

**Introduction.** These Rules govern the use of our facilities and preserves by members and guests. The primary intent of these rules is to aid members and guests in obtaining maximum enjoyment from the use of the facilities while at the same time considering the health, safety and general welfare of the members and guests. These rules are subject to change by us in our sole discretion. It is the contractual obligation of members & guests to comply with these rules. Members & guests are expected to have knowledge of these rules. The Preserve Manager and his/her designated staff shall at all times have the authority to enforce these rules. Failure to observe or follow these rules may result in suspension or termination of membership or facility use privileges.

**Definitions.** For purposes of these rules, except as otherwise expressly provided, the following terms shall have the meanings assigned to them below:

“We”, “us” and “our” mean MHC Thousand Trails Limited Partnership (“Thousand Trails”), MHC Leisure Time Limited Partnership (“Leisure Time”), MHC Mid-Atlantic Limited Partnership (“Mid-Atlantic”), MHC NACO Limited Partnership (“NACO”), and MHC Outdoor World Limited Partnership (“Outdoor World”).

“Member” means a family unit consisting of: (a) an unmarried adult or husband and wife (as joint tenants with right of survivorship); and (b) single dependent children of the adult member(s) who are age 23 and under and live at the same residence or attend school away from home. The term “member” does not include the member’s parent(s) and adult children (age 24 and older).

“Guest” means any person other than a member who visits a preserve or accompanies a member to a preserve and is granted temporary access to the preserve.

“Camping vehicle” and/or “recreational vehicle” means any vehicle that comfortably sleeps one or more persons overnight on an extended basis. We recognize motorhomes, travel trailers, folding trailers, pickup campers and conversion vans as camping vehicles and/or recreational vehicles.

“Tent” means a portable shelter of canvas or other fabric which is supported by poles and which does not have a motor and/or is not designed to be pulled as a trailer behind a motor vehicle.

“Day use” means use of a preserve between the hours of 7 a.m. and 11 p.m.

“Preserve” or “preserves” mean the recreational campground resort(s) operated by us for the benefit of our respective members.

## **Rule 1 MEMBER AND GUEST REGISTRATION**

- 1a.** Members and Guests must register upon arrival by presenting a valid Membership Card or a driver's license and reservation number to the Preserve Staff, stating the length of stay and number in the party.
- 1b.** Children under 18 must be accompanied at all times by their parent or guardian while visiting a preserve. These single children will be restricted to two guests per day.
- 1c.** A member or Guest must pre-register all of their expected visitors, whether for day use or overnight visits. All visitors arriving in their own vehicle for day use or for an overnight stay in a member's camping vehicle will be charged the per vehicle or per person (for non-member guests) per day fee (see the fee schedule at the end of these rules). When a guest arrives in the member's vehicle, there is no charge.
- 1d.** For rental units at all preserves, check-in time is 4 p.m. and check-out time is 11 a.m. Quiet hours begin at 11 p. m., so members and guests who arrive after 11 p.m. are asked to occupy their rental unit as quietly as possible, so others are not disturbed. Members and Guests may remain on the preserve after check-out time, but they must vacate the rental unit by check-out time.
- 1e.** For campsites at all preserves, check-in time and check-out time is 12 noon (enforced at high use preserves and as needed at other preserves). Quiet hours begin at 11 p.m., so members and guests who arrive after 11 p.m. will be directed to park their recreational vehicle in an overflow or designated parking area until the next morning when they may move to a campsite after quiet hours are over. Members and guests may remain on the preserve after check-out time, but they must vacate the campsite by check-out time (if required).

## **Rule 2 RESERVATIONS AND STAY LIMITATIONS**

- 2a.** A members' maximum consecutive stay at one preserve is 14 nights (21 nights for Platinum, Platinum Plus and VIP Members, subject to applicable High Use Restrictions). Refer to your membership contract for the restrictions applicable to your membership. In the event of any conflict between the terms of your membership contract and this rule, the terms of your membership contract will control. A member may not use two memberships (whether or not owned by the same member) to circumvent the restrictions applicable to a membership.
- 2b.** Extended use programs are available some preserves, which allow additional nights in a campsite or rental unit. Fees are charged and members must consult the preserve for availability, limitations and costs. To participate in any extended stay program, the member must be in good standing and have been a member for at least one year.
- 2c.** Members and guests may use the preserves for recreational purposes only and may not create a residency at any preserve. Violation of this rule may result in suspension or termination of membership or facility use privileges.
- 2d.** Because reservations are made on a space available basis, not all preserves will be available to members at all times. Camping at certain preserves may be limited due to seasonality. During high use periods,

the preserve staff may assign campsites in the interest of maximizing the preserve's inventory and making sure the campsite size is appropriate for the member's camping vehicle.

