

## **RULES FOR ROCKY POINT RETREAT**

Landlord, ROCKY POINT, LLC and each Tenant(s) have entered into an ROCKY POINT, LLC Lease ("Lease Agreement") for the purposes stated in such lease and further described in these Rules. The Lease Agreement entered into and these Rules are both governed by Chapter 94 of the Texas Property Code. These Rules represent additional covenants governing the Lease Agreement. It is specifically understood that ROCKY POINT, LLC operates two (2) contiguous tracts: ROCKY POINT RETREAT which consists of 14.99 acres out of the total 72.54 acres and ROCKY POINT RETREAT Wildlife Property which consists of 57.55 acres. ROCKY POINT RETREAT is separated from ROCKY POINT RETREAT Agricultural Property mostly by a four (4) foot mesh wire fence. Use of ROCKY POINT RETREAT Wildlife Property may be permitted by Landlord, at Landlord's sole discretion, in accordance with Item III. of these Rules for ROCKY POINT RETREAT.

### I.

#### PRIMARY RULES

A. Lease Lots. The standard leased lot is approximately 50 ft. in width by 100 ft. in depth, and all measurements referred to herein are made in reference to such standard size lot. Lots do vary in size at the Retreat and setbacks apply to each lot regardless of shape or size. Lots may have RV's, Park Model Units, or other portable living units approved by ROCKY POINT, LLC placed on them.

B. Occupancy. Each leased lot is only occupied by signatory Tenant(s), age fifty (50) or older. All visits must be pre-approved by Landlord and/or manager, in writing. The lot may be occupied by a Tenant's guest/family member for up to fourteen (14) days if Tenant is in residence. If Tenant is not in residence, guests must be at least 50 years old, and visit is limited to fourteen (14) days. Room must be made inside Tenant's leased lot for any guest's RV. At the end of the first fourteen (14) day visiting period, guests must leave and not return for a minimum of thirty (30) days. No Tenant may have guests for more than a cumulative total of sixty (60) days per year. At no time can a Tenant's visitor(s) use a lot that is not leased unless either Landlord and/or its Manager have given written consent. Medical caregivers who provide ongoing care to any tenant need written permission signed by Landlord prior to entry on the property, which permission is to be reviewed every thirty (30) days.

C. Assessment Fees. Assessment fees may be assessed, from time to time, for capital expenditures related to the operation of ROCKY POINT RETREAT. Such special fee assessments will be allocated between all the tenants based on the number of lots leased by each tenant. Landlord will determine how such special assessments will be payable, i.e. monthly, quarterly, semi-annually, etc. and may give each tenant an election as to the payment schedule.

C. Building Setbacks. The building setback lines for improvements to a lot are 5 ft. on either side of any side lot line and 20 ft. from the front lot line. Landlord and/or its Manager reserve the right to grant variances to the building setbacks on a case by case basis, where such variance(s) will not otherwise impair the ambiance or look of the Retreat.

D. Gravel Pads. A gravel pad is part of the cost of the lease and such pad is provided by Landlord. Thereafter, each tenant is responsible for the maintenance, upkeep or enhancement of his/her own gravel

pad. Tenant may upgrade to concrete or other material (pre-approved by Landlord), but such upgrade will be at the sole expense of Tenant. Tenant understands that any such upgrade will become the property of the Landlord upon the tenant vacating his/her lot, however such termination comes about.

E. Park Model Unit. A Park Model Unit (defined as a small, pre-manufactured home with less than 400 sq. ft. of floor living area constructed on a chassis which allows removal from the lot) may be placed on the Tenant's lot with prior written architectural approval from Landlord or its manager. Landlord, with a few exceptions, has and/or does require the Park Model Unit to be right-hand justified on the lot.

F. Additions, Decking. Tenant may, if sufficient room within the Tenant's leased lot exists, make detachable addition(s) to the Park Model Unit. Plumbing (water/sewer) and maintenance thereof, will be at tenant's expense. The addition may be screened in or enclosed. Decking, covered or uncovered may be added to the Park Model Unit and any addition, provided same fits within the Tenant's leased lot and prior written architectural approval from Landlord or its Manager is obtained for such decking. No solid fences between lots are allowed.

G. Storage Shed(s). Enclosed storage sheds are allowed per each lot leased with prior written architectural approval by Landlord or its Manager. Any shed's dimensions must be pre-approved by Landlord or its Manager. A shed's height is limited to 12 ft. at the peak of the roof as measured from the floor which shall be no more than six (6) inches from the ground. Sheds may have attached covered or uncovered decks, provided same are constructed within the Tenant's leased lot. Variances to these Rules have been made in the past, but same shall not be construed that future variances will be allowed.

