

AFTER RECORDING, PLEASE RETURN TO:

Oren Ross
851 Sailboat Dr
Corsicana, TX 75109

**EIGHTEENTH SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS FOR
P.O.A. OF THE SHORES, INC**

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

The undersigned, as President of the Board of Directors, for the P.O.A. of The Shores, Inc., for the purpose of complying with Section §202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc.

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the P.O.A. of The Shores, Inc. has caused this Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the Navarro County Clerk's office and serves to supplement that certain Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc., filed on July 9, 2012, and recorded as Document No. 00005843 in the Official Public Records of Navarro County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc., filed on October 10, 2012, and recorded as Document No. 0000901401 in

the Official Public Records of Navarro County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc., filed on November 5, 2012, and recorded as Document No. 00009794 in the Official Public Records of Navarro County, Texas; that certain Certificate and Memorandum of Recording of Dedicatory Instruments for The Shores of Richland Chambers Lake Phase 10, filed on November 19, 2014, and recorded as Document No. 00008163 in the Official Public Records of Navarro County, Texas; and that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc., filed on March 30, 2016, and recorded as Document No. 00002211 in the Official Public Records of Navarro County, Texas; and certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on September 8, 2017, and recorded as Document No. 00006670 in the Official Public Records of Navarro County, Texas; and that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on September 18, 2017, and as recorded as Document No. 00006865 in the Official Public Records of Navarro County, Texas; and that certain Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on October 17, 2018, and as recorded as Document No. 00008557 in the Official Public Records of Navarro County, Texas; and that certain Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on May 28, 2019, and as recorded as Document No. 00004157 in the Official Public Records of Navarro County, Texas; and that certain Eighth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on January 6, 2020, and as recorded as Document No. 00000172 in the Official Public Records of Navarro County, Texas; and that certain Ninth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed

on September 20, 2021, and recorded as Document No. 2021-010221 in the Official Public Records of Navarro County, Texas; and that certain Tenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on April 25, 2022, and recorded as Document No. 2022-004251 in the Official Public Records of Navarro County, Texas; and that certain Eleventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on July 25, 2022, and recorded as Document No. 2022-007808 in the Official Public Records of Navarro County, Texas; and that certain Twelfth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on October 3, 2022, and recorded as Document No. 2022-010520 in the Official Public Records of Navarro County, Texas; and that certain Thirteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on April 3, 2023, and recorded as Document No. 2023-002724 in the Official Public Records of Navarro County, Texas; and that certain Fourteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on July 31, 2023, and recorded as Document No. 2023-007007 in the Official Public Records of Navarro County, Texas; and that certain Fifteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on November 20, 2023, and recorded as Document No. 2023-010971 filed in the Official Public Records of Navarro County, Texas; and that certain Sixteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on December 18, 2023, and recorded as Document No. 2023-011803 filed in the Official Public Records of Navarro County, Texas, and that certain Seventeenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc, filed on

March 4, 2024, and recorded as Document No. 2024-001848 filed in the Official Public Records of Navarro County, Texas.

To the extent allowed by law or the governing documents of the P.O.A. of The Shores, Inc., the dedicatory instrument attached hereto shall serve to replace any other dedicatory instrument previously filed on behalf of the P.O.A. of The Shores, Inc., addressing the same subject matter.

IN WITNESS WHEREOF, the undersigned has executed this certificate as Secretary of The Board of Directors of P.O.A .OF THE SHORES INC., on behalf of the Association to be effective upon recording of this document in the Official Public Records of Navarro County, Texas.

P.O.A. of The Shores, Inc.

By: 

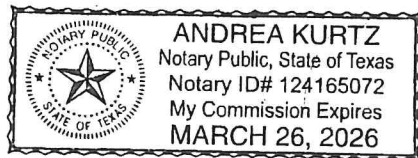
Oren Ross

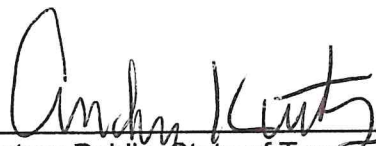
Its: **Secretary
Board of Directors
P.O.A. of The Shores, Inc.**

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

BEFORE ME, the undersigned Notary Public, on this day appeared Oren Ross, Secretary of The Board of Directors, P.O.A. of The Shores, Inc. known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 9th day of November, 2024.




Notary Public, State of Texas

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
POA of The Shores**

Executive Summary

Purpose: The Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A. of The Shores, Inc serves to update policy and provide consolidation of supplements developed by the Board of Directors into a single source document. *NOTE: Supplements 1 & 2 were issued by the developer and are not contained herein.*

Effective Date: This document is effective November 12, 2024. The revised rules are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed or record with the Office of Navarro County Clerk. This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same held on November 9, 2024 and has not been modified, rescinded or revoked.

Superseded Documents: The Twelfth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC., filed October 3, 2022, The Thirteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC., filed April 3, 2023, The Fourteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC., filed July 31, 2023, The Fifteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC., filed November 20, 2023, The Sixteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on December 18, 2023, The Seventeenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, Inc., filed on March 4, 2024, are hereby superseded by this Eighteenth Supplement.

Realignment of Exhibits:

P.O.A. of The Shores, Inc. – Architectural Control Committee Interpretations and Clarifications EXHIBIT A1 Replaces EXHIBIT A1 in Supplement 12

P.O.A. of The Shores, Inc. – Construction Permit Policy EXHIBIT A2 replaces the guidance in Supplement 12 EXHIBIT A2.

P.O.A. of The Shores, Inc. – Vehicle Weight and Load Restriction and Fine Policy EXHIBIT A3 Exhibit A3 replaces Supplement 12 EXHIBIT A3.

P.O.A. of The Shores, Inc. – Contractor Job Site Expectations and Associated Fines EXHIBIT A4 Exhibit A4 replaces Supplement 14 EXHIBITS A1 and A2 – The fines were combined into the one document - no change in guidance.

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
POA of The Shores**

Executive Summary

P.O.A. of The Shores, Inc. – Home Leasing Policy EXHIBIT A5 Replaces the guidance in the 15th Supplemental EXHIBIT A2.

P.O.A. of The Shores, Inc. – Community Private Amenities Use Policy EXHIBIT A6 Replaces the guidance in the 15th Supplement A3.

P.O.A. of The Shores, Inc. – Unimproved Vacant Lot Mowing Program EXHIBIT A7 Replaces Supplement 10.

P.O.A. of The Shores, Inc. – Pool and Clubhouse Rules EXHIBIT A8 Replaces Supplemental 12 EXHIBIT A5.

P.O.A. of The Shores, Inc. –Marina and Boat Ramp Rules EXHIBIT A9 Replaces the guidance in Supplement 12 EXHIBIT A6.

P.O.A. of The Shores, Inc. – Collection of Assessment, Fees, Program Charges and Payment Policy EXHIBIT A10 Replaces Supplemental 12 EXHIBIT A9.

P.O.A. of The Shores, Inc. – Covenant Enforcement, Covenants Committee, and Fine Application Policy EXHIBIT A11 combines and updates information contained in Supplement 12 EXHIBIT A8, Supplement 16 EXHIBIT A, and Supplement 17 EXHIBIT A.

The Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC. POA of The Shores document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
Architectural Control Committee
Interpretations and Clarifications
Exhibit A1

1. **Improvements/Items/Alterations Not Requiring ACC Approval.** The following do not need ACC approval: landscape improvements, hog fences, drip insecticide systems, sod, tree planting except in road easements (see item 9), sprinkler systems, gutter installations, interior remodeling, exterior painting, new roofing, flag poles, Christmas decorations or children's backyard playhouses and swing sets.
2. **Fencing:**
 - a. Most metal fencing is an acceptable alternative to wrought iron and may only be installed with prior written approval.
 - b. In addition to the fencing guidelines included in The Shores governing documents, a water feature enclosure can also be black in color with transparent mesh or clear panels set in metal frames. The enclosure cannot be more than 6' in height and must be designed to not be climbable. (2021 Texas Property Code, 202.022)
 - c. A security fence compliant with 2021 Texas Property Code, 202.023 requires an ACC request.
3. **Storage Buildings/Accessory Buildings/Above-ground Structure:**
 - a. Prefabricated storage buildings may be allowed with the additional requirements that roof color and exterior paint/stain color must be the same as the primary residence. ACC approval is required.
 - b. A request for an accessory building or above-ground structure will be considered if it complies with the additional rule that primary residence construction begins within twelve (12) months of installation of accessory building. ACC approval is required.
 - c. A greenhouse is an improvement and requires ACC approval. Greenhouses must meet the same placement requirements as other accessory buildings.
4. **Boat Houses and Covered Structures Below the 320' Elevation:** TRWD requires that requests for Boat Houses and Covered Structures below the 320' elevation first be processed and approved by The Shores ACC.
5. **Garage Doors:**
 - a. Garage door openings must face side or rear-property line. This requirement is satisfied if all lines drawn perpendicular to all garage door vehicle openings intersect the Side or Rear Property Lines.

* This document shall constitute Rules and Regulations of the ACC as authorized under Article V of the CC&Rs.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
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Exhibit A1

- b. CCRs 3.01 requires that all dwellings must have at least a 2-car garage and no more than a 5-car garage. The number of garages on a property will be determined by the visible garage doors. A door 10' wide or less is one (1) car. A door between 10' and 20' wide is two (2) cars.
6. **Primary Dwelling Roof Pitch:** Primary dwelling roof pitch will be, predominantly, a minimum of 6/12 pitch. This will allow house plans to incorporate a few roof sections, such as front or back porches, at less than a 6/12 pitch and still meet ACC guidelines.
7. **Residential Driveway Culverts:** Culverts are required and must be installed before an ACC approved project can begin. Culverts need ACC approval and may not extend more than fifteen (15) feet beyond the edge of the paved driveway, with a maximum total length of fifty (50) feet per lot.
8. **Boat House Roofs:** All shingled Boat House roofs must have at least a 30-year life. Equivalent metal and tile roofs are permitted. The roof of the structure shall have a maximum of 4/12 pitch.
9. **Planting and Drainage in Road Easement:** Per the recorded plat, the first twenty feet (20') of property adjoining each side of the road is an easement granted in favor of and managed by the Property Owner's Association of The Shores, Inc. by and through the Board of Directors. To preserve the integrity of the road and to prevent drainage issues, trees and shrubs shall not be planted in the road easement. Also, lot owners shall not do anything that impairs the flow of water in any drainage ditch easements.
10. **Driveways:** Products considered Grass Pavers, Turf Pavers, and/or Turf Blocks do not meet the definition of a Concrete Paver and will not be approved for the first one hundred feet (100') of driveway adjoining the road.
11. **Composite Building Sites:** To benefit from a reduced Maintenance Charge on a replatted property, the ACC requires that the owners also obtain ACC approval of a Composite Building Site.
12. **Swimming Pools and Hot Tubs/Spas:** Pools and hot tubs/spas (including self-contained hot tubs/spas) require ACC approval and must be in the side or back yard. Above-ground swimming pools will only be approved for Interior Lots and must be fenced to prevent being viewed from the streets. Weight restrictions for concrete and gunite truck deliveries are shown in the current POA Vehicle Weight and Load Restriction and Fine Policy and permit fees are depicted in the current POA Construction Permit Policy.