**2e.** We reserve the right to implement "High Use Restrictions" at individual preserves. Refer to the Annual Seasonal Preserve Operation Schedule for the listing of preserves where "High Use Restrictions" are currently in effect.

**2f.** Our reservation system allows members to make reservations on the internet or by telephone using our Stars system at no charge. In addition, a member is allowed three agent assisted campsite reservations per year and unlimited reservations for rental units at no charge. If a member chooses to use an agent for more than three campsite reservations per year, the following charges apply:

<u>Number of Reservations</u>	<u>Cost</u>
One	\$ 4.00
Five	\$15.00
Unlimited for one year from date of purchase	\$75.00

**2g. Rental unit cancellation and no show policy**

If a reservation for a rental unit is cancelled by 6 p.m. 7 or more days in advance of the scheduled date of arrival, a cancellation fee will not be assessed.

If a reservation for a rental unit is cancelled less than 7 days in advance of the scheduled date of arrival, the credit card on file will be charged the rental fee for two-nights or three-nights for major holidays.

If a member or guest fails to arrive (a "no show") for a rental unit reservation, the credit card on file will be charged the rental fee for the entire reservation period.

**2h. Campsite cancellation and no show policy**

If a reservation for a campsite is cancelled prior to the scheduled date of arrival, a cancellation fee will not be assessed, with the exception of Outdoor World members that book one year in advance and cancel. They will be assessed the following fees:

<u>Number of Days Cancellation Is Made in Advance of Scheduled Date of Arrival</u>	<u>Cancellation Fee</u>
89 – 60 days	\$10 fee
59 – 30 days	\$30 fee
30 – 0 days (including no shows)	\$50 fee

If a member or guest fails to arrive (a "no show") for a campsite reservation, he/she will be charged a cancellation fee (See the fee schedule at the end of these rules).

**2i.** Campsites will be held until 8 a.m. the day after the scheduled date of arrival, unless the preserve is notified of a late arrival.

**2j.** Members and guests are generally required to rent rental units for a minimum of 2 nights. A one night reservation may be made 7 days before the arrival date and a surcharge will be applied. (See the fee schedule at the end of these rules).

**2k.** Members and guests are required to rent rental units on the major holiday weekends for a minimum of three (3) nights. The major holiday weekends are (Memorial Day, Fourth of July, and Labor Day, and in addition for the Cultus Lake Preserve only, Victoria Day, July 1st and the first Monday in August). A two night or one night reservation may be made 7 days before the arrival date and a surcharge will be applied. (See the fee schedule at the end of these rules).

**2l.** Up to 10 persons may occupy one campsite. The number of persons staying overnight in a rental unit cannot exceed the unit's accommodation limits. If space is available, tents (not to exceed 2) may be used for additional sleeping space on a site with a rental unit.

**2m.** When a member also has a membership in a Reciprocal Network that includes the use of one or more of our preserves, the member may not use the reciprocal membership to access our preserves.

### **Rule 3 GUESTS**

**3a.** A member is responsible for the actions and behavior of his/her guests during their stay. Guests are to be made aware of, and must comply with, these rules.

**3c.** All additional vehicles, whether belonging to a guest or member, will be charged a daily fee. (See the fee schedule at the end of these rules). The fee will be refunded for MEMBER guests who stay less than three hours.

**3d.** Members desiring to bring a party larger than ten (10) persons for day use or requiring more than two guest campsites or rental units must contact the preserve management in advance for arrangements. Preserve Managers are authorized to make exceptions to this rule in appropriate circumstances.

**3e.** Guests of members will be allowed, with the exceptions noted below, to use rental units on a space available basis. Member Guests will be charged the standard member rental rate plus a minimum guest fee of \$10 per night.

### **Rule 4 CAMPSITES**

**4a.** Each member or individual guest is allowed to use one campsite for an overnight stay. Only one camping vehicle and two tents or, if there is no camping vehicle, three tents are permitted per campsite. In addition, each member or guest is allowed up to 2 noncamping vehicles per campsite. The camping vehicle and noncamping vehicles must be parked on the campsite pad. A member or guest must keep all of his/her property and possessions within the confines of the campsite. Additional vehicles may be parked in common parking areas designated by the Preserve Manager. Vehicles may not be parked in unoccupied campsites. All extra vehicles and guest vehicles (those not driven by a member) are subject to a guest vehicle charge. (See the fee schedule at the end of these rules).

