to Riata Ranch owners while on Lost Valley Lake Resort.
2. Riata Ranch is owned and managed by Mid-America Resort.
3. Riata Ranch residents will have permission to access the Lost Valley Lake Resort property and agree to adhere to the guidelines in the Riata Ranch Occupancy Agreement.
4. Lost Valley Lake owners must be a Riata Ranch Resident or a guest of a resident to access Riata Ranch.

5. Riata Ranch owners must leave the name of their guest(s) at the guardhouse and a number where they can be reached so we may contact them, so they can greet their guest(s) at the main gate of Riata Ranch. The number of overnight guests in one Unit shall be limited to the number of bedrooms in the Unit times two (2). Either the Owner or Associate Owner must be present while guests are on the resort premises. Riata Ranch owners and guest must abide by Lost Valley Lake Resort guest limits while using the Resort.

LOST VALLEY LAKE

Lost Valley Lake is your private Club and its success will depend greatly on the efforts of all its owners. Protect your property and your rights to enjoy your Club.