The Shores 5200 Lake Shore Lane LM Warren, LLC

Resident Name

5200 Lake Shore Lane, Lot # 00

Denton, TX 76208

Welcome to The Shores community.

The Shores, LM Warren, LLC, is a privately owned and operated property. It is a residential neighborhood for residents aged 55 and older.

The Community Rules and Regulations ("Rules") help to keep The Shores a beautiful, safe, and long-lasting community for you, our Homeowners. The Rules are written to ensure you always feel at home. Please read the Rules carefully. They are simple and straightforward and are intended to help homeowners when they move in, build something, change something, or need information.

Living at The Shores should be easy. Just remember these three guidelines:

- Keep your lot clean and your home in good repair.
- Respect the rights and privacy of others.
- Pay your rent on time. If you can't, please notify us.

SAFETY

The Shores is a waterfront community. The Shores does not provide a lifeguard or any safety equipment along the lake. Please be careful if you walk near the water.

The property bordered by a brown metal railing belongs to the Army Corp of Engineers. The ACOE does not allow any building, cutting of trees, or dumping, including yard trimmings, on their property.

Rent

Paying your lot rent is easy. At the top of our website, **<u>theshorestx.com</u>**, you will see a selection for Tenant Web Access (TWA). Using this link will allow you to pay your rent or check your balance at any time.

When you completed the Rental Application, you created your login to TWA with your email address and a password. TWA will allow you to enter your preferred payment settings.

Using the TWA automated transfer method is the best way to pay your lot rent. It is free and authorizes payment directly from your bank to The Shores. You can schedule automatic monthly payments or manually authorize a payment each month.

TWA also allows you to pay your lot rent via a credit card. Be aware that credit card payments via TWA are not free. TWA is a third-party payment system and will add a convenience fee at the time of payment if you choose to use a credit card. The Shores does not assess or collect this fee.

The Shores also accepts lot rent payments via check or money order. Please make your check payable to The Shores and mail to:

THE SHORES P.O. Box 270959 Flower Mound, TX 75027

Payment Schedule, Late or Penalty Fees

Lot rent is due on the 1st of the month. Mailed checks must be postmarked before the 6th to avoid being deemed late.

On the 6th of the month, a \$25.00 late fee will be posted to an account when payment has not been received or not paid in full. Resident will receive a 10-Day Cure Notice via mail/email and a text or phone call from the Operations Manager. Late payment can result in a delinquency letter sent to your mortgage company, if applicable.

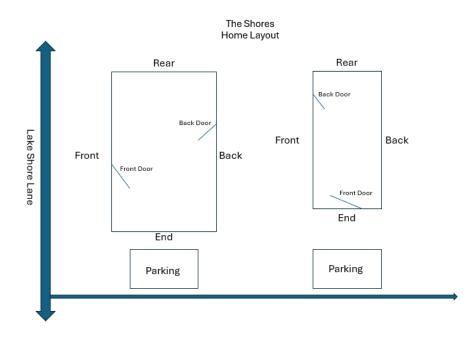
If lot rent is not paid in full, or contact made with the Operations Manager, by the 20th of the month, the eviction process will commence.

A \$25.00 service charge will be assessed on all returned checks or declined payments.

I. Lot

- A. Home lots (spaces) are non-transferable. No resident may rent or sub-let their home. All homes must be owner-occupied.
- B. Only one family may occupy a home.

When referencing your home, the Front refers to the side that is parallel to Lake Shore Lane. The Back is opposite the Front and faces away from Lake Shore Lane. The End refers to the side that faces your assigned parking area. The Rear is the side of your home that faces away from your assigned parking area.



The Shores lots vary in size. In general, the width of your lot extends 5 feet along the Back. This gives you the required fire exit from your home and allows room for maintenance in that part of your home. The Front yard extends to within 5 feet of the home closer to Lake Shore Lane. By focusing extensions to your living space, e.g. decks, patios, porches, to the Front or End of your home, we ensure privacy and separation for all residents.

II. Lot Maintenance

A. Lawns must be kept mowed and edged. Any lawn with tall grass will result in the resident receiving a notice to have it mowed before end of day the following Sunday. If not completed by resident, management will have lawn service performed and charged to your account. The minimum charge is \$30.00; larger lots and added services (trimming) will be charged an additional fee.

- B. All trees are a benefit to the homes at The Shores. Homeowners are responsible for trimming the trees on their lots. The Shores is not responsible for damage caused by falling or low-hanging trees or branches.
- C. All trees are permanent fixtures of The Shores and may not be removed without permission from management. Notify the Community Manager if a tree on your lot is diseased or dead.
- D. Leaf clean-up, branches, and foliage must be bagged for trash pick-up. Leaves or lawn debris may not be disposed of on the Army Corp of Engineers property by the lake.

