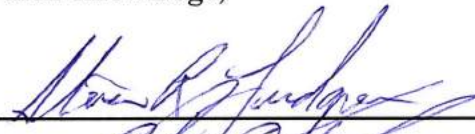



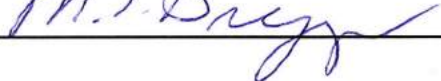


**RESOLUTION OF THE
LEWISVILLE WATER'S EDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.
BOARD OF DIRECTORS
REGARDING ADOPTION OF THE CONSOLIDATED REGULATIONS AND USE
POLICY of the AMENITY CENTER and POOL AREA**

WHEREAS, the Lewisville Water's Edge Condominium Owners' Association, Inc, (Association) Board of Directors has authority pursuant to its Declarations and By-Laws (Governing Documents) to adopt these consolidated, previously approved Rules and Use Policies, related to the Amenity Center and Pool Area.

This is to certify that the foregoing document has been reviewed and adopted by the Board of Directors and effective the 23rd day of March 2021, until such date hereafter, as it may be amended, rescinded or revoked.

The below Board of Directors, by their signature, attest that the above statement is true and correct to the best of their knowledge;

Steve Lundgren, President		Date: <u>3/23/21</u>
Michele Greer, Vice-President		Date: <u>3/23/21</u>
Mona Leo, Secretary		Date: <u>3/23/21</u>
Richard Arnold, Treasurer		Date: <u>3.23.21</u>
Mark Bregenzer, Member-at-Large		Date: <u>3-23-21</u>



**LEWISVILLE WATER'S EDGE COA, INC.
LEWISVILLE WATER'S EDGE II COA, INC.**

AMENITY CENTER & POOL AREA REGULATIONS AND USE POLICY

Updated and adopted by the
Lewisville Water's Edge Condominium Owners' Association, Inc. Board of Directors
On
March 23, 2021
(corrected 4/29/21)

Table of Contents

Introduction	1
Facilities	1
General - Lakehouse	1
Specific - Lakehouse.....	1
Guests	1
Number of Guests.....	3
Number of Guests - Variance.....	3
Age Restrictions for Health and Safety	3
Disturbances Prohibited	4
Glass Containers Prohibited	4
Suspension of Privileges.....	4
Additional Rules for Pool Area	4
Reservation of Pool Area	4
Variance to Pool Reservations	5
Release.....	5
Risk.....	5
Lakehouse Usage Inspection Checklist	6
Amenity Location Diagram	Exhibit B

INTRODUCTION

This Amenity Center & Pool Area Regulations and Use Policy is a consolidation of the original and existing, as amended, Rules and Use Policies as they relate to the Amenity Center and Pool Area facilities. The Facilities are located on the property belonging to Lewisville Water's Edge Condominium Owners Association, Inc. (aka, Lot 1). The location of the Facilities is more accurately depicted on the diagram at the end of this document labeled as Exhibit B.

The Facilities are for use by Members and Guests of Lewisville Water's Edge Condominium Owners' Association along with the shared use by Members and Guests of Lewisville Water's Edge II Condominium Owners' Association (aka, Lot 2) in accordance with the provisions contained in the **Amenity Center Easement and Maintenance Agreement and Common Road Maintenance Agreement** (the Agreement), in addition to the established rules and policies set forth below. Although both Associations have their own Governing Documents, the use by both Associations of the Amenity Center and Pool Areas shall be governed by this Document and the Agreement.

Facilities

The Amenity Center components consist of the Pool Area, Fitness Center, and the Lakehouse along with the furnishings (the "Facilities"). The hours of use are established by the Lot 1 Association Board of Directors (also known as the responsible party), which may change from time to time. Hours of use are posted. The use of the Facilities is subject to complying with these Rules and Policies

General - Lakehouse

The Lakehouse is intended for association(s) sponsored functions, social events, and for other activities attended by owners and their guests, lessees and their guests. The Board of Directors has first reservation rights, followed by Chairpersons of standing committees and then by any resident or unit owner for condominium meetings or events. The Board of Directors shall have the authority to restrict the number of times or the purposes for which the Lakehouse may be reserved or used by any person.

At any time, other than when the Association Board of Directors has reserved the use of the Lakehouse or subject to the rights of the Association to reserve the Lakehouse on the following days: New Years' Day, Memorial Day, Fourth of July, Labor Day or a resident(s) has reserved for a private function, the Lakehouse is otherwise open and available for any and all residents to use.