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Eighteenth Supplemental Certificate and Memorandum of Recording of
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Architectural Control Committee
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Exhibit A1

13. **Sediment/Erosion Control Management**: The CC&Rs require owners to minimize sediment entering the reservoir during the building of piers, boat houses, retaining walls, or while performing dredging. Minimizing soil erosion into canals, ponds, ditches and onto adjacent properties during any construction activity is equally important. Therefore, the ACC requires that owners ensure silt fencing or other erosion control measures are used during all construction activities, when needed, to minimize sediment erosion to any of the areas listed above.
14. **Definition of Completion of Improvements for Imposition of Maintenance Obligations**: Improvements are deemed complete to trigger maintenance obligations set forth in the CC&Rs upon the occurrence of the following:
- a. As to any tract with an ACC approved above-ground structure, such as a dwelling or accessory building (workshop, shed, garage, greenhouse, or gazebo), improvements are deemed complete when the dwelling or accessory building is completed as determined by the ACC. Although boat houses require ACC approval, the completion of a boat house does not trigger the maintenance obligations.
 - b. ACC approval of a Composite Building Site (CBS) where one of the original tracts in the CBS contains an improvement deemed complete by the ACC.
15. **Signs**: Paragraph 3.12 in the CC&Rs remains in effect with the following clarifications:
- a. A Home builder may advertise by displaying one (1) professionally made sign not larger than 24" by 36" on a tract without ACC written approval with the following conditions:
 - i. The sign is allowed only after the House Plans have been approved by the ACC, but no earlier than 90 days before construction is to be started and no later than 10 days after construction is completed,
 - ii. The sign must be ground-mounted and not placed within twenty-five (25) feet from the front or side property lines, and
 - iii. No other dwelling sub-contractor signs are allowed.
 - b. A Boat House/Pier builder may advertise by displaying one (1) professionally made sign not larger than 24" by 36" on a tract without ACC written approval with the following conditions:

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Architectural Control Committee
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Exhibit A1

- i. The sign is allowed only after the Boat House/Pier plans have been approved by the ACC, but no earlier than 30 days before construction is to be started and no later than 10 days after construction is completed,
 - ii. The sign must be ground-mounted and not within 25 feet of the front or side property lines. Additionally, for waterfront and canal lots only, a second sign may be placed such that it can be seen from the lake or canal.
 - iii. No other sub-contractor signs are allowed.
- c. The requirement for ACC written approval is waived for “Realtor” and “For Sale by Owner” signs on tracts with a completed home under the following conditions.
- i. One (1) “For Sale” sign is allowed at the front of the tract. It must be ground-mounted but may not be placed within 20 feet of the roadway. Additionally, for waterfront and canal lots only, a second “For Sale” sign may be placed such that it can be seen from the lake or canal,
 - ii. All CC&R and I&C requirements have been met,
 - iii. Signs must be professionally made, kept properly maintained, and not larger than 24” by 36”, and
 - iv. Signs advertising a property for sale without a completed home on it are not allowed and will not be approved by the ACC.
- d. Displaying of Political Signs: In accordance with Texas Election Code Section §259.002, property owners are allowed to display on their property one or more signs advertising a political candidate or measure for an election:
- i. on or after the 90th day before the date of the election to which the sign relates; or
 - ii. before the 10th day after that election date.
- The sign(s) must comply with CC&Rs 3.12 regarding size and placement.
- e. Any other signs not addressed in paragraph 3.12 of the CC&Rs, or the above clarifications need ACC written approval prior to posting.

* This document shall constitute Rules and Regulations of the ACC as authorized under Article V of the CC&Rs.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
Architectural Control Committee
Interpretations and Clarifications
Exhibit A1

- f. Any signs not complying with the CC&Rs and this I&C document are subject to removal.
16. **Mailboxes:** Mailboxes shall be placed 18” from the asphalt as measured to the front of the structure. ACC approval is required.
17. **Two-year deadline:** If project construction is not started within two (2) years of the ACC approval date, then the approval is rescinded. Any permit fees are forfeited. A new ACC request must be submitted.
18. **Drainage easements:** Property Owner has a responsibility to protect drainage easements.
19. **Placement of secondary dwelling or accessory building:** No secondary dwelling or accessory building can be constructed closer to the Front Property Line than the front line of the primary dwelling. Detached garages are an exception to this restriction.
20. **Status of approvals when property is sold:** When a property is sold before starting any ACC approved projects, the ACC will consider those approvals void. Any permit fees are forfeited.
21. **Engineer’s foundation plan:** The ACC requires a copy of the engineer’s foundation plan for all primary and secondary dwelling constructions.
22. **Solar Energy Device:** As provided for in Texas Property Code 202.010, the POA of The Shores ACC will enforce the following provisions regarding a solar energy device --
1. A solar energy device is prohibited on POA property.
 2. A solar energy device may be installed:
 - a. On the roof of the home or on the roof of another structure on the same property, or
 - b. In a fenced yard or patio owned and maintained by the property owner.
 3. If mounted on the roof of the home, a solar energy device:
 - a. Cannot extend higher than or beyond the roofline,
 - b. Must conform to the roof slope and top edge is parallel to the roofline, and
 - c. Has a frame, support bracket or visible piping or wiring that is silver, bronze, or black tone, as commonly available in the marketplace.
 4. If located in a fenced yard or patio, the solar energy device is not taller than the fence line.

* This document shall constitute Rules and Regulations of the ACC as authorized under Article V of the CC&Rs.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedictory Instruments for P.O.A of The Shores, INC.
Architectural Control Committee
Interpretations and Clarifications
Exhibit A1

5. The property owner is encouraged to comply with the CCRs 3.16 restriction that the solar energy device is not visible from the street.
6. Prior approval by the Architectural Control Committee is required.

23. **Tree Clearing:** Requests for clearing healthy trees that are at least ten inches in diameter, measured at four feet from the ground, will only be considered with an approved house and/or flatwork plan.

This Architectural Control Committee Interpretations and Clarifications document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.

P.O.A. of The Shores, Inc.
Construction Permit Policy

Exhibit A2

The property owner's association of The Shores POA, INC (the "Association") welcomes and invites Owners and Builders as an important part of this exceptional community. The Association wants to assist you in every way possible, but requires your cooperation, to make your project a success.

The natural environmental, and the time, care and expense invested by the Association and other parties to create the extraordinary amenities in The Shores community are obvious. These are among the factors which attracted you to The Shores community and which will undoubtedly attract future buyers. In addition, existing owners have made major investments in their homes and Lots, which must be recognized and protected. However, these investments may not be so obvious, and may not be similarly respected by your subcontractors, suppliers and employees (your construction team). We therefore issue this Policy in furtherance of the powers afforded the Board of Directors under the Bylaws and as authorized under Article IX Section 9.10 of the Declaration of Covenants, Conditions and Restrictions for The Shores on Richland Chambers lake. This policy is intended for the use and benefit of both current owners and future owners. The fee permitting rule applies both to new construction or any modifications to or on existing Lots.

PROPERTY PRESERVATION

The Board of Directors has considered and deliberated the impact of construction related activities including construction vehicles and equipment, on the infrastructure within The Shores community. The Association has a strong interest in preserving the roads within The Shores community. The Association has incurred increasing costs in repairing roads which were damaged by construction vehicles and equipment. The objective data supports the implementation of a construction fee permit to be charged to any owner seeking to construct or engage in certain construction activities on his or her Lot. In addition to the Declaration's requirements to submit full and complete architectural control plans and specifications, each owner shall submit the following construction permit fee in accordance with the table on the next page. Failure to file a request for a lot improvement with the ACC and work begins prior to ACC approval is a violation. A violation of this rule is a fine of \$500.

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.**

**P.O.A. of The Shores, Inc.
Construction Permit Policy**

Exhibit A2

1.	New Home Construction Permit Fee 6,000 sq ft. or larger (HVAC)	\$10,000
2.	New Home Construction Permit Fee - 3,501 sq. ft. to 5,999 sq ft.(HVAC)	\$6,000
3.	New Home Construction Permit Fee - 2,500 sq. ft. to 3,500 (HVAC)	\$4,000
4.	New Home Construction Permit Fee - Less than 2,500 sq. ft. (HVAC)	\$2,750
5.	Guest House	\$1,000
6.	Renovations that change the footprint of the house	\$1,000
7.	Accessory Building (Shed - concrete truck delivery) 2 trucks or less 3 – 4 Trucks 5 or more trucks	\$250 \$500 \$1000
8.	Accessory Building (Shed – other than concrete floor)	\$100
9..	Retaining Wall (Cost per lineal foot)	\$2.50
10.	Piers/ Boathouses*	\$250/\$500*
11.	Boathouses/Piers with poured concrete flooring	\$750
12.	Sidewalks/flatwork (Involving concrete truck delivery) 3 Trucks or more \$500**	\$250/\$500**
13.	Pools	\$2,000
14.	Hot tubs/spas (using concrete or gunite truck delivery) 3 Trucks or more \$1,000**	\$500/\$1000**
15.	Fence Installation Permit Fee	\$250

NOTE - Sidewalks/flatwork (Involving concrete truck delivery) Charges not applicable if associated with new home construction and presented at time of new home plan submission. Payment of the building permit does not indemnify subcontractors, suppliers and employees (your construction team) from financial responsibility of correcting damages caused by arbitrary actions resulting in unwarranted damages.