H. Carport.- One carport may be constructed on each lot with prior written architectural approval by Landlord or its Manager. The carport height may not exceed 12 ft. at the peak measured from the ground to the carport's peak. The carport may be attached to decking, covered or uncovered, and fit within the Tenant's leased lot. The 20 foot setback applies

I. RV Port.- One RV Port may be constructed on each lot with prior written architectural approval by Landlord or its Manager. The RV Port must be built within the area of the tenant's leased lot. The 20 foot setback applies.

J. Alterations and Improvements. Any and all alterations, changes, and/or improvements built, constructed or placed on the Tenant's leased lot shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the premises at the expiration of the Lease Agreement

K. Landscaping and Maintenance. Tenant may add landscaping to their lot in their discretion and within the guidelines of Item V. Existing trees on any lot may not be removed without Landlord's or its Manager's consent. It is Tenant's responsibility to maintain their lot and landscaping on a regular basis and dispose of any debris only in the places designated by Landlord or its Manager. A fee will be charged for any landscape maintenance performed by Landlord or its Manager for a Tenant. Landlord is not responsible for disposal of any Tenant's tree, grass or other trimmings. No trimmings can be placed in weekly garbage pick-up or dumpster.

L. Garbage/Household Trash and Burn Pile. Tenants may use trash dumpster for household garbage only. Absolutely no non-bendable metal items are to be placed in dumpster. Cardboard boxes shall be broken down by Tenant and placed in trash dumpster. Nothing is to be placed beside the dumpster. All Tenants are

responsible for the proper handling or disposal of any hazardous materials, including but not limited to bio-hazardous materials, chemicals, solvents, gasoline, used oil and/or flammable or dangerous products. Landlord is not responsible for providing an area of disposal for such hazardous materials. Landlord may provide at their discretion a burn pile for Tenants' use. A burn pile may only be used for disposal of grass clippings, tree trimmings and landscape residue. Absolutely no boards with nails shall be placed on burn pile. Absolutely no metal, furniture, Styrofoam or cardboard boxes are to be placed in burn pile.

M. Contractors/Plan Approval. All construction plans for Park Model Unit additions, rooms, sheds, decks, carports, RV ports, dog runs, driveway(s), pads, etc. must be submitted in writing for approval by Landlord and/or its Manager. All building contractors considered for hire must have adequate liability insurance coverage. If Tenant decides to use a contractor not adequately insured, the Tenant shall indemnify and otherwise hold Landlord, its agents, employees, officers and/or owners and their successors or assigns harmless from all liability and responsibility for any damage done by such contractor and its subcontractors to Tenant, other Tenants and/or their property and/or Landlord, its agents, employees, officers and/or owners and/or their successors and assigns and/or their property. A photocopy of Tenant's current insurance coverage prior to the start of construction must also be provided to Landlord and must show contractor and/or Tenant's ability to cover any damage done to premises of ROCKY POINT RETREAT by uninsured contractor.

N. Pets. Each Tenant may have a maximum of two (2) household pets per lot (i.e., dogs, cats, birds) unless an exception is made. No "Vicious Breeds" are allowed (including, but not limited to: Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Akitas, Alaskan Malamutes, Siberian Huskies, Wolves, and Wolf-hybrids). No wild animals or livestock may be kept as pets. All pets, especially dogs, must be kept under control at all times when outdoors. Excessive or prolonged barking by dogs at inappropriate times of day, molesting members of the public, chasing vehicles, habitually attacking other animals, or trespassing on other lots shall constitute a complaint. Any dog that attacks another dog on the premises of the Retreat will be isolated at a local veterinarian for two weeks at owner's expense. A second attack by the same dog will result in the dog being removed from the Retreat. Any animal about which three (3) or more complaints are received may be banned from the Retreat by the Landlord or its Manager. Tenants are responsible for picking up all of their pet's excrement and properly disposing of it in a bag and placing it in their garbage receptacles.

O. Mail. A multi-box mailbox has been installed outside the Retreat for convenience of Tenants. Tenants also have the option of a post office box at the Medina, Texas Post Office. UPS, Federal Express, etc. packages shall have the lot number identified on the package label. Tenant is responsible for reporting any speeding violations in Retreat by delivery personnel to delivery service. The speed limit in the Retreat is 10 m.p.h.

P. Retreat Lodge/Pool Area. When the Tenant(s) of the Retreat use the Retreat lodge and/or pool area they are responsible for its clean up. Tenants are also responsible for their coffee and cleaning materials, (i.e., paper towels and dish soap). Management is responsible for keeping the building and/or pool area in good repair.

- i. The Landlord or its Manager(s) has the authority to close the pool on inclement weather days or when pool is otherwise engaged or unusable.
- ii. Minor children and non-residents must be accompanied by a Tenant or adult over 18 with prior approval from management when using the swimming pool.
- iii. All Tenants and guests are expected to observe the posted pool rules and regulations.

