

ATTACHMENT #1: MERRITT BEACH CAMPGROUND RULES & REGULATIONS

These rules, in general, are an effort to maintain a quiet, clean and safe environment for all tenants.

1. SEASON: Pad Site leases and occupation of RVs are only allowed from April 1st to October 31st. Offseason storage is allowed as of September 14th, 2021. Offseason storage is permitted with a signed lease for the upcoming season and a \$500 deposit received by November 1st. Offseason storage must have all propane removed from the site and all loose items put away in storage.
2. RECREATIONAL VEHICLES: RV units must be in good working order and condition, approval of camper at discretion of owners based on condition and working order. Classes of RV's allowed are Travel Trailers, Toy Haulers, Fifth Wheels, and Class A and C motorhomes. Pop- up campers are not authorized for long term use. RV's not fitting these classes will be considered on a case-by-case basis as approved by Merritt Beach RV Park, LLC ("Owner"). All RV's must be licensed in Cass County if kept on premise for more than 6 months.
3. AUTHORIZED VEHICLES: ATV's, UTV's, and Golf Carts will be allowed. All leasees will be required to carry insurance on their ATV, UTV, Golf Cart, Boat, or any motorized vehicle in addition to their RV they have on the Merritt's Beach property. Lessee must provide a copy of this insurance to Lessor with their signed lease. They must be in good working condition and with lights. **By law of the State of Nebraska, in order to operate a full-size ATV, UTV & Golf Cart operators must be a minimum of 16 years of age.** If you allow any individual to drive your cart and such individual does not meet the requirements stated above your lease privileges will be revoked. All motorized vehicles need to be registered at the park office prior to use. The vehicle must display the park and lot sticker. Helmets are required. No outside ATV's, UTV's or Golf Carts allowed on premises. **ATV's, UTV's, Golf Cart, or any motorized vehicle will NOT be allowed on the beach at any time. ATV's, UTV's, Golf Cart, or any motorized vehicle is prohibited from racing on Beach Road at any time.**
4. SPEED LIMIT: Speed limit in the camping area will be **ten (10) MPH** for all motorized vehicles. For the safety of all residents this will be enforced. Any operation of a motor vehicle must be by a licensed driver, 16 years of age or older with a valid driver's license. Speed limit on Beach Road is **twenty five (25) MPH**.
5. PETS: Tenant or guest pets must be kept on the tenant's leased lot on a leash or in a kennel at all times. If your pet is not on a leash at all times or creates an unsafe or uncomfortable environment for other tenants your pet will have to leave and will not be allowed back into the park (NO EXCEPTIONS). You will receive one (1) notice about this either written or oral, which if not honored; your tenancy will be terminated. Also, pets are not allowed on the beach area and are not allowed to run loose. If pets are kenneled, they must be supervised or have someone responsible for them while on the lot. Barking dogs will not be tolerated. Owner must immediately pick-up pet waste and dispose of properly.
6. VANDALISM/THEFT: Any individual(s), or their guests caught vandalizing or theft of any property will have their lease terminated immediately.
7. BEACHES: No fires on the beach. No glass bottles or glass containers of any kind allowed on the beaches. Please take your belongings with you when you leave the beach area. No motorized boats allowed in the swimming area. No fishing in or around the swimming area while swimmers are present. Swimming is at the risk of the swimmer and at no time will a lifeguard be present. If you are caught dropping off or picking someone up from the swimming area without them coming through the front gate, your lease may be terminated.
8. GUESTS: Each tenant will be allowed up to 10 persons or the number that can be accommodated comfortably on their lot ONLY; WHICHEVER IS LESS. No parking on other tenants' property without their consent. You must be respectful of others and their property. Tenants may set up one tent on their own lot for up to 24 hours and must be approved in writing by the manager prior to arriving. There is only one tent allowed per lot. Under no circumstances will tent camping be allowed long term. If you fail to inform the management, your tenancy may be terminated. Lessee must be present at all times with guests.