The construction permit fee payment shall be made payable to **“P.O.A. OF THE SHORES, INC.”** The fee shall be returned in the event of the ACC’s disapproval of the plans and specifications. The construction permit fee, shall accompany the plans and specifications submitted to the ACC for approval. When a property is sold before starting any approved projects, the ACC will consider those approvals void. Any permit fees are forfeited.

The Construction Permit Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed or record with the Office of Navarro County Clerk.

Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory
Instruments for P.O.A of The Shores, INC.
Vehicle Weight and Load Restriction and Fine Policy
Exhibit A3

In association with the building permit and any other situations wherein heavy loads could cause road damage the following weight and load restrictions apply:

- Maximum 6 cubic yard load for heavy materials, specifically, concrete, gunite, gravel, select fill, stone, sand, topsoil, asphalt, dredged material from lake.
- Maximum 12 cubic yard load for lighter weight materials, specifically, mulch, play chips.
- Maximum 10-pallets, specifically sod, stone, pavers (when stone is sold by the pallet vs. the yard).
- Maximum 12 cubes of brick.
- Maximum 40,000-pound gross vehicle weight on all other materials, e.g., lumber.
- Loads exceeding 40,000 must be transferred to a smaller vehicle / trailer on Spur 294 for delivery inside The Shores.

Moving Vans, concrete pumper trucks and septic tank vehicles are exempted from the Policy

Required: Owners are required to provide notification to the BOD when heavy loads as defined above will be entering the community the day before the delivery is scheduled to begin. Failure to provide notification will result in a fine (see below).

Owners are also responsible for notifying the BOD of when a concrete/gunite pour is scheduled to begin at least 24 hours prior to the scheduled pour for EACH DAY a pour is scheduled. This includes pours rescheduled due to rain or shortage of trucks, etc. Failure to provide notification will result in a fine (see below).

Required: Members are required to provide copies of weight tickets for all concrete/gunite deliveries within 30 days. Failure to provide documentation within 30 days following a concrete delivery will result in a fine (see below).

Fines will be assessed as follows:

- \$250 for failure to notify the BOD the day prior to heavy load deliveries.
- \$250 for failure to notify the BOD 24 hours prior to a concrete/gunite pour.
- \$2,000 per load exceeding weight or load restriction.

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Vehicle Weight and Load Restriction and Fine Policy
Exhibit A3**

\$5,000 per concrete/gunite pour for failure to provide delivery documents within 30-days of concrete/gunite pour completion.

Contractors with multiple load violations shall have escalating fines applied to the member's account. Specifically, each specific violation reoccurring within a 12-month period will have the fine amount increase by the original fine amount for each occurrence: e.g., 3 loads violations within a 12-month period – last violation \$6000.

Levying of fines will be pursuant to Texas Property Code Section 209.006.

Requests to the ACC for approval of site improvements will require the member to acknowledge that they understand and will comply with this policy before approval is granted. Required delivery documents will be submitted to the designated board member identified in the 24-hour pour notification. That board member shall review the documents to ensure compliance with load restriction.

This Vehicle and Load Restriction and Fine Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

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**Eighteenth Supplemental Certificate and Memorandum of Recording
of Dedicatory Instruments for POA of The Shores, Inc.
Architectural Control Committee
Contractor Job Site Expectations and Associated Fines
Exhibit A4**

In an effort to improve communication with the property owners and contractors in our community, the Architectural Control Committee requires that an acknowledgement of this expectations document will be signed and returned to the committee.

The property owner is responsible for payment of any fines assessed.

The committee may deny any future requests involving businesses that have not signed and adhered to the Contractor Job Site Expectations for each project.

1. A show of respect for residents and community property shall be maintained at all times while working in The Shores.
 - a. Contractors shall not trespass on neighboring property without prior approval of property owner.
 - b. Contractors shall not use private driveways as a turn-around for vehicles, trailers, etc. There are 29 intersections or cul-de-sacs throughout the subdivision that should be utilized as turn-around points.

2. Contractors shall comply with all vehicle weight and load limits, and gate access code requirements. The following specific restrictions apply in all cases:
 - Maximum of 6 cubic yard load for heavy materials such as concrete, gunite, gravel, select fill, stone, sand, topsoil, asphalt, or dredged material from the lake.
 - Maximum of 10 pallets of materials such as sod, stone, pavers (when stone is sold by the pallet rather than by the yard.)
 - Maximum of 12 cubes of brick.
 - Maximum of a 40,000 pound gross vehicle weight on all other materials, such as lumber.

3. Service providers are to adhere to all traffic signs and traffic regulations within the community in accordance with CC&R Section 3.27. "For the safety of all property owners, their families, guests, or other visitors, no one shall operate recklessly or exceed a speed limit of twenty-five (25) miles per hour while operating any motor vehicle within the Subdivision. All state and local laws regarding motor vehicle traffic will be enforced." Specific additional care must be taken to comply with all traffic signage including Yield to Pedestrian and Stop signs. **Service providers, including those providing services to homeowners, who frequently display flagrant disregard of and/or have multiple offenses for violating CC&R Section 3.27 will result in the offender being both restricted from "The Shores" subdivision and referred to the Navarro County Sheriff's Department for trespassing.**

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Architectural Control Committee
Contractor Job Site Expectations and Associated Fines
Exhibit A4**

4. Dumpsters are required on job sites and shall be emptied regularly to avoid overflowing and to prevent materials from blowing or falling out.
5. Building sites shall be free of loose trash, construction debris, food containers, water bottles, etc. Properties should be picked up and materials stored in an orderly fashion at the end of each workday.
6. Roadways shall be cleaned or swept regularly and kept free of dirt, mud, gravel, etc. This includes material overages from temporary driveways.
7. Community ditches shall be kept clear at all times. Building materials, fallen trees, pallets, etc. are to be located outside of the drainage ditches and onto the lot proper.
8. Drainage ditches and roadway edges shall be repaired when damaged or gouged by construction equipment/vehicles/trailers, etc.
9. Construction equipment equipped with rubber tracks/wheels is allowed on community roads. Metal tracked equipment must be transported to the building site without contacting the roadway. The use of "softeners" or mats to avoid road damage should be considered.
10. Contractors are liable for road damage associated with their work on properties.
11. Soil/erosion management fences or other control measures are required on all properties during dirt work and construction on waterfront lots.
12. Storing of building and construction materials on roadways is prohibited.
13. Contractor vehicles, trailers, equipment, etc. shall not be parked on the roadways in any way that impedes or obstructs the normal flow of traffic.
14. Prior to starting any job, contractors shall meet with the property owner or contact the ACC to confirm approved project request forms are signed and on file.
 - a. Request forms must be signed by the property owner with initialed acknowledgements. No exceptions.

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- b. Mailbox construction requires prior ACC approval. Mailboxes must be masonry. They shall be placed 18" from the asphalt edge, as measured to the front of the structure.
- 15. Exterior building construction shall be completed within 9 months of the foundation pour.
- 16. The clearing of unimproved lots that create an unsightly condition shall be completed within 6 months from the start of the job.
- 17. Fines for violation of the above policies are as follows:
 - a. Roadways shall be cleaned or swept regularly and kept free of dirt, mud, gravel, etc. This includes material overages from temporary driveways. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.
 - b. Community ditches shall be kept clear at all times. Building materials, fallen trees, pallets, etc. are to be located outside of the drainage ditches and onto the lot proper. Failure to comply allows the association to perform such maintenance required to bring ditch up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence. See (IAW CC&R 3.15)
 - c. Drainage ditches and roadway edges shall be repaired when damaged or gouged by construction equipment/vehicles/trailers, etc. Failure to comply allows the association to perform such maintenance required to bring roadway and or ditch up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence. See (IAW CC&R 3.15)

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- d. Construction equipment equipped with rubber tracks/wheels is allowed on community roads. Metal tracked equipment must be transported to the building site without contacting the roadway. The use of “softeners” or mats to avoid road damage should be considered. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.
- e. Contractors are liable for road damage associated with their work on properties. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.
- f. Soil/erosion management fences or other control measures are required on all properties during dirt work and construction on waterfront lots. Failure to comply allows the association to perform such maintenance required to bring erosion control measures up to standard and the Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation. See (IAW CC&R 3.07 ‘... erosion control...’)
- g. Storing of building and construction materials on roadways is prohibited. Failure to comply allows the association to perform such maintenance required to clear and bring roadways up to standard and the Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation. Storage of materials on roadways violates CC&R 2.13 as it denies non-exclusive easement of use.
- h. Contractor vehicles, trailers, equipment, etc. shall not be parked on the roadways in any way that impedes or obstructs the normal flow of traffic. Contractor and client shall be liable for a \$100 fine per day in violation. Traffic blockage by contractor vehicle(s) storage on streets violates CC&R 2.13 as it denies non-exclusive easement of use. Moreover, the B.O.D. is

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obligated to provide general duties per CC&R 9.01 to "... improve and enhance ... safety..." which blocked traffic would negatively impact.

- i. Prior to starting any job, contractors shall meet with the property owner or contact the ACC to confirm approved project request forms are signed and on file.
 - 1. Request forms must be signed by the property owner with initialed acknowledgements. No exceptions. Application to be denied if non-compliant.
 - 2. Mailbox construction requires prior ACC approval. Mailboxes must be masonry. They shall be placed 18" from the asphalt edge, as measured to the front of the structure. Failure to comply requires property owner to submit a remediation plan to the ACC for consideration and approval within 30 days of notice. Failure to comply allows the association to perform such maintenance required to clear the offending structure and bring roadways up to standard. The Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation beyond the approved remediation date.

- j. Exterior building construction shall be completed within 9 months of the foundation pour. \$1000/\$1000/\$100 – Fines applied are \$1000 for initial violation, \$1000 for violation of new timeline approved by B.O.D, \$100/day for each additional day in violation of either initial timeline and/or new timeline. Fines are cumulative.