- iv. Tenants may use recreational facilities of the Retreat for private group gatherings by applying to the Landlord or its Manager. Landlord or its Manager(s) reserves the right to exclude other Tenants and guests from the facilities when such activities are taking place.
- v. Tenants and guests are responsible for cleaning pool area after use. This includes picking up all trash and returning furniture in pool area to its original position.
- vi. Tenants accept full responsibility for their own lives and safety and for that of their guests each and every time Tenants avail themselves of the use of the Retreat Lodge/Pool Area.

Q. Concerns and Complaints by Tenant. Any concerns or complaints by Tenant will be addressed to Landlord/Manager in writing and will be delivered to Landlord/Manager by Tenant. Landlord/Manager will sign receipt for complaint from Tenant acknowledging delivery of same. Landlord shall have ten (10) days to address Tenant's complaint and shall reply in writing to Tenant.

R. Amendment of Rules. Landlord or its assigns may amend or repeal these Rules in whole or in part at any time, without prior notice, at its sole discretion.

S. Interference with Landlord's/Management's Operation of Property. Tenant is prohibited from engaging in any activity which interferes with Landlord's/Management's reasonable use, maintenance and operation of the property, including:

- i. Adversely affecting the quiet enjoyment of the leased premises of other Tenants;
- ii. Taking any action or omitting to take any action which materially affects or with the passage of time may materially affect the health or safety of any person; or
- iii. Damaging the property of Landlord or other Tenants; or
- iv. Any activity that undermines the authority of the Landlord and/or Management.

T. Assessments. Assessment fees may be authorized by Landlord at any time in order to fund capital expenditures for the general benefit of all lots.

- i. No Tenant is exempt from liability for assessments due to waivers or failure to use any Common Area, facility or amenity.
- ii. Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the highest rate allowed by law.
- iii. Tenant's failure to timely pay assessment within ten (10) days after written notice of the delinquent assessment will result in loss of lease.
- iv. Landlord shall, upon written request, furnish to any Tenant liable for any type of assessment a written statement signed by the Landlord setting forth whether such assessment has been paid. Such statement shall be furnished within ten (10) business days after receipt of the request.
- v. Pay any assessment only by check, money order, or other negotiable instrument acceptable to Landlord.

V. Termination - Death of Partner or Spouse. It is understood and agreed that in the event of the death of either spouse or partner, the survivor may cancel the lease at the end of any month provided that the survivor gives at least sixty (60) days' prior notice in writing by certified mail of its intention to do so.

W. Termination - Nuisance. If the conduct of a Tenant is objectionable to Landlord or any Tenant, then, Landlord shall give a written warning to Tenant exhibiting objectionable conduct. If such objectionable conduct continues, a second warning will be given to Tenant exhibiting objectionable conduct and a fine of not less than \$200.00 or more than \$500.00 shall be imposed on said Tenant. Landlord shall then have the right to cancel the lease upon thirty (30) days' prior notice in writing from Landlord to Tenant and thereupon the lease shall cease and terminate upon the sixtieth (60<sup>th</sup>) day after the giving of such notice.

X. Termination - Deserting or Vacating Premises. It is expressly understood and agreed that in case the rented lot and improvements thereon shall be deserted or vacated for a period of one (1) year, the Landlord may, if the Landlord so elects, at any time thereafter, terminate the lease and the term thereof, on giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do, and the lease and the term thereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in the lease for the expiration hereof.

Y. Lot Cleaning. Before the time when Tenant is obligated to return possession of the Premises, as that term is defined in the Lease, to Landlord, the Premises must be cleaned of debris and mowed.

## II.

### ADDITIONAL RULES

A. Minors will not be permitted to consume alcohol at the Retreat and the use of illegal substances by any Tenant or their guests is prohibited.

B. All Tenants, their families, visitors, and guests shall conduct themselves with decorum while on the premises of the Retreat and shall not indulge in loud and boisterous conduct that would be considered a nuisance to other Tenants or Landlord, and which may disrupt the Retreat and its surrounding community.

C. All posted signs shall be observed. The speed limit on all roads is 10 m.p.h., unless otherwise posted.

D. Fire or other damage with respect to the Retreat and personal injury to Tenants, guests or others and/or damage to their property shall be immediately reported to a Manager.

E. Overnight sleeping is not permitted anywhere in the Retreat, except on a leased lot of the Tenant. Tents are permitted only by pre-approval of Landlord.

F. Radio, television, record players, etc., are to be kept at a volume which will not disturb others. Loud talking, singing, playing musical instruments, etc., after 10:00 p.m. or before 8:00 a.m. is not permitted, except in areas designated for such activities. Except in emergencies, noisy equipment such as generators and auxiliary power units may not be operated after 10:00 p.m. or before 8:00 a.m.

