

**The Waters**  
**105 Waters Way**  
**Nevada, TX. 75173**

Welcome to The Waters Tiny Home Community

**The Waters, RV at the Lake, LLC is a privately owned and operated property. It is a residential neighborhood for those age 55 and older. No children can reside at The Waters.**

The Fair Housing Act allows this restriction by age. It states that we must prove that 80% of the homes have one person age 55 or older residing there. It also states no children are allowed. A child is someone less than age 18.

20% of our homes are not required to have a person 55 or older in residence.

These Guidelines are enforced to provide a safe, clean and friendly community for your enjoyment. The guidelines and rules below are written to ensure you always feel at home. Please read the rules carefully. They are simple and straightforward and intended to help home owners with everyday questions regarding moving in, build something, change something or moving out.

Living at The Waters should be easy. Just keep these three items in mind:

Pay your rent on time.If you can't, please notify us of your plans for payment.

Keep your lot clean and your home in good repair.

Respect the rights and privacy of others.

### **Safety**

The Waters has a lovely lake centerpiece. The water is deep. No lifeguards or safety equipment are provided. Please be careful when fishing and walking along the lake front. No swimming is allowed.

### **Rent/Payment**

Paying your lot rent is easy. At the top of our website, **thewaterstx.com** you will see a selection for Tenant Web Access (TWA). Using this link will allow you to pay your rent or check your balance at any time. You access this by phone or on your computer.

When you completed the Rental Application, you created your login to TWA with your email address and a password. TWA will allow you to enter your preferred payment settings. If you do not remember your password, you can reset it.

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

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

The Waters also accepts lot rent payments via check or money order. Please make your checks payable to The Waters and mail for a timely arrival to:

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

## **Payment Schedule, Late or Penalty Fees**

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

On the 6th of the month, a \$25.00 late fee will be posted to an account when payment has not been received or not paid in full.

Resident will receive 10-Day Cure Notice via mail/email and a text/phone call from the Operations Manager. Late payment can result in delinquency letter being sent to your mortgage company, if applicable.

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

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

## **I. Home Requirements**

### **1. Decks/Stairs and Outside Improvements**

A. All homes and sheds must have permanent safe stairs for entry and exit. Temporary stairs are allowed, only for the first 30 days from move in date. Cinder block stairs are not approved.

2. All concrete additions shall be a minimum 4" thickness, factory mix (no Sakrete) with 3/8

steel drilled and tied to existing concrete.

**\*Architectural Change Request Form is Required for any/all permanent changes to your property. This must be submitted and signed as approved by management prior to any changes occurring. Forms are available in the office. When in doubt- give us a call.**

3. Keep your home in good condition.
4. Interior window coverings are recommended.
  - A. No foil or back coverings in windows.
  - B. No Reflective coverings.
5. Skirting is required on all the homes, stairs and sheds.
  - C. It must be professionally installed within 30 days of moving in.
  - D. Material must match the home's exterior. Paint should coordinate with home.
  - E. No lathing, lattice or see through skirting allowed.
6. Home Address numbers need to be posted clearly on your home, visible from the front.
7. Antennas/Flags and Flag Poles
  - A. Antennas must be attached to the home.
  - B. No stand alone poles.
  - C. You are limited to 2 regular sized flags (USA flag, State flag or Military affiliation flags) to be displayed from your porch or shed via flagpole mounting brackets. Please make sure their positioning does not obscure or hit your neighbors home. In ground mounted flag poles are not allowed at this time.
  - D. We do not allow For Sale Signs in your lots or posted in windows. We encourage you to pick up information from the front office regarding the selling of your home.
  - E. Yard signs are limited to garden size flags (12 x 18 inches) displayed in your garden or in potted planters on your deck, porch or yard.

## **II. Lot Usage**

1. Home lots (spaces) are non-transferable.
2. All homes will be owner occupied.
3. No resident shall rent or sub-let his/her home at The Waters
4. Residents have the right to sell their homes within The Waters\*.

\*However, the prospective purchaser must complete an application and all adult prospective residents of the home must pass a background check prior to becoming a resident of The Waters. Please see the community manager for additional information.

## **III. Lot/Yard**

Your lot is defined by the placement of your home. Please verify with the office your lot specific space dimensions. There will be a minimum 3 foot easement on one side where there can be no obstructions or decor.