9. **QUIET TIMES:** No loud music, noise, or parties will be allowed after (Ten) 10:00 PM on weeknights and (Midnight) 12:00AM on weekends. Quiet hours are from 10PM to 8AM, Sunday to Thursday and 12AM to 8AM Friday and Saturday. Be respectful of everyone around you at all times.
10. **SUPERVISION OF MINORS:** Any persons under the age of eighteen (18) years of age must have a parent or other legal guardian on the lot at all times, no exceptions. Please ensure minors stay off property leased by others and do not enter property of other lessors. Any problems or situations that arise due to non-compliance with this rule may result in lease termination.
11. **LOT MAINTENANCE:** EACH LESSEE IS REQUIRED TO MAINTAIN THE GROUNDS OF THEIR LOT AT MINIMUM TWO (2) TIMES PER MONTH REGARDLESS OF USE. Lots are to be kept reasonably neat and litter free. Trash is to be deposited in the dumpsters provided in the campgrounds. Keep all weeds, grass and other vegetation cut and trimmed on the premises. If Lessee fails to do so, Lessor shall mow the grass, and Lessee will be billed \$25.00 per occurrence. Payment for mowing must be received within seven (7) days from notice date or there will be a late penalty of \$30.00 per occurrence.
12. **DUMPSTER: NO APPLIANCES, TIRES, GRILLS, BLOCKS, WOOD, METAL, BATTERIES, TREE LIMBS, YARD WASTE, TOXIC MATERIALS** or anything other than normal trash are to be placed in the dumpsters. If you are caught dumping any of the above-mentioned items in or around the dumpsters or anywhere else on the grounds you will be charged, and your tenancy may be terminated. If a lot is not kept in a clean and neat manner, you will receive a 48-hour notice to correct. NO DUMPING OF ANY KIND IN ANY PLACE, OTHER THAN IN THE DUMPSTERS. If anyone is caught dumping trees, shrubs, grass, leaves, branches, sanitary waste, or any other item in the commons area you will be billed for the removal of said items and may face lease termination. You will need to dispose of these items accordingly. Cass County Rural Water District (CCRWD) prohibits any irrigation on the lot.
13. **SHEDS:** Each lot will be allowed to have one storage unit/shed. It can be a two-wheel enclosed trailer, or a commercially produced resin shed. Per out county permit, the maximum size is to be 8' x 8'. Every unit/shed must be approved in writing by the park management or you will be asked to remove. Sheds cannot be a permanent fixture, they must be able to be moved at any moment.
14. **FIRES:** Fires will be allowed on each lot in a contained environment, unless notified by park management. Firepits are allowed, but must be approved in writing by the Park Management.
15. **DECKS/PLAYSET/PADS:** 10 x 12 Decks and playsets can be constructed at the leasee's expense and risk. Decks cannot encroach on another pad site or block access of another pad sites ability to access their unit. Must be approved in writing by park management before construction.
16. **TREES:** No trees are to be removed. If there are trees needing to be removed on tenant's lot due to safety, tenant needs to contact the property manager. If tenant wants to plant trees, they need to contact of the property manager for approval prior to planting.
17. **CAMPERS PER LOT:** NO MORE THAN ONE RV UNIT PER LOT will be allowed. No sub-letting will be allowed or allowing someone to park on another tenant's lots.
18. **MULTIPLE OWNED LOTS:** No multiple owned lots will be allowed.
19. **SALE OF A CAMPER OR TRAILER:** Sale of a camper or trailer does not guarantee continuation of lease unless approved by the management prior to sale of said unit. Also, a \$250.00 transfer fee will be applied, and tenant will be responsible for all items on the lot and will dispose of the items in the local landfill at new tenant's expense. No items are to be left in and around the dumpsters or anywhere else on the grounds.
20. **ENTRANCES:** The front gate will be an electronic sliding gate that will be controlled with an access code. Codes may be changed frequently by manager and tenants are responsible to ensure they have the current code. Your lease must be paid in full before you will be issued the gate codes. **THE GATE MUST BE KEPT LOCKED AT ALL TIMES.** You need to be courteous of other tenants. You must meet your party(s) at the gate and escort them to your lot. Individuals are not allowed to come in without you escorting them in. They will need to wait off the road so that other tenants can enter and exit without delay. Individuals caught violating this rule will receive one warning either written or oral. The second occurrence will may result in lease termination. You must also inform your guests of the speed limits and rules prior to their arrival. Remember you are responsible for them while on the lot. We may

terminate your lease if you or your guests create an unsafe or dangerous situation for other tenants, their guests, or our staff.