G. Visiting self-contained vehicles' waste storage tanks, when parked on lots must have the outlet plugged. Vehicle waste storage tanks must not be dumped in an ROCKY POINT RETREAT dump.

H. Cutting live woods or plants from the Retreat Common Area is strictly prohibited without the prior approval of Landlord or its Manager(s).

I. Open fires are not allowed anywhere at ROCKY POINT RETREAT. Tenants are not permitted to burn trash or other refuse on a leased lot.

J. No Tenant, other than Landlord or its successors or assigns, shall ever lease, rent or offer for lease or rental any lease lot within the Retreat.

K. No Tenant may sell or offer for sale any merchandise of any sort as a business from a lease lot.

L. No hunting is permitted at the Retreat. Firearms may not be discharged on the Retreat.

M. Designated facilities of the Retreat are used by Tenants and their guests at their own risk.

N. Landlord or its Manager(s) has absolutely no responsibility or liability for any injury, property damages, or other loss suffered by or caused by a Tenant or their guests.

O. Landlord or its Manager(s) may use any unoccupied lease lot at any time for whatever purpose it desires in accordance with these Rules, including but not limited to social activities held to promote the rental of any lot.

P. The Landlord or its Manager(s) assumes no responsibility for personal property left on the Retreat, in or around any recreational facility.

Q. Landlord, its successors and assigns, reserves the right to develop additional phases within the Retreat.

### III.

#### USE OF ADJACENT PROPERTY

Tenant understands and agrees that the property over which Tenant is allowed to wander consists of approximately 14.99 acres upon which Tenant and other Tenants' living facilities are located. Said property is surrounded by Rocky Point Agricultural Property. Landlord, at Landlord's sole discretion, will provide Tenant a Waiver, which must be signed for use of the area known as Rocky Point Wildlife Property.

### IV.

#### VIOLATION PROCESS

Any violation of these Rules of ROCKY POINT RETREAT will result in the following procedure:

1. Written Warning - A written, email or printed, warning will be delivered to violator by Landlord/Manager and violator will sign receipt acknowledging delivery of same. If violator refuses to sign receipt acknowledging delivery of warning, same will be sent to violator via certified mail and cost will be deducted from Tenant's Security Deposit.

2. Fine - A fine of not less than \$50.00 and not more than \$500.00 will be levied for any violation. If the fine is not paid and violations continue, the violator's lease will be terminated by Landlord

### V.

#### WATER

A. Description of Water Rules. ROCKY POINT RETREAT is a Transient Non Community Public Water System (PWS) and owns its own well. ROCKY POINT RETREAT is monitored by TCEQ (Texas Commission on Environmental Quality) and is required to send a sample to the State of Texas once a month and adhere to other requirements. As a PWS we are required to write a Drought Management Plan, consisting of 3 Response Levels.

Level 1 - Drought Advisory

Level 2 - Moderate Drought

Level 3 - Severe Drought

As a precaution before having to implement any of these Responses, we will follow these few simple mandates:

1. Tenants shall choose a grass that is “Drought Resistant Grass” if they intend to have a lawn.
2. In order to water a lawn, trees, shrubs or any other plants, Tenant must have drip, soaker hoses, or sprinkler on timers. No “in-ground” sprinklers are allowed.
3. When Drought Responses must be implemented they will be spelled out and expected to be followed.
4. Enforcement of Drought Responses will be as stated in Section B, “Enforcement” and reported To TCEQ for violation of drought restrictions.

B. Enforcement. **NOTE:** This section corresponds with Section III of the “Model Drought Response Plan: Information Guide” from “Drought Management Toolkit for Public Water Suppliers” in Texas.

1. No person shall knowingly allow the use of water supplied by the ROCKY POINT RETREAT for any purpose that is contrary to the provisions as stated within these Rules without the approval of the Owners/Managers of ROCKY POINT RETREAT.

2. Any person found in violation of the said provisions contained in this plan will be warned and if continues to violate the provisions, will be fined not less than \$50.00 and not more than \$500.00 for each offense after the initial warning. Each day after the initial warning is issued will constitute a separate offense and be fined accordingly.

3. Lease will be terminated if any person is found to have more than three (3) separate offenses. It is left to the discretion of the water supplier to evaluate each offense and determine if the lease should be terminated.

Rules drafted: May 17, 2017; Amended March 1, 2018.

I(We), the undersigned, acknowledge receipt of and agree to abide by these rules.

\_\_\_\_\_  
Lessee

Dated: \_\_\_/\_\_\_/\_\_\_\_\_

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Lessee

Dated: \_\_\_/\_\_\_/\_\_\_\_\_