"It is considered illegal dumping on government owned property and prohibited under Title 36, Part 327.9 (b). Bringing garbage, trash, etc. onto project areas carries a fine of at least \$100."

- E. Burning of leaves, branches, trash, or debris in barrels or bulk is not permitted in The Shores.
- F. Yard must be clear of storage and debris before each night.
- G. No visible trash or storage is allowed outside of the home or shed, including in yard, parking area, or on an external porch or deck.

III. Utilities

Utilities for homes at The Shores can be contracted through standard vendors, except for:

Water - CSWR (Central States Water Resources) supplies water to The Shores and bills directly to you. If you have any questions or problems with water, please contact CSWR directly. You can sign up for auto alerts directly to your phone.

Waste Management – Frontier Waste Management directly bills and provides weekly trash pickup from The Shores. Call them to be added to the schedule.

IV. Trash

- A. All garbage will be placed in the provided container with lid closed.
- B. No restricted items are to be put in the container (paint, vehicle batteries, chemicals, tires, etc.)
- C. Only household trash is accepted.
- D. The container will be kept out of view behind your porch or behind the home.

- E. On trash day, place the container in front of the first home in your row on the edge of Lake Shore Lane. Do not place the container on the grass.
- F. Please check with your waste management company regarding bulk pickup days for leaves, branches, and other large items.

V. Home & Accessories

- A. Permanent stairs and/or deck and professional skirting are to be installed within 30 days of new home delivery.
- B. Home must be kept in good repair. Doors, window screens, and stairs must be in good condition.
- C. Holes in skirting must be repaired. No open crawl spaces allowed under homes or storage sheds.
- D. Only one storage shed (maximum size 12' x 16') is allowed per lot. Storage shed should match your home unless it is a neutral white or beige. Metal storage sheds are not allowed.
- E. If you choose to repaint your home in a different color, please submit an Architectural Request Form for approval of selection.
- F. Windows must have curtains or shades in good condition. No foil or reflective back coverings are allowed in windows.

VI. Outside Improvements

- A. All exterior improvements must be pre-approved by The Shores. This includes, but is not limited to, carport covers, concrete pads, walkways, porches, decks, patios, awnings, shed and planting trees. Anything that is added to the land or extending your home needs to be pre-approved. The Community Manager will provide you an <u>Architectural Change Form</u> to complete and return for approval. Professional blueprint plans are not required. We require a description of the project, complete with the dimensions of new structures and their placement on your lot. If you are unfamiliar with any lot or utility easement requirements, please check with the Community Manager. When your request is approved, the Community Manager will sign, copy, and return your plans. When in doubt, fill out an Architectural Request Form.
- B. All new or replaced carports will be metal in construction. Carports must be flat sloped in style, without rounded or gabled rooflines, and must be anchored securely to the parking pad. Additions to sides must be pre-approved. No storage allowed in carports.
- C. Decks, ramps, stairs, and porches must use treated lumber or composite wood. Front porch size, not including stairs, will be a maximum of 4' x 8'.

Back porch size, not including stairs, can be a maximum of 4' x 8'. Exterior wood structures must be stained or painted.

- D. Concrete additions must be a minimum of 4" concrete thickness using factory mix and steel rebar or mesh. If new addition is being installed next to an existing concrete pad, 3/8" steel dowel bars must be installed. No Quikrete, Sakrete, or similar type of concrete is allowed.
- E. No fences are allowed.
- F. Satellite dish must be mounted to the side or top of your home. No ground installation is permitted. No outside TV antennas are allowed.
- G. Only outdoor patio furniture is allowed outside the home. No exterior freezers, washers, couches, etc. are allowed.

VII. Vehicles

- A. Respect the recommended speed limit of 10 MPH within the community.
- B. Residents are allowed two vehicles per lot. A third vehicle is allowed only if your concrete parking pad is 30' wide.
- C. Resident vehicles must park in provided parking pad on lot. Resident vehicles are not allowed to park on the lawn or at the dead end of any side streets.
- D. No overnight parking in the street. Each side street off Lake Shore Lane provides one or more two-vehicle guest parking pads. For extenuating circumstances, please contact the Community Manager.
- E. Street vehicles must display current license plates.
- F. Inoperable vehicles are not to be stored at The Shores.
- G. Improperly parked or stored vehicles will be towed at owner's expense.
- H. Vehicles must not drip oil on the street or parking pad excessively.
- I. No maintenance on vehicles allowed on parking pads in The Shores.
- J. Motorcycles are prohibited, except for the purpose of entry and exit.
- K. No go-carts or four-wheelers may be driven in the community.
- L. No trailered boats, campers, or RVs may be stored at The Shores.

