The Shores 5200 Lake Shore Lane LM Warren, LLC

Your Property Address:

Your Name 5200 Lake Shore Lane, Lot# Denton, TX 76208

General

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

The Guidelines help to keep The Shores beautiful, safe and long lasting for you, our Homeowners. The guidelines below are written to ensure you always feel at home.

Please read the rules. They are simple and straightforward. Most of the guidelines help homeowners when they move in, build something, change something or need information.

Living at The Shores should be easy. Just remember these three items and most of the other guidelines will only be used on special occasions.

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

SAFETY

The Shores is a water front community.

The Shores does not provide a lifeguard or any safety equipment along the lake. This is Army Corp of Engineers Property. Please be very care if you walk near the water.

Rent

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

Tenant Web Access (TWA) system is the best way to pay your lot rent. It is free and sends your money directly from your bank account to ours. You can schedule a monthly payment or do a payment each month manually.

The first time you use TWA, when you completed your application you setup your email and password. This will allow you to enter and set up your payment settings.

Other Ways to Pay: On TWA you can pay via Credit Card. <u>It is not free</u>. If you choose to pay with your credit card there is a convenience fee that you pay at the time of payment. This is a third party payment system- we have no control of this fee.

Check - You can mail a check monthly. Make your checks or money orders out to The Shores, mail all payments to:

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

Payment Schedule, Late or Penalty Fees

1st of the month rent is due.

6th \$25.00 late fee posted to account when payment not received or made in full. *Mailed checks must be postmarked before the 6th to avoid a late fee.

Late payment can result in delinquency letter sent to your mortgage company and resident will receive 10-Day Cure Notice via mail/email and a text or phone call is sent. 20th- If payment in full is not received or contact made with the bookkeeper/management the eviction process will commence.

*\$25.00 Service Charge on All Returned Checks or payments.

Rules/Regulations

L. <u>Lot</u>

Definition of your home sides- Front-is the part that is closest to the parking area. Backis where your back door is. The end of your home is the area farthest from the parking.

Lots at the Shores vary is size and lines. In general the width of your lot extends 5 feet out from the side of your home where the backdoor is. This gives you the required fire exit from your home and allows for maintenance for that part of your home. All other activity should take place in your front yard on the entry side of your home. This makes everyone's front yard private and separate. Your front yard extends to within 5 feet of the next home.

A. Home lots (spaces) are non-transferable. No resident shall rent or sub-let his/her home. All homes will be owner occupied.

B. Only one family shall occupy a home.

II. Lot Maintenance

A. Lawn must be kept mowed, edged, watered. Lawns will be checked each week. Any lawn with tall grass will be given notice to be mowed within 5-7 days. If not completed by resident, management will have service done and charged to your account- minimum charge is \$30.00, larger lots and added services (trimming) will be additional fee.

C. No visible trash or storage outside of home or shed, including the porch.

D. All trees are a privilege of the Shores. Homeowners are responsible for trimming the trees on their lots. The Shores are not responsible for damage caused by trees or branches.

E. All trees are permanent fixtures of the Shores and shall not be removed without permission of management. Notify management if trees become ill or die.

F. Leaf clean-up, branches, foliage- shall be bagged for trash pick-up. Leaves are not to be blown on the Army Corp of Engineers property/ by the lake.

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

G. There are no burning of leaves or branches. Burning of trash or debris in barrels or bulk are not permitted in the community.

H. Yard should be clear of storage and debris before each night.

I. No Fences are allowed. Only small garden/perimeter/border fencing is permitted. This would be 18 inches or under. No exceptions.

III. <u>Utilities</u>

All utilities at The Shores can be contracted for through the listed vendors. Homeowner's refer to above phone listing.

CSWR supplies the water at The Shores. If you have any questions or problems with water, call CSWR-phone listed. **Please make sure you provide them with text/phone and email for water alerts if needed**.

IV. <u>Trash</u>

- A. All garbage will be placed in the provided container with lid closed.
- J. No restricted items shall be put in the container (paint, batteries, chemicals etc.).
- K. Only household trash accepted.
- L. The container will be kept out of view behind your porch or behind the home.
- M. On trash day place the containers on the concrete not on the grass.

N. Please check with your waste management company regarding bulk pick-up days for leaf, branch and other large item pick-ups.

V. <u>Home & Accessories</u>

A. Keep your home in good condition.

O. Professionally skirted. And in good repair.

P. Permanent stairs and/or deck to be installed within 30 days of home install.

Q. All painted to match with approved color (re-paint color must be approved if different than original).

R. No foil or reflective back coverings in windows.

S. Windows properly curtained or shades in good condition.

T. Only **one** storage shed per lot is allowed. The maximum size 12x16, must be in good condition.

VI. <u>Outside Improvements</u>

A. Any/all outside improvements must be pre-approved by The Shores (carport, porches, awnings, concrete pads, sheds). Complete an **Architectural Change Form** (available from park manager) for any improvements desired. Complete and turn in the form to management for forwarding for signature and approval. The Shores manager/representative will sign and copy your plans then return a copy to you when approved.

B. All carports will be metal in construction. Carports will be flat in shape. No rounded sides.

C. Deck – treated lumber or better, with minimum front porch area of 4x8' and the back porch a minimum of 4x4'.

D. All concrete additions shall be a minimum 4" thickness, factory mix (no saccrete) with 3/8 steel drilled and tied to existing concrete.