**4b.** Members may not use a campsite for day use during high use periods and, instead, must park their vehicle(s) in designated parking areas. All use of a campsite will be considered an overnight use of the preserve

for camper night counts, length of stay restrictions and fees. On going, consecutive day use at a single preserve by a member with a camping vehicle is considered overnight use, rather than day use, and is subject to the use restrictions of the membership. This is specific to members only. Non-members may not use a resort for day use, overnight use only.

**4c.** If a member or guest occupies a campsite where optional services are available, such as 50 amp electrical, the member or guest will be charged for the optional service whether or not the member or guest uses the optional service. (See the fee schedule at the end of these rules).

**4d.** Overnight sleeping is forbidden in buildings or in a non camping vehicle.

**4e.** Members or guests must park their camping vehicle in a campsite designed for recreational vehicles or in an overflow area designated by the Preserve Staff.

**4f.** No Turn Away Policy for Outdoor World – Arrival at any Outdoor World preserve, except Orlando, without a campsite reservation entitles you to an overflow-parking place only. This area may be without utility hook-ups. Overflow sites or parking spaces are not available at any of the Outdoor World Orlando locations. Member contracts only.

**4g.** Camping vehicles must be occupied and attended overnight by the member when using their membership camping nights. Guests are NOT subject to this policy as they pay a retail overnight fee. Any vehicle left overnight without the member present may be removed without notice or liability and placed into storage at the discretion of the Preserve Manager. Unauthorized or unoccupied vehicles will be assessed a nightly fee. (See the fee schedule at the end of these rules). If special circumstances arise that requires a member to be away from his/her camping vehicle overnight, the member must contact the Preserve Manager in advance for approval. Trailers and park model units owned by us are exempt from this rule. Some preserves have “On-Site Storage Programs.” Please check with the Preserve Manager concerning these programs.

**4h.** Members or guests are not allowed to save or reserve campsites for friends or late arrivals. Persons wishing to designate a campsite as occupied while they are off the preserve should contact the Preserve Staff and register the campsite. They will be issued proper authorization and a marker. Some preserves offer specific sites for Group Use bookings. Campsites improperly held or marked will be returned to their “first come, first choice” basis.

**4i.** No Open campfires allowed. Members and guests may use a store bought fire pit with a screened mesh cover. Charcoal barbecues located at campsites may NOT be used for burning wood. The Preserve Manager may prohibit or restrict campfires when hazardous fire conditions exist. Remember, campfires must be extinguished and “dead out” when leaving the campsite or campfire area.

**4j.** Members or guests may not cut the natural vegetation or in any way destroy the beauty of the preserve. Natural or archaeological sites are designated as protected areas and any intentional damage or defacement shall be grounds for cancellation of membership privileges and the pursuit of available legal remedies.

**4k.** Members or guests may not cut firewood on the preserves. Dead fall may be collected from the ground at a preserve with the permission of the Preserve Staff.

**4l.** Self-contained vehicle waste storage tanks must have the outlet plugged, except when a sewer connection is available or when unloading into a dump station.

#### **Rule 5 PRESERVE FACILITIES**

**5a.** Members and guests must observe all signs and obey all special local rules and directives established by us for the smooth operation of the preserve. The Preserve Manager and his/her designated staff have the authority to interpret and enforce these rules.

**5b.** Bulletin boards and other signs have been established at each preserve to help members and guests to be informed of preserve “happenings” and any special operating guidelines or rules established for that particular preserve. Observance by members and guests of these posted announcements or notices is necessary for the smooth operation of the preserve. Members and guests may also post announcements and notices on certain bulletin boards when authorized by the Preserve Staff. All such items must be dated before posting.

**5c.** Areas that are posted for adults only may be used only by individuals who are 18 years of age or older, unless otherwise posted.

#### **Rule 6 MEMBER/GUEST CODE OF CONDUCT**

**6a.** We work together with our members and guests to provide a safe and relaxing environment for family members of all ages. Varied facilities and amenities have been developed at each preserve for the enjoyment of members and guests. In keeping with this family environment, ALL members and guests are **responsible for the actions and behavior of their family members and guests.**

**6b.** The open consumption of alcoholic beverages is discouraged at all family functions/recreation events and in the family areas of preserve facilities. Where permitted, alcoholic beverages must be kept in a concealed container. Under no circumstances will minors, as determined by state and local law, be served or allowed to consume alcoholic beverages on a preserve.