VIII.Pets

- A. The Shores reserves the right to restrict both the number and types of pets allowed per resident. Currently, only 2 dogs are allowed per property.
- B. No aggressive dog breeds including, but not limited to, Bull Terrier, Cane Corso, Dobermann, Dogo Argentino, Rottweiler, and Chow Chow.
- C. Every pet must be licensed and have recommended vaccines.

- D. Only house pets are allowed.
- E. All dogs are to be on a leash when walking in the community. Denton County Animal Control will be notified when a dog is consistently observed unleashed.
- F. Excrement must be picked up immediately and disposed of properly. Bags are provided at each signpost along Lake Shore Lane.
- G. Dog houses and dog runs are not allowed.
- H. No pet may be tied up outside and/or left unattended.
- I. Pets that cause disturbances, threaten, or annoy neighbors are not allowed to stay at The Shores.

IX. Children & Guests

- A. Visiting children must always be supervised by an adult.
- B. Any person not listed on the Lease is considered a guest. Guests are allowed to stay up to 14 days.
- C. Any guest staying longer than 14 days must be registered with the Community Manager.
- D. Any guest over 18 years old staying one month or longer must be added to the office listing of residents. They must complete an application and pass the required background check.
- E. Guests are entirely the responsibility of their resident host and must comply with the Community Rules and Regulations.

X. Proper Conduct

- A. It is every resident's responsibility to keep The Shores a pleasant, safe, and desirable place to live.
- B. Name calling, finger pointing, and disruptions to normal living conditions will not be tolerated at The Shores.
- C. If your family or friends affect the safety or comfort of others, they will not be welcome at The Shores.
- D. We encourage any resident who feels threatened or believes they or someone else is in danger to immediately call 911.
- E. All US Federal, State, County, and City laws will be enforced.
- F. Unlawful acts will be grounds for eviction from The Shores.
- G. The Shores, LM Warren, LLC as a privately owned and operated entity, reserves the right not to renew any Lease Agreement for inappropriate or unlawful behavior.

XI. Warnings and Violations Process

The Shores management is responsible for maintaining and enforcing the Community Rules and Rules to ensure the safety, enrichment, and home environment of all residents. We follow these steps to ensure that you, the resident, have ample opportunity to address any corrections or changes that we request. All information will be documented in your account. Any consequences for non-compliance, such as penalties, fees, or charges, will be noted in written documents.

- 1. **Verbal notification** We will first contact you in person, via phone, or by email outlining what behavior or home condition requires change or correction.
- 2. **First Warning** If after a given amount of time, no change, or contact with management regarding the change, has occurred we will send you a written notification stating what change is required and why (reason or rule), the deadline for completion, and who to contact if you are unable to do this.
- 3. **Final Warning** If the deadline stipulated in the First Warning is reached and the issue has not been resolved or contact made with management regarding resolution, we will send you a final written warning. This will include the repercussions if the change or request is not completed. Consequences can include, but are not limited to:
 - 1) management hiring someone to complete the changes and billing the resident.
 - 2) notice of non-renewal of lease for other than non-payment of lease/rent (eviction).

XII. Indemnification

Resident hereby agrees to indemnify and hold The Shores, LM Warren, LLC harmless for any injury or death to any person or damage to any property arising out of the use of The Shores by resident, resident's family, agents, employees, guests, or invitees. The Shores shall not be liable to lessee for any families, guests, or invitees.

The Shores, LM Warren, LLC is not responsible for damage, injury, or loss by accident, theft, fire, wind, flood, or act of God, or any other cause whatsoever to either the property or persons of resident or guest.

Resident agrees to pay The Shores for any damages to property belonging to The Shores caused by resident, resident's family, guests, or invitees.

Management will not act as mediator in any disagreements or arguments between residents. If disagreements persist or become overly contentious and there is no clear offender, The Shores management has the right to require all parties involved to leave The Shores.

XIII.Modification of Rules and Regulations

The Shores management reserves the right to add or alter the Community Rules and Regulations, as circumstances require and are necessary for the care and cleanliness of the community or the safety and convenience of all residents. Residents will observe and comply with all such rules. Management's failure to enforce these rules is not considered as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by The Shores Management to ensure the health, safety, welfare, comfort, peace, quiet, and convenience of each resident of the community. Any resident who violates these rules can/will be evicted from The Shores.

Resident acknowledges having read and understood all the stated rules and regulations, and agrees, by signing this statement, to comply with each. Resident is in full agreement with these rules and regulations as being an integral part of the Application of Residency. Resident acknowledges receipt of a copy of these rules and regulations for resident's personal records. Resident acknowledges that violation, infractions, breach of default of these rules and regulations, will be grounds for immediate termination of resident's tenancy and tenant will be evicted from The Shores following all Texas State, City, and Governing County Rules.

Resident's Signature	Lot #	Date
Resident's Signature	Lot #	Date
Resident's orginature		Date
The Shores, LM Warren, LLC Representative	Agent	Date