Specific - Lakehouse

- Only owners or tenants under leases may reserve the Lakehouse or Pool Area as long as the unit assessments are current.
- The Lakehouse **cannot be reserved** by a unit owner or resident and in turn lease to or used by an outside party.
- Requests for reservations shall be placed via the Management Company website, not more than 60 days before, or less than one week prior to the event. Reservations are on a first come, first

served basis. The application shall specify the date and time required, number of guests expected, type of function, and duration of function.

- The unit owner or resident reserving the Lakehouse is responsible for the proper handling of his/her guests' conduct, the guests' automobile parking, and clean-up of the Lakehouse along with liability for any damage.
- The unit owner or resident reserving the Lakehouse is responsible for seeing that all functions are held in an orderly manner, so as not to disturb the other unit owners or residents. The unit owner or resident who has reserved the Lakehouse **must be present throughout the duration** of the function.
- No wet clothing is allowed in the Lakehouse.
- No pets are permitted in the Lakehouse.
- There is ***NO SMOKING*** inside or outside the Lakehouse.
- Owners or Residents are limited to **two** reservations per month.
- There is a **\$200.00 refundable deposit** for use of the Lakehouse by owners or residents, due when reserved. The refundable deposit must be paid to Lewisville Waters Edge COA by way of a debit to your owner's account or ACH deposit into the Amenity Center and Pool Area operating account no less than seven (7) days prior to the event for the reservation to be accepted. **The deposit will be forfeited if the Lakehouse is not cleaned up immediately following the function or if the function is terminated for Lakehouse violations. Any cost for damages or repairs that exceed the \$200.00 will be paid by the owner or resident who reserved the Lakehouse.**
- Lakehouse activities are limited to 6 a.m. to 10 p.m. seven days a week.
- All furniture must be placed back in the original position after the function. Also, all rental equipment, furniture, etc. must be returned or out of the room by 10:00 AM the following day. **The Lakehouse must be thoroughly cleaned, including floors and rest rooms.**
- All trash must be taken to and deposited in the dumpsters.
- An inspection of the Lakehouse before and after the function must be scheduled with the management company or COA Board of Directors representative. The deposit will be refunded if the event is not terminated for Lakehouse rule violations nor if there is a need for repair, cleaning, or damages. The management company or the Board of Directors has the authority to forfeit whatever part of the deposit deemed necessary to complete cleaning and/or repairs of the Lakehouse.
- Music played at the Lakehouse **MUST NOT** be audible outside. Any noise including amplified music or other entertainment **MUST NOT** disturb unduly or otherwise interfere with any owner's or resident's full enjoyment or use of his/her unit or unreasonably interfere with the rights, comfort, or convenience of any other owner or resident. Failure of any owner or resident to abate the music or other entertainment when requested to do so shall be grounds to terminate the function and/or entertainment by the management company or COA Board of Directors representative and to request Denton County Sheriff's Department assistance if necessary. **NOTE: One warning will be issued prior to closing the event.**
- No more than **49** people may be in attendance within the Lakehouse, based on Denton County Fire Marshall regulations. To comply with fire codes, all doors must remain

unlocked while the function is in progress. A member shall not admit to said premises a larger number of persons than the premises will accommodate or that can safely and freely move about in the area, whether this number is less than or more than the maximum allowed as stated above.

- Repeat reservations (same hours, weekly, monthly, etc.) by owners or residents are limited to **two times** in a reservation. This is done so all residents have an equal opportunity to use the Lakehouse.
- Use of the Lakehouse for parties can only be reserved by an adult age 21 or older. Teenage parties are allowed only with proof of hiring of security and must be authorized by the Management Company or the Board of Directors to reserve the date. **A legally responsible adult resident must always be present throughout the party.**
- Hanging of decorations or any objects on any painted surface or areas with tacks, staples, or nails is prohibited.
- All portions of sidewalks, entries, doors, and all ways of access to public utilities of the premises shall be kept unobstructed and shall not be used for any purpose other ingress to or egress from the Lakehouse.

Guests. Except for Tenants under a lease, a non-Owner may not use the Facilities unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care, safety and well-being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to immediate termination by the Board of Directors if the Governing Documents or these Rules are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

Number of Guests "With respect to each unit, the Owners of such Unit, at any one time, may not have more than 5 guests (see Variance below) using the Facilities for general use. By reservation through the Manager, functions involving larger numbers of guests may be permitted in the Pool Area or Lakehouse provided, that the number of guests in the pool area or Lakehouse shall at all times comply with the maximum occupancy standards set forth herein. Reserved functions must be confined to the Pool Area or Lakehouse, as applicable."