**6c.** For the protection and safety of all individuals, members and guests may not carry outside their vehicle or use any rifle, pistol, air gun, bow and arrow, slingshot, handgun or other form of deadly weapon anywhere on the preserve except for use in company sponsored and supervised events. Members or guests may not hunt on any preserve and all firearms must remain unloaded while on a preserve.

**6d.** We and our members and guests are committed to maintaining the natural beauty of our preserves by keeping them as clean and natural and litter-free as possible. Members and guests are responsible for properly disposing of all garbage, cigarette butts, barbecue ashes, waste debris and any other camping litter. Trash receptacles and ashtrays are conveniently located throughout the preserve for this purpose. Members and guests,

in the spirit of neighborliness and good camping, should conduct a "litter patrol" in their own campsites or use areas prior to departure.

**6e.** Smoking is not allowed in any of our buildings, facilities or rental units.

**6f.** The maintenance of natural beauty and safety considerations dictate that all personal clotheslines, tie downs, and similar potential hazards to other members, guests and employees be confined to the member and guests campsite pad area. These items may not be attached to trees, bushes, standpipes or buildings.

**6g.** Members and guests are expected to show courtesy to each other and to the flora by using designated roads and pathways. For safety reasons, members and guests are expected to use a flashlight during low light conditions or during nighttime hours.

**6h.** Members and guests are prohibited from changing the auto fluids or making major repairs on any vehicle, including without limitation any camping vehicle, tow vehicle, car, golf cart or motorcycle, on any preserve.

**6i.** Washing of dishes, preparing food, etc is NOT allowed in restroom facilities. These actions must be confined to the member or guests campsite pad area.

**6j.** In keeping with the family environment at the preserves, the period between 11:00 p.m. and 7:00 a.m. has been designated as Quiet Time. During these hours, members and guests must refrain from making any loud noises or creating disturbances that might interfere with a fellow member's rest. Music, boisterous activities, bright lights or the operation of generators or other power equipment are included under this guideline. In addition, members and guests are requested not to start or move vehicles or motorcycles during Quiet Time. Children under the age of 18 must be under the direct supervision of a parent or sponsoring adult member during Quiet Time, or they must remain in their own campsite.

**6k.** Any individual who willfully or negligently defaces, injures or destroys any of our property or equipment will be held liable for the full value or replacement cost thereof, whichever is greater. Violations may result in suspension or cancellation of the membership privileges and or expulsion from the property.

**6l.** Any individual who willfully or negligently injures another person or damages the property of another person is responsible for such injuries or damages. The person causing the injury or damage shall give his/her correct name, address, telephone number and insurance information to the injured party.

**6m.** Members and guests who as a result of their presence or actions, create a disturbance or a situation that disturbs their fellow members or the harmony of the preserve, may be instructed to leave a preserve or facility at any time by the Preserve Staff and/or local enforcement authorities. Members may have their membership privileges suspended or terminated for conduct unbecoming a member, for any offense against the best interests of the membership, or for any other good and sufficient cause as determined by us in our sole and absolute discretion. Guests will be required to exit the preserve and not allowed re-entry.

**6n.** We will not tolerate abusive or disruptive behavior whether directed at preserve management, staff or other persons.

#### **Rule 7 MAIL AND PACKAGES**

At most of our preserves we do not have facilities to accommodate the receipt and distribution of member mail. Members or guests planning extended travel away from home should make other arrangements. Contact the preserve directly to inquire if it offers a special mail handling service for a fee of \$2 per item. We are not responsible for lost, stolen or damaged mail sent to a preserve.

#### **Rule 8 VEHICLES**

**8a.** Members or guests must drive all vehicles (including golf carts and scooters, where permitted) 5 M.P.H. unless otherwise posted. This rule also applies to the operation of bicycles and skateboards. For the safety of riders and others, please do not ride your bicycles or skateboards after dark. Helmets (especially for children) are mandatory where regulated by state or local ordinances and are strongly recommended at all locations. Parents, please address this rule with your children.

**8b.** Members and guests are permitted to use their vehicles (passenger cars, pick up trucks, vans, RV's, street licensed motorcycles, mopeds and where permitted golf carts) on the preserves based on the following rules and operating restrictions.