21. **SWIMMING:** Swim at your own risk! Owner, it's owners, and agents are not responsible for tenant safety while on any lot, or while swimming within the lake; and by executing these rules and regulations each tenant waives its rights as to all or any legal action as against Owner, its partners or owners.
- Swimming is confined to a designated area.
 - Non-swimmers or small children (under the age of 18 years of age) must be accompanied by a competent adult swimmer and must wear a life jacket. These are judgments to be made at tenant's own risk.
 - At no time will there be a lifeguard on duty.
22. **BOAT REGULATIONS:** All State of Nebraska Boat Safety Rules and Regulations apply.
- Additional Merritt's Beach Rules and Regulations apply.
 - Boat licenses need to current.
 - A Merritt's Beach boat sticker is required for all motorized watercraft.
 - Only one electrically motorized boat per lot.
 - Paddle boats, canoes, paddleboards, etc are allowed and do not require a sticker.
 - No-wake, is in effect at all times.
 - No motorized boat within 75 feet of beach area.
 - Motorized Boats operating after dark must comply with state regulations.
 - No airboats, hydroplane, or houseboats permitted on the lake.
 - Final decision regarding boat approval reserved by park management.
 - Watercraft may use the public dock to load and unload. Boats may not be left unattended.
23. **FISHING:**
- All fishing will be done in compliance with the Nebraska State Game and Parks Commission Rules & Regulations, and you must have a current state fishing license.
 - Fishing shall be done by tenant and immediate family members only.
 - Tenant must be present with guests who are fishing in the lake at all times.
 - Do not fish in or around the swimming area. The small lake is open to fishing, and the near the berm is also available for fishing.
24. **ROAD/TRAIL REGULATIONS:**
- Speed limit shall be 10 MPH at all times when on all Merritt Beach property. On Beach Roach the 25 MPH speed limit must be obeyed.
 - All road signs must be obeyed.
 - Failure to obey these rules by you or your guest may jeopardize your lease agreement.
25. **HUNTING:**
- No hunting permitted in the lake area or adjoining property.
 - Firearms are not to be discharged on lake property or on any lot.
26. **SANITARY:** You must contact a pumping service for your holding tanks. Management will need to be notified if you are not using one of the predetermined companies listed in Attachment #2. Chemicals must be used in camping holding tanks. Your holding tanks must be easily accessible by the pumping company. If you fail to provide easy access, you will be advised as to how it can be corrected. Keep all chairs, tables, fire pits, etc. out of the way so that your trailer can be pumped. Anyone releasing their holding tanks on property may have their lease terminated.
27. **FIREWORKS:** **Fireworks are only to be used in accordance to Nebraska Law.** Any person or persons using illegal fireworks will be reported to the authorities. Also, fireworks will not be shot during our established quiet times. Violations of this rule will constitute possible lease termination. You must be considerate of other tenants.



Merritt's Beach, LLC, its owners, and agents are not responsible for tenant safety while on any lot, while swimming, at or around the playgrounds, or while operating motorized vehicles within the property; and by executing these rules and regulations each tenant waives its rights as to all or any legal action as against owner, its partners or agents. **All communications will be in writing to merrittbeachrvpark@gmail.com**

Under no circumstance will there be any exceptions to these rules, and the Owner reserves the right to change any rules for the safety and security of its tenants. If you are caught breaking any of these rules you may be subject to lease termination, and each violation will be addressed at time of occurrence. Also, all lease terminations will result in forfeiture of all payments. NO EXCEPTIONS!

LOT # _____

Tenant _____ Date _____

Tenant _____ Date _____