Variance With respect to each unit, the Owners of such Unit, at any one time, may not have more than 10 guests using the Facilities for general use unless the Owner is also present.

Age Restrictions for Health and Safety. In addition to the general requirement that the use of Facilities by minors or legal incompetents be with the knowledge and consent of their parent or guardian, no person under the age of 14 years may be permitted in or around the Facilities at any time unless accompanied by a parent or legal guardian. Other than assistance animals allowed by Legal Requirements, **no animals or pets** are permitted in any Facility at any time.

Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in any Facility at any time. No use of a radio, television, CD player or similar device is permitted in any Facility unless used with headphones so that others are not disturbed.

Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Facilities, except for the Lakehouse.

Suspension of Privileges. The Board of Directors may suspend use of a Facility by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

Suspension for Nonpayment. The Board of Directors may suspend use of a Facility by an Owner or by the Occupants of that Owner's Unit for any period during which Assessments against that Unit are unpaid.

Additional Rules for Pool Area.

In addition to the Regulations and Posted Rules at the Pool Area, the following rules will condition any use of the Pool Area:

- (a) customary bathing attire must be worn in the swimming pool
- (b) street clothes, cutoffs, underwear and nude bathing are not allowed in the pool
- (c) pool furniture may not be removed from the Pool Area
- (d) running, rough play, wrestling, excessive splashing and loud behavior are prohibited
- (e) no person under the age of 14 years may be permitted in the Pool Area without a supervising adult present.
- (f) children who are not toilet trained are not permitted in the swimming pool without proper swim diapers.

Reservation of Pool Area. "The Pool Area may be reserved through the Management Company's website for a specific date as described below. The Association may charge a fee for the reservation and use of the Pool in addition to the refundable deposit"

In addition to the above Rules and Policies, including age and guest limitations, the following rules will condition use of the Pool Area:

(a) **Reservation.** The Pool Area may be reserved through the Management Company's website for a specific date not more than 60 days prior or less than one week prior to such date. Owners or Lessees are limited to a total of two reservations per month. The Association may charge a fee for the reservation and use of the Pool Area in addition to the refundable deposit.

(b) **Use or Function.** In connection with a reservation, the Association may require the Owner or Lessees to describe the purpose for which the Pool Area will be used. The right of Owners to reserve the Pool Area for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

(c) **Cleaning.** An Owner or Lessee who has exclusive use (see Variance below) of the Pool Area must restore the Pool Area to a neat and clean condition within two hours after the end of the period reserved or no later than 6:00 a.m. the next day following an evening use. The Association shall have the right to require a deposit in connection with an Owner's reservation of the Pool Area and if the condition of such Pool Area or is not satisfactory upon Manager's inspection, the cost of cleaning or repair will be deducted from such deposit. A minimum deduction by the Association for cleaning or repairs may be set by the Board of Directors.

Variance to Pool Reservations

"The allowed reservation times for pool parties shall be between the hours of 10:00 a.m. and 10:00 p.m. A properly reserved party will be allowed exclusive use of the cook top and the covered area for a set amount of time which will be stipulated in the reservation form when returned to the Owner. The maximum number of occupants for a reserved party at the pool is 20. No reservation for the Lakehouse or pool area will be processed or approved until the \$200.00 refundable deposit is made. Owners must authorize the Association to collect the deposit by adding applicable charges to the Owner's account. Mailing in a check for **the deposit** will no longer be accepted. Any costs for cleaning, breakage, damage, or other costs or expenses relating from or to the Owner's use of the Facilities (including the actions of any guest and/or invitee of the Owner) will be placed on the Owners account and shall be immediately due and payable to the Association. Any Owner who uses the pool or Lakehouse without obtaining approval through the proper reservation process will be subject a \$200.00 non-refundable fee which shall be added to the Owner's account. **All charges and costs shall be added to the Owner's account and is due and payable within ten (10) days. Charges are subject to collection in the same manner as monthly assessments when not paid on time.**

Release. Although all Owners, guests, and invitees may be required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. **THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.**

Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

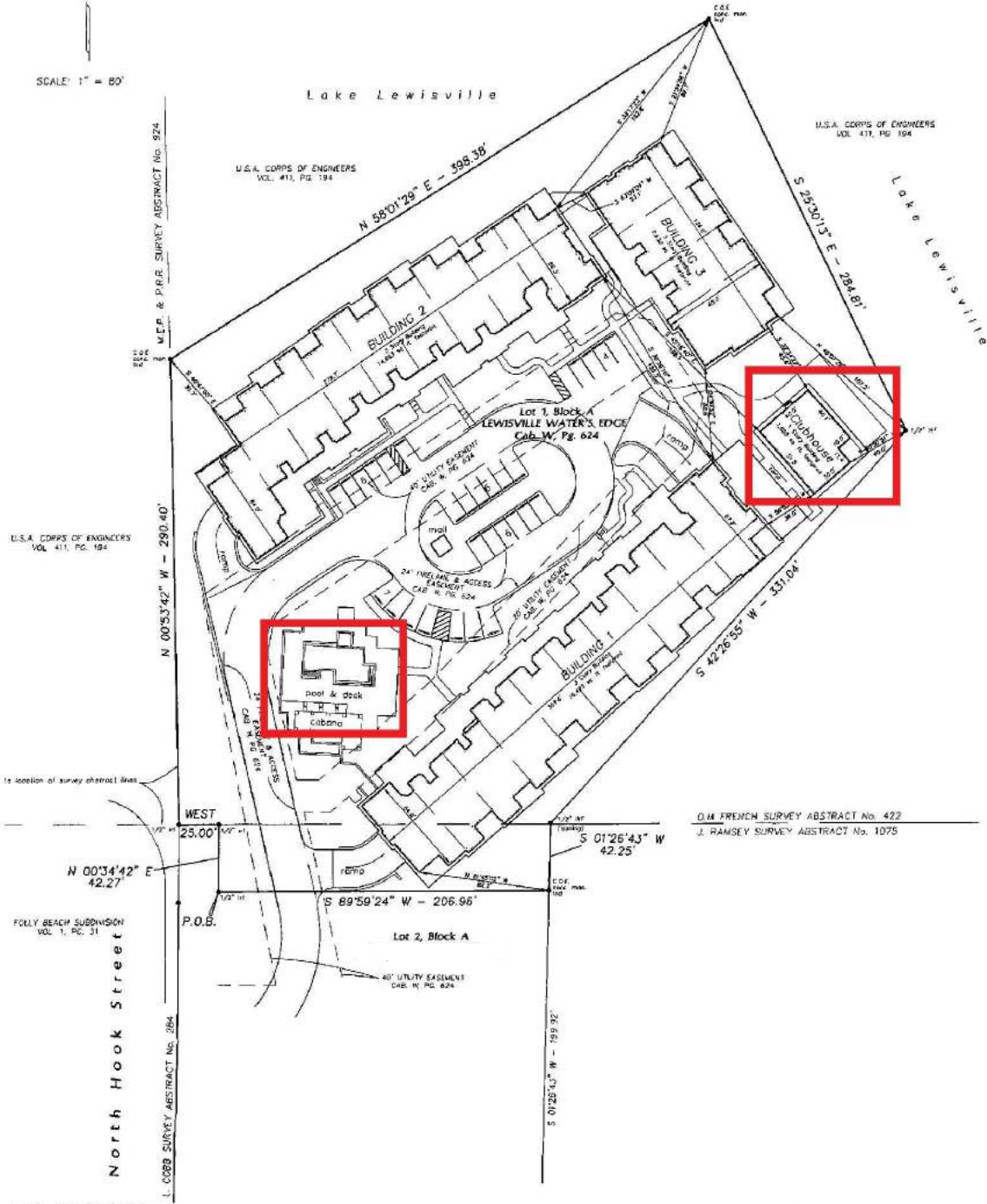
The Board of Directors desires to adopt procedures that will make the use of the Facilities easier while still adhering to certain rules and protecting the property of the Association and maintaining every Owner's right to use of the Facilities either individually or corporately. Rules and Variances are subject to change as the Board continues to review the best way to address and implement rules and regulations that will provide the needed governance and yet remain fair and equitable toward all.

Lakehouse Usage Inspection Checklist

Area	Pre-Event Inspection	Post-Event Inspection	Notes
Furniture			
Restrooms			
Kitchen Counters			
Refrigerator			
Microwave			
Kitchen Supplies			
Floors			
Walls			
Doors, Windows			
Stove/Oven			
Television/Television Equipment			
HVAC and Lights			
Trash			
Porter Supply Closet/Supplies			
Fire Extinguisher			
Signed Covid-19 Release Forms/Waivers	(YES) or (NO)		

Additional Notes:

EXHIBIT "B" WATER'S EDGE CONDOMINIUMS SITE



DATE 04/26/2007
Project No. 06143

Amenity Center and Maintenance Easement Agreement for Lewisville Water's Edge Condominium Homeowners' Association Inc., Denton County, Texas and Lewisville Water's Edge II Condominium Owners' Association Inc., Denton County, Texas