- k. The clearing of unimproved lots that create an unsightly condition shall be completed within 6 months from the start of the job. \$50 fine per day (IAW CC&R 3.11 Unsightly articles)

NOTE: This fine policy serves in correlation with published fines in POA of The Shores legal documents.*
Levying of fines will be pursuant to Texas Property Code Section 209.006

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Please complete the information below and return the signature page to the Architectural Control Committee.

Your signature acknowledges that you accept the Contractor Job Site Expectations, as set forth in this document.

The property owner is responsible for payment of any fines assessed.

Return to the ACC of The Shores, 2238 Lakeview Lndg, Corsicana 75109 or via email collette.minter@gmail.com.

If you have any questions or concerns, please contact one of the Committee Members.

Property Owner

Signature _____

Date _____

Business Owner

Signature _____

Business Name _____

Date _____

The Eighteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC. Architectural Control Committee Contractor Job Site Expectations document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedictory Instruments for P.O.A of The Shores, INC.
Home Leasing Policy

Exhibit A5

WHEREAS, Section III, Article 3.01 of the Declaration of Covenants, Conditions and Restrictions for the POA of the Shores, Inc. provides that "..._No building shall be erected, altered, placed or permitted to remain on any Tract other than dwellings to be used for residential purposes. ...", and Article 3.09 provides that ... "No Activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria; (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, (c) nothing dangerous is present and (d) the activity does not constitute a nuisance or annoyance. Nothing herein shall prevent a home office so long as the requirements of (a), (b), (c) and (d) above are met. Further, this restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance."

WHEREAS, The State of Texas Property. Code Section 209.016, Regulation of Residential Leases or Rental Agreements, establishes the information the association may request regarding a lease or rental applicant.

WHEREAS, The Board of Directors for the Association in its discretionary authority and in the best interests of promoting the general well-being and safety of the community has established the POA of The Shores, Inc Home Leasing Policy as follows:

1. **Home Leasing** The leasing of a single-family residence is allowed as long as the lease is for a period of 90 days or greater. Short term rentals (defined as less than 90 days) are not allowed.
2. **Notification to the Association** For security purposes, owners leasing property must notify the Board of Directors in writing with the following information: contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease; and the commencement date and term of the lease. This may be accomplished using the POA website

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Home Leasing Policy

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reform Home Leasing. This must be accomplished prior to lessee occupying the home. Violation of this rule \$250 fine.

3. **Requirement to Inform Lessees of Rules and Regulations** Owners leasing their home are required to provide information to lessees pertaining to community rules and regulations. This may be accomplished using the POA of The Shores website using the Common Area Rules/Regs tab located in the left-hand column.
4. **Lessees Access to Community Website and Private Amenities** Those lessees identified by the owner will be allowed to register for access to the community website. Additionally, lessees will be permitted to purchase security gate entrance RIFD tags and Clubhouse key cards. NOTE: These privileges will end upon termination of the lease. The RIFD tags and key cards purchased by lessee will be deactivated and their access to the POA of The Shores website revoked.
5. **Termination of Lease** Owners are required to notify the Board of Directors if there is an extension or early termination of the lease.
6. **Failure to Make Notification of Lease by Owner** Owners failing to make notifications required above are subject to fines as determined by the Board of Directors. Failure to report - \$250 fine.
7. **Liability of Lessee Assumed by the Owner** Violation of POA of The Shores, Inc rules and or regulations by the lessee resulting in a fine shall have that fine charged to the owner who leased the property. For example, a lessee carries a glass bottle into the pool area. The fine for this violation is \$250. The owner who leased the property would be charged \$250.
8. **Sub-Leasing** Sub-leasing is not permitted. Owners must have no-sublease clause in their lease agreement.

This Home Leasing Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

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Community Private Amenities Use Policy

Exhibit A6

WHEREAS, Section I, Article 1.26 of the Declaration of Covenants, Conditions and Restrictions for the POA of the Shores, Inc. provides in part that ...“Private Amenities” shall mean and refer to Common Areas as designated on the Plat and certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, designated by the Developer and which are owned and operated, in whole or in part, by the Association for recreational or other purpose.

WHEREAS, The Board of Directors for the Association in its authority and in the best interests of promoting the general well-being and safety of the community has established the POA of The Shores, Inc Community Private Amenities Use Policy as follows:

Use of Private Amenities Amenities which includes the clubhouse, pool, pond, picnic areas, boat ramp, and marina are for use by property owners/immediate family members and their guests.

Guests are defined as visitors other than immediate family members. Guests MUST be accompanied by a owner/immediate family member for use of amenities. Violation of \$100 for member for whom the guest is associated.

Lessees identified by property owners in accordance with POA of The Shores, Inc - Home Leasing Policy are also granted use of amenities in the same manner as are owners. Likewise, lessees are subject to the same rules and regulations as owners.

Common area ponds are “Catch and Release only.” Use of nets to catch fish are strictly prohibited. Either violation will result in a \$250 fine.

The common area (pathway) which extends from Deep Water Cove over the dam to the Clubhouse is vehicle restricted. Only golf carts or smaller vehicles are permitted in this area. The only exception is maintenance vehicles (pickup or

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Community Private Amenities Use Policy

Exhibit A6

smaller) used to work on the marina. These vehicles must approach and exit via the clubhouse parking lot. Violations of this rule ia a \$250 fine.

This Community Private Amenities Use Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
Unimproved Vacant Lot Mowing Program**

Exhibit A7

WHEREAS, Section III, Article 3.19 of the Declaration of Covenants, Conditions and Restrictions for the POA of the Shores, Inc. provides that "...Four time each year, on dates determined by the Association, the Association shall schedule days on which the Tract Owner shall have mowed his tract. If a tract is not mowed within two weeks after that day, the Association may, at the Tract Owners expense have the grass, weeds and cover of the tract mowed or the tract otherwise cleaned as often as in their sole discretion is deemed necessary...", otherwise known as abatement of violation as contained in the Association's Covenant and Enforcement Policy and;

WIHEREAS, The Board of Directors for the Association in its authority in the best interests of promoting the general appearance of the community has established four (4) mowing dates (to be determined each year) AND offers a voluntary lot mowing program for your Unimproved Lot/Tract to be mowed in a cost-effective program and in accordance with a mowing schedule provided to each unimproved lot Owner at the beginning of each year and;

WHEREAS, Section IX, Article 9.11 (vii) provides that the Board of Directors may assess and recover from the Tract Owner the expenses it incurs to cure or abate a violation..." The Association has adopted this supplement to the Collection Policy specific to the administration and abatement related to the Unimproved Vacant Lot Mowing Program as follows:

Where an owner of an Unimproved Vacant Lot/Tract does not mow their Lot/Tract by the scheduled dates and their Lot/Tract is NOT mowed as part of the voluntary Lot Mowing Program that is offered at the beginning of each year and after Notice has been sent to the Owner of the Unimproved Lot/Tract that they are in violation of not having mowed their Lot/Tract by the scheduled date, the Board of Directors will impose, in addition to the cost of mowing, an administration charge of \$25.00 per mow/abatement of the violation. This administration charge will be in addition to the cost of the mowing and to defray the cost of labor in administering the mowing program and will become a lien against the property until it is paid.

Where an Owner participates in the voluntary lot mowing program, which is announced at the beginning of each year, there will be NO cost for administering the mowing of such lot.

This Unimproved Vacant Lot Mowing Program Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

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Dedicatory Instruments for P.O.A of The Shores, INC.
Pool and Clubhouse Rules**

Exhibit A8

For all our members that enjoy relaxing times at the lake, a few simple rules:

Our lawyers make us do this for good reason — use of any of the common areas is at your own risk — there are no lifeguards on duty, no exercise room attendants on duty, no boat ramp attendants on duty, no lake attendants on duty — well you get the point — you assume all risks.

Our ever-growing community has created limits on the availability of our clubhouse. The clubhouse remains available on a first come first served basis. There is no reservation system and members are discouraged from arranging large gatherings which would restrict use by other members.

1. Hours are from 5 a.m. till 11 p.m. and are posted at the clubhouse. Please respect the posted hours.
2. No more than ten (10) guests per lot allowed at the clubhouse and/or pool at any one time. Please be considerate of other members — bring extra chairs to the pool deck and/or grilling areas. Members or an immediate family member over age 18 need to accompany any guests to any clubhouse and/or pool areas. Minors using the pool must be accompanied by an individual 18 years of age or older.
3. NO GLASS of any kind is allowed on the front porch/entryway or inside the fenced area. The no glass requirement inside the fenced area of the pool is not just common sense but is a prohibition as set forth in Chapter 25, Subchapter L — Public Swimming Pools & Spa, of title 25 of the State of Texas Health Services.
4. For everyone's health and safety, no smoking or glass around the common area. If you need to sneak away for a smoke — be considerate and head to a secluded area. Obviously, there are no secluded areas inside the clubhouse, on porches, or on pool/spa deck. Smoking is not allowed in these areas.
5. No grilling or open flames allowed on front or rear porch's/covered areas, nor on pool or spa decks. Grilling facilities are located outside the fenced area.
6. Our pets are wonderful extensions of our families, but for health and safety reasons, pets are prohibited inside the clubhouse or inside the fenced area.
7. All members are to clean up after themselves and guests and carry your trash to the dumpster located in the fenced in area at the entrance to the clubhouse parking area. The dumpster is only for Clubhouse, Shores Landscaping and Marina use.
8. Members are restricted from parking their trailers/boats in the clubhouse parking areas. Members are only allowed to park their trailers/boats in the trailer/boat parking area (that area adjacent to the boat launch ramp). Overflow must use the roadside before entering the clubhouse area. Parking is limited to 24-hours. Any extensions must be coordinated with a board member in advance.

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Pool and Clubhouse Rules**

Exhibit A8

9. Children under the age of 16 must be under direct supervision by an adult while in the fitness center.
10. If you are ill or recently experienced illness such as fever, diarrhea, or flu/flu-like symptoms, refrain from use of the clubhouse until certain that you are fully recovered and not contagious. Disinfectant wipes for use of any clubhouse equipment can be found in the fitness area.
11. Members are prohibited from parking anywhere outside designated parking areas.