- a. Vehicles must have a valid state registration.
- b. Vehicle must be driven by a licensed driver.
- c. All speed limits, directional signs and state required safety guidelines must be observed.
- d. Vehicle cruising in the preserves is prohibited.

**8c.** Non-street licensed vehicles such as ATVs, dirt bikes, scooters, dune buggies, go carts and snowmobiles may only be used in designated areas and may only be ridden directly to the designated area if the following conditions are met.

1. Vehicle must be driven by a licensed driver.
2. Safety helmets must be worn and lights must be on at all times.
3. Muffler/exhaust system must be in good working condition.

If the conditions listed above are not met, the vehicle must be transported to such areas on its trailer or carrying device. Drivers must obey all rules and ride only on approved paths or within the designated area. Drivers of these vehicles assume all risk of injury to themselves and others.

#### **Rule 9 PETS**

**9a.** Members and guests may bring usual household animals such as dogs and cats to a preserve for overnight camping or day use. Exotic pets are **not** permitted.

**9b.** Pets must be kept on a maximum 10 foot leash at all times and under the control of their owner; or they may be left inside the member or guests camping vehicle. Pets may not be left outside on a campsite unattended. Members and guests should carry proof that their pets have had current vaccinations.

**9c.** Pets are prohibited in preserve buildings and swimming areas or in areas of the preserve where no pet postings are dictated.

**9d.** For the protection of, and in consideration to other members and guests, noisy, vicious or unruly pets are not allowed at a preserve. Members and guests who are unable to control their pets must remove them from the preserve, or the animal may be taken to/by local animal control authorities. The owner of any pet is responsible for any injuries or damages caused by his/her pets. In addition, the owner of any pet that causes injury or damages to another is expected to resolve the issue directly with the injured party. We are not responsible for any injuries or damages caused by pets.

**9e.** Pets will be allowed in certain rental units upon payment of a non-refundable pet fee (see the fee schedule at the end of these rules). Please note that any member or guest wishing to bring a pet and use a rental unit must advise Reservations of this fact when making his/her reservation arrangements. Failure to do so may result in cancellation of the member's or guests reservation at the preserve if a rental unit designated for pet use is not available.

**9f.** Members and guests are responsible for their pets and should "clean up" after them. All pet droppings must be properly disposed of in a trash receptacle. If we incur expenses in excess of any "pet fee" paid by the member, the member will be required to reimburse us for those expenses.

**9g.** Service animals may accompany a disabled person without any proof of disability or certification for the service animal and without payment of any pet fee or other surcharge.

**9h.** Horses or livestock are allowed only in designated areas at a preserve. Most preserves do not have facilities capable of boarding horses or livestock. Call the preserve for specific information.

#### **Rule 10 SOLICITATION POLICY**

**10a.** Members and guests are provided periodic opportunities to sell certain goods or services on the preserves. The Preserve Manager will determine specific times and places, and fees may apply in some cases. There will be no solicitation or selling of goods and or services from a member's campsite or elsewhere on the preserve.

**10b.** As a result of federal and state trade or service mark registrations, we retain all rights to the use of our logos, name styles and other trade or service marks. Merchandising ideas, which include the use of our name or logo, should be forwarded to the corporate office in Chicago..

#### **Rule 11 EMERGENCIES**

**11a.** During periods of extreme fire hazard or weather emergency, special precautions or measures may have to be ordered by the Preserve Staff. In such events, the preserve may be closed or other precautionary measures ordered. All members and guests shall immediately comply with orders to take special precautions or evacuate the preserve.

**11b.** In case of emergency, the Preserve Staff is authorized to move any member or guests camping vehicle, recreational vehicle or other property without notice or liability, to evacuate the preserve, or take any other reasonable action to protect the health and safety of persons or property.

**Rule 12 ASSUMPTION OF RISK**

**12a.** Members and guests understand that use of our facilities and preserves involves a certain degree of risk of loss, injury or damage to person or property, and members and their family and guests assume all risks of loss, injury or damage to person or property resulting from such use. We are not responsible for any injury or damage to the person or property of members or their family or guests resulting from such use of our facilities and preserves.

**12b.** Members and their family and guests agree to indemnify and hold us harmless from all claims, liability, loss and expense (including reasonable attorneys fees) incurred by reason of injury to person or property, or both, of members, or their family or guests arising from the use of our facilities or preserves.