E. No outside antennas.

F. Dish must be mounted to the side or top of your home. No ground installs permitted.

G. Only outdoor patio type furniture allowed outside home (no freezers, couches, washers, etc.)

H. Only <u>one</u> storage shed per lot is allowed. The maximum size 12x16, must be in good condition.

U. No Fences are allowed. Only small garden/perimeter/border fencing is permitted. This would be 18 inches or under. No exceptions

VII. <u>Vehicles</u>

A. Motorcycles are prohibited except for the purpose of entry and exit.

- V. No go-carts.
- W. No street vehicles without <u>current</u> license plates.
- X. No non-operating vehicles are to be stored on lots.

Y. All vehicles will park in provided space on lot. No cars are allowed off the pavement.

Z. Improperly stored/parked vehicles will be towed at owner's expense.

AA. No overnight parking in the street. Vehicles will be towed at owners expense.

BB. Residents allowed only two vehicles in The Shores (a third vehicle is allowed only if your concrete parking pad is 30 feet wide.)

CC. No excessive oil dripping on the drive.

- DD. No maintenance on vehicles allowed on pads in The Shores.
- EE. Follow posted and recommended Speed limit of 10 MPH.
- FF. No boats, campers, RV's allowed to be stored in The Shores.

VII. <u>Trash</u>

- A. All garbage will be placed in the provided container with lid closed.
- GG. No restricted items shall be put in the container (paint, batteries, chemicals etc.).
- HH. Only household trash accepted.
- II. The container will be kept out of view behind your porch or behind the home.
- JJ. On trash day place the containers on the concrete not on the grass.

KK. Please check with your waste management company regarding bulk pick-up days for leaf, branch and other large item pick-ups.

VIII. <u>Pets</u>

- A. The Shores reserves the right to restrict both the number and types of pets allowed.
- LL. No more than a total of <u>two</u> pets allowed.
- MM. No dangerous animals which include Pit Bulls, Doberman Pinscher, and Chows.
- NN. Only house pets will be allowed.
- OO. Each pet must be licensed and have recommended vaccines.
- PP. All pets are to be on a leash when walking in the community (No exceptions).
- QQ. No dog house or dog runs allowed.
- RR. Excrement must be picked up immediately and disposed of properly.
- SS. No pet can be tied up outside or left unattended.

TT. Pets that cause disturbances, threaten or annoy neighbors are not allowed to stay in The Shores.

IX. Children & Guests

A. Guests are allowed up to 14 days. Any guests beyond 14 days needs to be registered at the office.

UU. Any person not listed on the application is considered a guest and may not stay in The Shores for more than 14 days. Anyone staying longer than 14 days must be registered with the manager.

VV. Guests are entirely the responsibility of their resident host and must comply with the community regulations as set forth.

WW. Visiting children must be under adult supervision at all times.

XX. *Adults staying beyond a month need to be added to the office listing of residents. They are required to <u>successfully complete the application and pass the required back</u><u>ground check.</u>

X. <u>Proper Conduct</u>

A. Âll U.S., County, City and State laws will be enforced.

YY. Unlawful acts will be grounds for eviction from The Shores.

ZZ. It is the resident's responsibility to help keep The Shores a pleasant, safe, and desirable place to live.

AAA. Name calling, finger pointing, and disruptions to normal living conditions will not be allowed in The Shores.

BBB. If your family or friends affect the safety or comfort of others, you will not be welcome in The Shores.

- F. We, The Shores, LM Warren, LLC as a privately owned and operated entity reserve the right to <u>not renew</u> any Lease Agreement for unwanted or inappropriate behavior.
- G. We encourage any resident who feels threatened or that there is a danger to themselves or someone else to immediately call 911.

XI. <u>Warnings and Violations Process</u>

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

1. <u>Verbal notification</u>. We will first contact you in person, via phone or email letting you know what is being asked to change or correct.

2. <u>First Warning</u>. If after a given amount of time, no change or contact with management regarding the change has occurred we will send you a written notification stating what you are asked to do and why (reason or rule), the amount of time to complete it in and who to contact if you are unable to do this.

3. <u>Final Warning</u>. If no change has occurred and no contact has been made with management to notify them when this will be done, we will send you a final written warning. This will include what can/will happen if changes/or request is not completed. Consequences can include but are not limited to - 1) management hiring someone to complete the changes and billing the resident.

2) notice of non-renewal of lease for other than non-payment of lease/rent (eviction).

Indemnification

Resident hereby agrees to indemnify and hold The Shores, LM Warren, LLC harmless for any injury or death to any person or damage to ANY property arising out of the use of The Shores by resident, resident's family, agents, employees, guests or invitees. The Shores shall not be liable to lessee for any families, guests or invitees. resident agrees to pay The Shores for any damages caused by resident, resident's family, guests or invitees. The Shores, LM Warren, LLC is not responsible for damage, injury or loss by accident, theft, fire, wind, flood or act of God, or any other cause whatsoever to either the property or persons of and resident or guest.

Management will not act as mediator in any disagreements or arguments, and if there is any questions as to whom the offenders are, the management of The Shores has the right to request that all parties involved leave The Shores.

Modification of Rules and Regulations

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

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

Resident, Lot Number

Date

The Shores Representative/Agent LM Warren, LLC

Date