For our members that dance to a different drummer, we are compelled to tell you:

- Video surveillance is 24X7 and our POA has a great relationship with the Navarro County Sherriff's Department.
- If you do not respect the few simple rules, then the Board of Directors may restrict your rights and access to the common areas.
- Access to the common areas assumes you are a member in good standing, meaning that you are current in your membership assessments and/or assessed fines. Members not in good standing may be restricted access by the Board of Directors.

Violations of Common Area Rules and Regulations - Pool & Clubhouse Rules

- No more than ten (10) guests per lot allowed at the clubhouse and/or pool at any one time. Members or an immediate family member over age 18 need to accompany any guests to any clubhouse and/or pool areas. Violators are subject to a \$100 fine.
- Minors using the pool and not accompanied by an individual 18 years of age or older. Violators are subject to a \$250 fine.
- Pets are prohibited ~~welcome~~ inside the clubhouse or inside the fenced area. Violators are subject to a \$100 fine.
- **NO GLASS** of any kind is allowed on the front porch/entryway or inside the fenced area. The no glass requirement inside the fenced area of the pool is not just common sense but is a prohibition as set forth in Chapter 25, Subchapter L – Public Swimming Pools & Spa, of title 25 of the State of Texas Health Services. Violators are subject to a fine of \$250.
- The dumpster located in the fenced in area at the entrance to the clubhouse parking area is only for Clubhouse, users of the Clubhouse, debris from working on the common areas; i.e., The Shores Landscaping and Marina use. Violators are subject to a \$250 fine.
- Members are restricted from parking their trailers/boats in the clubhouse parking areas. Members are only allowed to park their trailers/boats in the trailer/boat parking

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area. Overflow parking is available along the roadway leading to the clubhouse.

Violators are subject to a \$100 fine

- No Smoking in Common Areas including Clubhouse and Fenced Pool Area Violators are subject to a \$100 fine
- No Grilling or open flames allowed on front or rear porch's/covered areas, nor on pool deck Violators are subject to a fine of \$250.
- All Members are to clean up after themselves and their guests and carry all trash to the dumpster. Violators will be subject to \$150 fine..
- Children under the age of 16 must be under direct supervision by an adult while in the fitness center. Violators will be subject to \$250 fine.
- Members are prohibited from parking anywhere outside designated parking areas. Violators will be subject to \$100 fine.

Levying of fines will be pursuant to Texas Property Code Section 209.006.

IN CASE OF EMERGENCY, USE THE MARKED EMERGENCY BOX LOCATED OUTSIDE THE POOL FENCE BETWEEN THE CLUBHOUSE AND THE VOLLEYBALL COURT, OR CONTACT NAVARRO COUNTY SHERRIFF'S OFFICE AT (903) 874-3000, OR CALL 911 FROM YOUR MOBILE DEVICE.

**THE EMERGENCY ADDRESS IS 600 CLUBHOUSE DRIVE,
CORSICANA, TX. 75109**

This Pool and Clubhouse Rules Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

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Marina and Boat Ramp Rules**

Exhibit A9

Use of all common areas is at your own risk. There are no lifeguards, boat ramp attendants, or marina attendants on duty.

Marina is open 24 hours a day, 7 days a week; quite hours are 9 PM to 7 AM.

The Boat Ramp is open an hour before daylight until an hour after dusk.

All guests must be accompanied by a POA member or an immediate family member over the age of 18 and guest are limited to 6 or the maximum legal number accommodated by your vessel, whichever is greater.

Cooking devices, other than original fixed equipment from the vessel manufacturer must not be used in the marina area or the lake (on or off the vessel) - No open flames or gas grills are allowed in the marina.

No swimming is allowed in or around the marina.

Smokers - please be considerate of others and limit smoking when while others are present. Please be considerate of others in the marina with regard to your wake upon leaving, entering or passing the marina.

The use of portable heaters is not permitted aboard any vessel while at the marina, unless the device is original equipment and was furnished and installed in the vessel by the manufacturer.

This is your marina and boat ramp - please clean up before you leave and deposit all trash in the dumpster adjacent to the clubhouse parking lot.

Day Slips — Those open-air slips just inside the gated entry to the B dock. Day slips are available to members on a first come first served basis. Overnight parking is allowed with a 3-night limit. No lifts or other attachments to the marina structure are allowed. The POA reserves the right to tow any vessel parked more than 3 consecutive days or remove any item attached to the marina structure.

Day Slips may be available to be leased during low water conditions to POA members in good standing whose use of their vessel is impacted by low water levels. For more information contact the Marina Committee. If a day slip is marked as reserved, please select an open slip that is not Slip License Holders have additional requirements as outlined in their License Agreement. Those rules and restrictions are not restated here but remain in full effect.so marked.

Be aware that Video Surveillance is operational 24X7 - Violation of the above rules or the requirements stated in the License Agreement may result in loss of rights and/or access to Common areas.

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Marina and Boat Ramp Rules**

Exhibit A9

Members are restricted from parking their trailers/boats in the clubhouse parking areas. Members are only allowed to park their trailers/boats in the trailer/boat parking area (that area adjacent to the boat launch ramp). Overflow must use the roadside before entering the clubhouse area. Parking is limited to 24-hours. Any extensions must be coordinated with a board member in advance.

Violations of Marina and Boat Ramp Rules.

- No swimming is allowed in or around the marina. .Violators are subject to \$250 fine.
- Guests utilizing the marina must be accompanied by a POA member or an immediate family member over the age of 18. POA member associated with the guest violating are subject to a fine of \$100.
- Use of open-air Day slips is limited to a 3-night stay unless prior approval from the BOD is secured. Violators are subject to \$100 fine for each additional night stay.
- Cooking devices, including grills, along with portable heaters, except original fixed equipment to a vessel are not allowed in the Marina. Violators are subject to a fine of \$250.

- Violations of trailer/boat parking will result in a \$100 fine for each occurrence.

Levying of fines will be pursuant to Texas Property Code Section 209.006.

IN CASE OF EMERGENCY, USE THE MARKED EMERGENCY BOX, LOCATED OUTSIDE THE POOL FENCE BETWEEN THE CLUBHOUSE AND THE VOLLEYBALL COURT, OR CONTACT NAVARRO COUNTY SHERIFF'S OFFICE, (903) 874-3000, OR CALL 911 FROM YOUR MOBILE DEVICE.

THE EMERGENCY ADDRESS IS 600 CLUBHOUSE DRIVE CORSICANA TX 75109.

This Marina and Boat Ramp Rules Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
Collection of Assessment, Fees, Program Charges & Payment Policy**

Exhibit A10

WHEREAS, the Board of Directors (the "Board") of Property Owners Association of The Shores, Inc. (the "Association") finds there is a need to establish orderly procedures for the collection of assessments as set forth in the in the Declaration of Covenants, Conditions and Restrictions for the Association as amended from time to time (the "Declaration"), as well as the Bylaws of the Association. (the "Bylaws"), Policies (collectively, the "Governing Documents").

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and the Authority established in those Governing Documents to collection mandatory assessments for the purposes established in the Declaration, and where collecting assessments from all members who are required to pay assessments creates equity amongst all members. With this adopted Policy, the Board hereby authorizes the Managing Agent and its "Representatives" to carry out the functions related to enforcement of this Policy in every aspect as contained herein and authorizes the expenditure of charges and fees associated with these collection efforts to be paid for by the Association and added to the account of such member whose assessment had become delinquent, requiring collection efforts

1. Definitions & Conditions

A. Authority —No authority is contained herein or expressed that does not exist by way of the authority granted in the recorded Declaration, Bylaws or Articles of Incorporation, or Amendments thereto, Boat Slip License Agreements (where applicable), which together with the recorded Policies are the Governing Documents for the Association. The Governing Documents by virtue of the Statutory authority and limitations provided by the State of Texas create a secured lien against the Owner and their Property for collection of all Assessments, Collection Charges, Legal Fees and Applied Interest associated with Assessments and the efforts required to collect unpaid Assessments.

B. Conflict in Authority — Where any conflict may exist or occur between the authorities contained in the Governing Documents, this "Collection of Assessments and Payment Policy" or any written or expressed agreement(s) or contract(s) for services to secure collection of Assessments, this "Policy" which is adopted in accordance with State Law will prevail.

C. Assessment(s); Fees; Program Charges — Assessments, Fees or Program Charges are subject to this policy and collections will include all Regular or Special Assessments, Special Assessments for Non-Compliance, Boat Slip License Fees, Lot Maintenance as referenced in Unimproved Vacant Lot Mowing Program Exhibit A10 of the Twelfth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for P.O.A of The Shores, INC., Fees, Charges for Administrating Unimproved Vacant Lot Mowing Programs (as cited above), Special Assessments for the purpose of defraying Operating or Capital Expenditures or any Assessment, Fee or Program Charge that is duly approved by the Board of Directors under the authority granted in the Governing Documents.

D. Due Date(s) for Payment of Assessment. The due date for payment of any Regular or Special Assessments will be established by the Board of Directors in their discretion and within the limits and authority granted under the Governing Documents.

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E. Late Fees & Applied Interest — Any Late fees or Applied Interest which are applied as a result of and due to assessments, which are paid late, will be done in accordance with the Governing Documents and within the Fair Debt and Collection Laws and the Laws of the State of Texas. Any Owner who does not pay their assessment by the due date(s) stipulated is subject to these fees and interest.

F. Application of Late Fees, Collection Charges, Legal Fees and Interest — An Owner who does not pay their assessment by the due date(s) specified, will also be subject to and responsible for any applicable Late Fees, Interest, Costs of Collection and Legal Costs that are Associated with collection efforts, that became necessary to resolve the unpaid assessment(s). The Board of Directors on behalf of the Association agrees to pay for such services rendered, with the costs for such services levied against an Owner's account (who required collection efforts).

G. Payment Plans, Payment Application & Partial Payments

The Board of Directors and Representatives are authorized to enter into payment plans which are acceptable to resolve an Owner's unpaid balance and within Statutory requirements. All payment plans must be arranged through the Association's Management Representative and shall be approved by the board of directors and agreed to in writing. No payment plans will be made Via email, or Verbal agreement. No payment plans will extend beyond the three (3) month statutory requirement, without the express written approval of the Board of Directors. The Board of Directors or its Representatives are not required to accept partial payments towards an unpaid balance, which are not made as part of an approved payment plan. Any payment(s) made to resolve an Owner balance as part of an approved payment plan, will be applied to (1) Past Due Assessments; (2) Current Assessments; (3) Attorney Fees/Collection Fees; (4) Other Attorney Fees; (5) Fines; (6) Other Amounts.

H. Exceptions — The Board of Directors or its Representatives on behalf of the Association are not required to offer payment plans to Owner's who have defaulted on a payment plan within 2 years. If an Owner defaults on a payment plan, neither the Board of Directors nor its Representatives are required to apply payments to the Owner's account in the priority order listed herein.

1. Address Registration — It is the responsibility of the Owner to register their mailing address or point of delivery address with the Association.

J. Notices - Unless otherwise provided in this policy, all notices shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing or registered with the Association,

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K. Method of Payment for Assessment balances can be paid by Check, Certified Funds, E-Check (through homeowner's bank) or Online through the Community's website (where available and at an additional charge). If at any point during the Assessment and Collection Process an Owner's check remittance is returned unpaid by their bank, the Association's representatives may require certified funds to replace the returned check including a returned check fee. Payment on balances that do not clear the entire balance posted cannot be made through online payment services.

L. Dispute of Debt — Within this Collection of Assessment and Payment Policy, each Owner has the right to submit in writing to the Association through its Attorney or Representative, a "Dispute of Debt". Any such Dispute of Debt, must specify the reason of dispute including any supporting information which might help determine the debt invalid or inaccurate. Disputes may only be considered as they relate to the accuracy of the debt reflected. No disputes will be supported or validated based on an Owner's unwillingness or refusal to pay their assessments.

II. Assessment Collection Process

A. Assessment Notification Statement— Any Assessment levied by the Association against an Owner or Property, will be considered due upon mailing to the owner by the Association (or its Representative) by depository of a statement or letter in the U.S. Mail advising Owner of such assessment. Any such statement shall contain the due date, address to mail the assessment and any contact information needed by Owner to verify the debt or to make request for payment plan assistance. If an assessment is not paid within the time and date specified in the Assessment Notification, it will be considered "Delinquent" and in default of Owner's obligation to pay assessments as required by the Governing Documents.

B. Optional Courtesy Notice. The Board of Directors may, but is not obligated to, extend the date which is considered late for payment of assessments by sending courtesy notice to an Owner without penalty of late fees, charges or interest applied. Such courtesy notice will be at the sole option of the Board of Directors and not provide waiver of obligation to pay the Assessments by the date contained in the Assessment Notification Statement. The Board or its Representative may, in lieu of this notice, proceed immediately to the First Collection Notice, set forth below.

C. First Collection Notice Sent by regular first-class mail to the address, which is registered by the Owner with the Association, and sent no sooner than 30 days from the date the assessment became delinquent. This notice identifies the amount due, contact information to make payment plan arrangements, default date and Military exemptions.

D. Second Collection Notice/Default Notice — Sent by regular first-class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 60 days from

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the date the assessment became delinquent. This letter provides notice that Owner is in default, the amounts due to resolve the unpaid balance, contact information to make payment plan arrangements, deadline for making arrangements prior to referral to legal counsel which will incur legal costs that Owner is responsible for and Military exemptions.

E. Attorney Demand Notice — Sent by regular first-class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 90 days from the date the assessment became delinquent. This letter provides notice that Owner's property will have a Debt Lien filed if the account balance is not resolved and cost associated with this notice is charged against Owner's account along with any applicable late fees, interest or costs of collection.

F. Notice of Lien Sent by regular first-class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 120 days from the date the assessment became delinquent. This notice advises Owner that a Debt Lien has been filed against Owner's property and that the cost for filing such Debt Lien has been charged against the Owner's account.

G. Final Demand Notice Sent by regular first-class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 150 days from the date the assessment became delinquent. This notice advises Owner of the debt, including any Legal Costs, Late Fees, Interest or Costs of Collection which have been applied and incurred in an effort to collect this debt and Owner's responsibility to remedy the balances owed. This notice advises the next step in the collection process will be a "Pre-Posting Notice".

H. Pre-Posting Notice — Sent by regular first-class mail and certified mail to the address which is registered by the Owner with the Association and sent no sooner than 180 days from the date the assessment became delinquent and 20 days prior to the Association filing for Judicial Review for Expedited Foreclosure. This notice will also provide notice of Owner's right to waive non-judicial foreclosure.

I Judicial Review Process for Expedited Foreclosure — The Board of Directors will review any collection of debt at this point. If approved by the Board, an application will be filed with the District Court not sooner than 20 days from the date of the Pre-Posting Notice with the following process:

1. Application to the Court with the amount of the debt including Legal Fees, Late Fees, Interest on the Debt and Costs of Collection.
2. District Court will send Citation of service to the Owner(s)
3. Owner(s) will need to respond to the Citation not later than the 1st Monday, after expiration of 38 days from the date the Court deposited the Citation in the U.S. mail.
4. If Owner(s) files a response to Court Citation, a hearing with the Court will be scheduled and a determination on the debt will be made and/or Order made to allow for Expedited Foreclosure.

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5. If Owner(s) does not file a response to the Court Citation, the Association Attorney will file a Motion for Default Order for Expedited foreclosure.

J. Notice Posting Property for Foreclosure — Sent by regular first-class mail and certified mail to the address which is registered by the Owner with the Association, after gaining Court Order. This notice provides 21 days' notice prior to a foreclosure sale and the specific date the property will be posted.

K. Foreclosure Sale — After all other process has been taken and collection efforts made affording Owner the opportunity to resolve their unpaid balance(s), the Association's Attorney, acting as Trustee will conduct a foreclosure sale on the 1st Tuesday of the month, following expiration of the posting requirement.

Article III Military Exemptions — Person(s) serving in the U.S. Military are afforded certain protections during active military duty and for up to nine (9) months from the date Active Military Duty concludes.

This Collection of Assessment, Fees, Program Charges and Payment Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

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COVENANTS, CONDITIONS, AND RESTRICTION (CCR) ENFORCEMENT

WHEREAS, the Board of Directors (the "Board") of Property Owners Association of The Shores, Ince (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for the Association as amended from time to time (the "Declaration"), as well as the Bylaws of the Association. (the "Bylaws"), for enforcement of any rules and regulations (the "rules and regulations") and for the levying of fines, special assessments for non-compliance or damage assessments against owners violating the Declaration, Bylaws and the rules and regulations (collectively, the "Governing Documents").

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations of such provisions found to exist within the Association and the same are to be known as the "Covenant Enforcement, Covenants Committee, and Fining Policy" (to be referred to herein as the "Enforcement Policy of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within the Association. With this adopted Policy, the Board hereby authorizes the Architectural Control Committee Members, the Covenants Committee or the Managing Agent and its Representatives to carry out the functions related to enforcement of this Policy in every aspect as contained herein:

FURTHER BE IT KNOWN, pursuant to the Declaration and By-Laws of POA of The Shores, the Board of Directors (BOD) hereby establishes the Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, the By-Laws, and resolutions the Board may adopt, the Covenants Committee, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of the By-Laws. NOTE: Members may elect to appeal directly to the Board of Directors. Decisions made by the BOD are final.

1. Mission Statement. To support the Board in Protecting, Preserving, and Enhancing Property Values at The Shores through consistent administration and enforcement of the Covenants, Conditions, and Restrictions (CC&R's) as they apply to care and maintenance of properties, always taking a fair, ethical, empathetic and courteous approach while executing our responsibilities.

2. Organization. The Covenants Committee is composed of volunteers, (between 3-7 property owners) who are property owners in good standing of the POA. The Chairperson is appointed by the BOD and property owners (two to seven) are jointly approved by the Chairperson and the BOD. The committee meets as needed or requested by committee members (determined by the Chairperson).

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The BOD will name a director as a liaison and advocate to the BOD to enhance communication, relay decisions and provide guidance as needed. Minutes of the meetings will be forwarded by the Chairperson and sent to BOD within 10 business days of the meeting and filed with the Management Company.

3. Violation Definition. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents of the Association or any damage to common area or improvements maintained by the Association, shall constitute a "Violation" under this policy for all purposes. For purposes of determining the amount of the applicable violation fine, a violation of Article VI of the Declaration shall be considered an "Modification Violation" (meaning a violation related to modifications to the home which was not approved) and a violation of any other provision of the Governing Documents related to property maintenance or damage to a common area or improvements maintained by the Association, will be considered a "Use Restriction Violation" as may be defined in the Declaration.

4. Violation Categories. There are two general categories for which fines are assessed. The first classification is non-curable violations and the second classification is curable violations. A list of non-curable violations with associated fines may be found in the table identified as Non-Curable Violations. Likewise, the list of curable violations with associated fines may be found in the table identified as Curable Violations.

5. Self-Reporting Unusual Circumstances. Owners who find themselves in an unusual situation wherein a violation is occurring, but the circumstance is temporary and will be resolved as soon as practicable, are requested to notify the Covenants Committee Chairperson to document the occurrence. The reporting owner shall provide the details of the situation and an estimated time when the violation will be resolved. The Covenants Committee shall determine if the timeline for resolution is acceptable. Owners who use this reporting process, and it is determined the resolution is within acceptable timelines, will be exempt from the requirements of POA of The Shores By-Laws 3.24. Enforcement for the reported situation within the approved timeline. Owners may use the POA website eform Self Reporting Unusual Circumstance or telephone the Covenants Chairperson to accomplish this report.

6. Report of Violation. The existence of a Violation will be verified through field observation(s) conducted either by a Board Member, Architectural Control Committee Member, Covenants Committee Member, or its delegate (Management Representative). For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report (email) shall be prepared as needed by the field observer for each Violation which will include the following information:

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- a. Identification of the nature and description of the Violation(s).
- b. Identification by street, address or legal description, if available, of number of the Lot (tract) on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation and time of day if relevant.
- d. A photo documenting the violation, if possible.

The timely written report (email) will be sent to the management company's property manager for action. The BOD, Architectural Control Committee Members, and Covenants Committee Members shall be copied on the email. The Covenants Committee Chairperson shall track all violations to ensure timely delivery of letters. Additionally, the Chairperson shall notify the management company's property manager via email when the violation is resolved. Concerned parties as identified in the initial notification shall be copied on all follow-up email notifications.

7. Mow Program Inspections and Notifications. The Covenants Committee Chairperson or designee shall conduct inspections as required by CCR 3.19 in respect to the Mow Program. (See A4) Likewise, the individual responsible for the inspections shall prepare two notification letters (First-Class and the other Certified Mail) on the date of the inspection for members who failed to comply with the required mows. The individual next makes a copy of the certified mail receipts from USPS and forwards to the board liaison for the Covenants Committee, also on the date of mailing. The BOD liaison will ensure the manage company adds the administrative mailing charges to the member account not in compliance.

Fifteen days after the notification letters were sent, a second inspection will be conducted. Lots that are still not in compliance will be reported to the BOD liaison who will coordinate with the contract mower to have them mowed. The BOD liaison will ensure the management company adds the mowing costs to the member not in compliance.

8. Covenants Committee Reports. The Covenants Committee makes recommendations to the BOD directly or through the Board Liaison. The committee chair or designated representative attends BOD meetings as needed, at least quarterly, and presents pertinent information on activities.

9. Notice(s) of Violation. Upon receipt of an email detailing a violation, our management company will ensure Notices of Violation are issued in a timely manner as defined below:

- a. Optional Courtesy Notice - At the same time that the field observation is made, the Board or its delegate may forward to the Owner of the Lot in question a Board Approved

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Courtesy Notice via letter or email, which is not considered an official notice of violation) but rather a discovery of a Violation(s) and advisory. The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct, eliminate or otherwise remedy the Violation(s) noted to the satisfaction of the Board or its Delegate.

The Board or its delegate may, in lieu of this notice, proceed immediately to the Notice of Violation(s), set forth below.

b. First Notice of Violation(s) - If the Violation is not corrected or eliminated within the time period specified in the optional Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without sending a Courtesy Notice, the Association will forward to the Owner of the Lot in question written a First Notice of Violation(s) by regular first-class mail or personal delivery (at the sole option of the Board or its Delegate).

c. Second Notice of Violation(s) — The Owner will have at least ten (10) days from the date of the First Notice of Violation, eliminate or otherwise remedy the Violation(s) noted to the satisfaction of the Board or its Delegate. If the Violation is not collected, eliminated, or otherwise remedied within the time period specified, a Second Notice of Violation(s) will be sent by regular first-class mail or if requested and approved by the Board of Directors, by Certified, Return Receipt Requested mail delivery.

d. Violation Notice Exemptions - A Notice of Violation is not required if the alleged violator received any Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described below.

e. Final Notice of Violation(s) - If the Violation is not corrected, eliminated or otherwise remedied within the time period specified in the Second Notice of Violation(s) a Final Notice of Violation(s) will be sent by Certified, Return Receipt Requested mail delivery. This notice will specify that the Owner has the right to request a hearing, by submitting a request in writing (may be accomplished via email or eform), to be received by the Board or its Delegate, no later than thirty (30) days from the date of the Final Notice of Violation.

10. Required Information in the Notice(s). The nature, description and location of the Violation, including any property damage caused by the Owner.

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The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

That if the Violation is corrected, eliminated or remedied within a reasonable time after the Owner's receipt of the Notice of Violation, that a fine will not be assessed and that no further action will be taken.

That the Owner is entitled to request a hearing with the Covenants Committee or Board, by requesting such in writing within thirty (30) days from the Owner's receipt of any Notice of Violation. Owner must request a hearing in writing using a Board approved "Hearing Request Form" (found under eforms) as required by the Board of Directors. Hearings appealed to the Covenants Committee may also be appealed to the Board if filed within 30 days of a negative response from the Covenants Committee. Decisions by the board are final.

If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, that in addition to any fines that may be levied (as authorized under the Declaration), any attorney's fees and/or costs for compliance will also be charged to the Owner.

11. Hearings Requirements/Limitations.

If an Owner requests a Hearing with the Covenants Committee or Board of Directors as outlined herein (and as allowed by State Statute), the Board prior to assessing any fine for non-compliance or damage assessment will grant such request for hearing. The Covenants Committee/Board will schedule such hearing on a date, time and at a location that is at their discretion, holding the hearing within thirty (30) days from the date the hearing request is received.

The Covenants Committee/Board will provide the Owner a minimum ten (10) days of the scheduled hearing, which outlines the date, time and location for the hearing.

Neither the Owner nor the Covenants Committee/ Board is entitled to bring third parties to the hearing (other than Owner's of record for the property) including Legal Representation without the express agreement of both the Owner and the Covenants Committee/Board in advance of the meeting. If either the Owner or the Board brings Legal Representation without expressed agreement from the other party, then the hearing may be postponed without prejudice and rescheduled to such time as both parties agree to equal representation.

The hearing will be held before the Covenants Committee/Board of Directors in executive session. The hearing may take place and will be conducted even if the

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Owner fails to appear at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate.

The results of the hearing will be communicated to the Owner in writing within ten (10) days from the date the hearing was conducted.

Either the Owner or the Covenants Committee/Board may request a postponement of the initial scheduled hearing for a period not longer than ten (10) days.

12. Violation(s) Corrected by Owner. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and/or fines under this Enforcement Policy, which costs, special charges or fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection. Written notice (via email if requested by email) of correction or elimination of the Violation may be obtained from the Covenants Committee/Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

13. Violation Abatement by Association. Notwithstanding any other provision contained herein to the contrary, in the event an owner fails to correct or eliminate a Violation of Article IX, Section 9.01 of the Declaration, entitled General Maintenance of Lots, within the time period specified in the Notice of Violation, the Association may proceed to enter upon the Lot to correct the Violation without further notice to the Owner other than a ten-day "Notice of Maintenance". The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under the Declaration. The Association may levy and collect the cost and expense incurred by the Association to correct or eliminate the Violation. The cost or charge for such work or the reimbursement for the cost or charge for such work shall be secured by the lien created in the Declaration or otherwise.

14. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner

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15. Application of Fines or Special Assessments for Non-Compliance. Subject to the provisions of this Enforcement Policy and/or the Declaration, whereby the Assessment of fines or special assessments for noncompliance, the imposition of fines (or special assessments for non-compliance) will be on the following basis:

Table for Non-Curable Violations

Source Document	Details	Fine
Pool & Clubhouse Rules	NO GLASS of any kind is allowed on the front porch/entryway or inside the fenced area. The no glass requirement inside the fenced area of the pool is not just common sense but is a prohibition as set forth in Chapter 25, Subchapter L – Public Swimming Pools & Spa, of title 25 of the State of Texas Health Services.	\$250
Pool & Clubhouse Rules	The dumpster located in the fenced in area at the entrance to the clubhouse parking area is only for Clubhouse, users of the Clubhouse, debris from working The Shores Landscaping and Marina use	\$250
Pool & Clubhouse Rules	Members are prohibited from parking anywhere outside designated parking areas	\$100
Pool & Clubhouse Rules	Members are restricted from parking their trailers/boats in the clubhouse parking areas overnight.	\$100
Pool & Clubhouse Rules	No Smoking in Common Areas including Clubhouse and Fenced Pool Area.	\$100
Pool & Clubhouse Rules	No Grilling or open flames allowed on front or rear porch's/covered areas, nor on pool deck.	\$250
Pool & Clubhouse Rules	Children under the age of 16 are strictly prohibited to enter the Fitness Facility unless accompanied by an adult member or adult guest of a member. If a violation occurs the adult Member of the POA to which the juvenile is associated with will be subject to the fine.	\$250
Pool & Clubhouse Rules	Pets are prohibited inside the clubhouse or inside the fenced area.	\$100

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Source Document	Table for Non-Curable Violations Continued	Fine
Pool & Clubhouse Rules	All Members are to clean up after themselves and their guests and carry all trash to the dumpster. <u>Violators will be subject to \$150 fine.</u>	\$250
Pool & Clubhouse Rules	No more than ten (10) guests per lot allowed at the clubhouse and/or pool at any one time. Members or an immediate family member over age 18 need to accompany any guests to any clubhouse and/or pool areas.	\$100
Pool & Clubhouse Rules	Minors using the pool and not accompanied by an individual 18 years of age or older. <u>Violators are subject to a \$250 fine.</u>	\$250
Marina and Boat Ramp Rules	Guests must be accompanied by a POA member or an immediate family member over the age of 18. POA member associated with the guest violating are subject to a fine of \$50.	\$100
Marina and Boat Ramp Rules	Use of open-air Day slips is limited to a 3 night stay unless prior approval from the BOD is secured. Violators are subject to \$50 fine for each additional night stay.	\$100
Marina and Boat Ramp Rules	Cooking devices, including grills, along with portable heaters, except original fixed equipment to a vessel are not allowed in the Marina.	\$250
Marina and Boat Ramp Rules	No swimming in or around the marina.	\$250
Marina and Boat Ramp Rules	Violations of trailer/boat parking will result in a \$100 fine for each occurrence.	\$100
Vehicle Weight and Load Restrictions	Failure to notify the B.O.D. 24 hours prior to a concrete/gunite pour.	\$250
Community Private Amenities Use Policy A6	Guests MUST be accompanied by a owner/immediate family member for use of amenities.	\$100
Vehicle Weight and Load Restrictions A3	Load exceeding weight or load restrictions per occurrence	\$2000

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Source Document	Table for Non-Curable Violations Continued	Fine
Vehicle Weight and Load Restrictions A3	Contractors with multiple load violations shall have escalating fines applied to the member's account. Specifically, each specific violation reoccurring within a 12-month period will have the fine amount increase by the original fine amount for each occurrence: e.g., 3 loads violations within a 12-month period – last violation \$6000.	Base Fine plus number of same violations
Construction Permit Policy A2	Failure to file a request for a lot improvement and work begins prior to ACC approval is a violation and pay warrant a fine of \$500.	\$500
Home Leasing Policy A5	Owners leasing their home are required to provide information to lessees pertaining to community rules and regulations. This must be accomplished prior to lessee occupying the home. Failure to report.	\$250
CCR 3.19	Clear or cut any trees which are 10" in diameter measured at 4' from the ground without the approval of the ACC.	\$50 per tree
CCR 3.27	No-one shall operate a motor vehicle recklessly or exceed the posted speed limit.	\$150
CCR 3.04 / Architectural Control Committee Contractor Job Site Expectations	Exterior Finish Timing Requirement - Any building, structure or improvement commenced on any Tract shall be completed as to exterior finish and appearance within nine (9) months from commencement date. Violations are subject to a \$1,000 fine and are required to submit for Board approval a new timeline for completion. Failure to submit for approval this new timeline will result in an additional \$100 per week until the exterior is completed.	\$1000 \$1000 \$100 per day
Architectural Control Committee Contractor Job Site Expectations	Culverts are required and must be installed before an ACC approved project can begin	\$500
Architectural Control Committee Contractor Job Site Expectations	Lot improvements started without obtaining required ACC Approval	\$500

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Source Document	Table for Non-Curable Violations Continued	Fine
Architectural Control Committee Contractor Job Site Expectations	Construction equipment equipped with rubber tracks/wheels is allowed on community roads. Metal tracked equipment must be transported to the building site without contacting the roadway. The use of "softeners" or mats to avoid road damage should be considered. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.	\$250
Architectural Control Committee Contractor Job Site Expectations	Contractor vehicles, trailers, equipment, etc. shall not be parked on the roadways in any way that impedes or obstructs the normal flow of traffic. Contractor and client shall be liable for a \$100 fine per day in violation. Traffic blockage by contractor vehicle(s) storage on streets violates CC&R 2.13 as it denies non-exclusive easement of use. Moreover, the B.O.D. is obligated to provide general duties per CC&R 9.01 to "... improve and enhance ... safety..." which blocked traffic would negatively <u>impact</u> .	\$100 per day
Community Private Amenities Use Policy	Guests MUST be accompanied by a owner/immediate family member for use of amenities	\$100
Community Private Amenities Use Policy	Common area ponds are "Catch and Release only." Use of nets to catch fish are strictly prohibited. Either violation will result in a \$250 fine.	\$250
Community Private Amenities Use Policy	The common area (pathway) which extends from Deep Water Cove over the dam to the Clubhouse is vehicle restricted. Only golf carts or smaller vehicles are permitted in this area. The only exception is maintenance vehicles (pickup or smaller) used to work on the marina. These vehicles must approach and exit via the clubhouse parking lot.	\$250

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Table for Curable Violations

Source Document	Details	Fine
Vehicle Weight and Load Restrictions	Failure to provide delivery documents within 30 days of concrete/gunite pour completion.	\$5000
CCR 3.12 and ACC Interpretations and Clarification Paragraph 15.	Posted Sign Violations (3.12); No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any tract without written consent of the ACC.	\$200 per week
CCR 3.09	Prohibition of Offensive Activities (3.09) No activity shall be conducted on any Tract which is not related to single family residential purposes.	\$500 fine and an additional \$250 per week till ceasing.
CCR 3.10	All equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition and out of sight from public roadways.	\$200 per week
CCR 3.11	Unightly Articles, Junked Motor Vehicles, Boat and/or Trailer in Driveway (3.11) Except as set forth in Paragraph 3.04 of the CC&R's, no motorized vehicle of any sort, aside from cars and pick-up trucks may be kept on the property unless such items are place in an approved enclosed structure.	\$200 per week
CCR 3.13	No Livestock, poultry, or large animal of any kind may be kept on any Tract, except on Tracts on the North side of US 287	\$200 per week
CCR 3.19	Timber, Landscaping, & Mowing (3.19) Failure to maintain a yard in a safe, clean, and attractive condition allows the Association to perform such maintenance required to bring Tract up to standard and the Owner shall be liable for the cost of such work.	\$150

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Source Document	Table for Curable Violations Continued	Fine
CCR 3.13	No untended loose dogs.	\$100
Architectural Control Committee Contractor Job Site Expectations	During construction the owner and/or contractor must provide a trash dumpster and temporary restroom facility to be on site for duration of build. Port-a-Potty needed the day framing for the foundation begins. Dumpster required first day home wall framing begins.	\$100 per week
Architectural Control Committee Contractor Job Site Expectations	Any deviations from the ACC Approved Project Specifications without further ACC approval	\$500
CCR 3.04	Use of Temporary Structures Occupied, self-contained and non-self-contained campers or recreational vehicles will be permitted on the property so long as such are not on property longer than seven (7) consecutive days and no longer than fourteen (14) days out of a thirty (30) day period.	\$200 per week
Architectural Control Committee Contractor Job Site Expectations	Roadways shall be cleaned or swept regularly and kept free of dirt, mud, gravel, etc. This includes material overages from temporary driveways. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.	\$250
Architectural Control Committee Contractor Job Site Expectations	Community ditches shall be kept clear at all times. Building materials, fallen trees, pallets, etc. are to be located outside of the drainage ditches and onto the lot proper. Failure to comply allows the association to perform such maintenance required to bring ditch up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence. See (IAW CC&R 3.15)	\$250

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Source Document	Table for Curable Violations Continued	Fine
Architectural Control Committee Contractor Job Site Expectations	Drainage ditches and roadway edges shall be repaired when damaged or gouged by construction equipment vehicles/trailers, etc. Failure to comply allows the association to perform such maintenance required to bring roadway and or ditch up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence. See (IAW CC&R 3.15)	\$250
Architectural Control Committee Contractor Job Site Expectations	Contractors are liable for road damage associated with their work on properties. Failure to comply allows the association to perform such maintenance required to bring roadway up to standard and the Contractor and client shall be liable for the cost of such work along with a \$250 fine per occurrence.	\$250
Architectural Control Committee Contractor Job Site Expectations	Soil/erosion management fences or other control measures are required on all properties during dirt work and construction on waterfront lots. <u>Failure to comply allows the association to perform such maintenance required to bring erosion control measures up to standard and the Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation. See (IAW CC&R 3.07 ‘... erosion control...’)</u>	\$100 per day
Architectural Control Committee Contractor Job Site Expectations	Storing of building and construction materials on roadways is prohibited. Failure to comply allows the association to perform such maintenance required to clear and bring roadways up to standard and the Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation. Storage of materials on roadways violates CC&R 2.13 as it denies non-exclusive easement of use.	\$100 per day
Architectural Control Committee Contractor Job Site Expectations	Contractor vehicles, trailers, equipment, etc. shall not be parked on the roadways in any way that impedes or obstructs the normal flow of traffic. Contractor and client shall be liable for a \$100 fine per day in violation. Traffic blockage by contractor vehicle(s) storage on streets violates CC&R 2.13 as it denies non-exclusive easement of use. Moreover, the B.O.D. is obligated to provide general duties per CC&R 9.01 to “... improve and enhance ... safety...” which blocked traffic would negatively impact.	\$100 per day

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Source Document	Table for Curable Violations Continued	Fine
Architectural Control Committee Contractor Job Site Expectations	Mailbox construction requires prior ACC approval. Mailboxes must be masonry. They shall be placed 18" from the asphalt edge, as measured to the front of the structure. Failure to comply requires property owner to submit a remediation plan to the ACC for consideration and approval within 30 days of notice. Failure to comply allows the association to perform such maintenance required to clear the offending structure and bring roadways up to standard. The Contractor and client shall be liable for the cost of such work along with a \$100 fine per day in violation beyond the approved remediation date.	\$100 per day
Architectural Control Committee Contractor Job Site Expectations	The clearing of unimproved lots that create an unsightly condition shall be completed within 6 months from the start of the job. \$50 fine per day (IAW CC&R 3.11 Unsightly articles)	\$50 per day
CCR 3.01	Trash Dumpster & Port-a-Potty (3.01) During construction the owner and/or contractor must provide a trash dumpster and temporary restroom facility to be on site for duration of build, commencing on the first day following foundation pour or earlier.	\$200 per week

Levying of fines will be pursuant to Texas Property Code Section 209.006

Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration, the Bylaws or this Enforcement Policy. Fines imposed against Lots shall become the personal obligation of the Owners of such Lots. Fines shall NOT be secured by a continuing lien upon the Lot of such Owner.

16. Notices Unless otherwise provided in the Enforcement Policy. All notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the

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Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3 rd.) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

Where the interest of an Owner in a Lot has been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

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17. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference. IT IS FURTHER RESOLVED that this Covenant Enforcement, Covenants Committee, and Fine Application is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

This Covenant Enforcement Covenants Committee, and Fine Application Policy document is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Navarro County Clerk.

**Eighteenth Supplemental Certificate and Memorandum of Recording of
Dedicatory Instruments for P.O.A of The Shores, INC.
Exhibit B**

Those lots, blocks, tracts and parcels of real property located in Navarro County, Texas, and more particularly described as follows:

- (i) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 1 – recorded at Volume 7, page 307 – 308 of the Map or Plat Records of Navarro County, Texas;**
- (ii) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 2 – recorded at Volume 7, page 343 – 344 of the Map or Plat Records of Navarro County, Texas;**
- (iii) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 3 – recorded at Volume 7, page 345 – 346 of the Map or Plat Records of Navarro County, Texas;**
- (iv) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 4 – recorded at Volume 7, page 341 of the Map or Plat Records of Navarro County, Texas;**
- (v) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 5 – recorded at Volume 7, page 397 of the Map or Plat Records of Navarro County, Texas;**
- (vi) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 6 – recorded at Volume 7, page 395 – 396 of the Map or Plat Records of Navarro County, Texas;**
- (vii) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 7 – recorded at Volume 7, page 399 – 400 of the Map or Plat Records of Navarro County, Texas; and**
- (viii) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 8 – recorded at Volume 8, page 1 – 2 of the Map or Plat Records of Navarro County, Texas; and**
- (ix) **All lots and tracts of land situated in THE SHORES ON RICHLAND CHAMBERS LAKES, Phase 10 – recorded at Volume 8, page 55 of the Map or Plat Records of Navarro County, Texas.**