1. All plantings, landscaping and their care are the responsibility of the Homeowner.
2. The planting of sod, plants and flowers is encouraged. All flower beds should be kept clean.
3. The Waters performs mowing services on a regular basis. If you do not want us to mow your lawn- please go to the office to sign a waiver and obtain a sign to be displayed on your property. You are then responsible for mowing and maintaining your lawn to a similar standard to what is being provided. No tall weeds, please edge and mow regularly.
4. Every week the yard will be checked. Any irregularities will be reported to the homeowner. You must notify The Water's management of your planned corrections.
5. Corrections not completed will be completed by The Water's and billed to the homeowner. This includes mowing if you have signed a waiver. If your lawn is too tall the day of mowing, we reserve the right to mow to the correct height.
6. The planting of trees must be pre-approved by the management.
7. Outdoor furniture and patio chairs are allowed in the yard.
8. Storage sheds must be pre-approved by the management. An Architectural Change Form is Required.
  - A. There is a limit of one shed per lot.
  - B. Size will depend on the lot size, available space and placement.
  - C. The acceptable sizes of sheds are 10x16, 12x14 or smaller.
  - D. No metal sheds are allowed. No plastic (Rubbermaid) sheds are allowed.
  - E. Sheds must be constructed of same material and must match the home's exterior. Paint/ stain should coordinate with home.
  - F. All sheds and elevated decking are required to have matching skirting. No lattice is allowed as skirting material.
9. We allow dog fences, Architectural Change Request Approval is required. Only approved vendors can be used to install and purchase fencing from.

\*The fences are vinyl white and 3 feet high. An Architectural Change Form is required before purchase and placement. They can be placed in your yard and extend from inside the front corner of your home and extend to within 3 feet of your neighbor's home. Then extend down and back in to a point inside the back corner of your home.

10. Only constructed fire-pits, outdoor fireplaces or safe fire features are allowed.
11. There is no burning of trash or leaves allowed on community property.

#### **IV. Utilities/Trash**

1. Your electric can be contracted for through listed vendors.
2. Water and sewer is billed by The Waters. Meters are read on the 15th of the month. Please do not obstruct your water meter box access. These are green lids, usually located on the ground on the side or back of your home.
3. All garbage is to be placed in your provided container with lid closed.
4. Only household trash is accepted.
5. No restricted items shall be put in the container. (paint, batteries, motor oil etc.)
6. The container is to be stored out of view, behind the home.

7. On trash day place the container on your parking pad, not on the grass.
8. There is no burning of trash or open flames, leaf burning allowed on community property.
9. The Waters provides a dumpster for larger items or extra trash for your use. It is located behind the tree line, next to the Utility Shed and Community Gardens.
10. Dumpster trash can only be accepted up to the top ledge of the front of the dumpster. The lids must securely close in order for the trash to be picked up. Please do not overfill or dispose of illegal substances in the dumpster.

## V. Vehicles

1. Residents are allowed only two vehicles in the community.
2. All vehicles are to be parked in provided pad on lot.
3. Golf Carts are allowed, must be stored in your lot parking pad.
4. Improperly stored/parked vehicles will be towed at owner's expense.
5. No maintenance allowed on pads in the community.
6. Follow **Posted and recommended Speed limit, if none posted- 10 MPH.**
7. Please, No parking on the grass.
8. No overnight parking in the street. Move guest vehicles to the front parking area if needed.
9. No go-carts.
10. No non-operating vehicles to be stored on the property.
11. No boats, extra campers, additional RV's allowed to be stored/parked in the Waters, except for trip/transport preparation.

## VI. Pets

1. **The Waters reserves the right to restrict both the number and types of pets allowed.**
2. No more than a total of two pets allowed. Service animals are allowed in addition to pet number. Forms must be submitted to the office.
3. Only house pets will be allowed.
4. No dangerous animals which include Pit Bulls, Doberman Pinscher, and Chows. We reserve the right to decline any pets deemed dangerous.
5. Each pet must be licensed and have recommended vaccines and have vaccines maintained on a regular basis.
6. Pets are to be kept within the residents home except when the resident is walking the pet or visiting the dog park.
7. **All pets are to be on a leash when walking in the community. No exceptions.**
8. No dog houses or dog runs allowed.
9. Pet waste needs to be picked up immediately and disposed of properly in your trash.
10. **No pet can be tied up outside or left unattended.**
11. **Pets that cause disturbances by barking, howling or annoy neighbors are not allowed to stay in the community.**

## **VII. Dog Park Use**

The Waters, RV at the Lake, LLC- is not responsible or liable for accident, injury, veterinary or medical costs or any loss caused while visiting or using the dog park.

1. Owners must remain with their dogs at all times in the dog park.
2. Water is available for the dogs in the enclosed area. Please provide your own dog dish/receptacle.
3. Remove all waste or debris your dog may leave in the area. Dispose of properly in trash receptacle.
4. You are responsible for your pet at all times anywhere in the community including in the dog park.

## **VIII. Lake Use and Walking Trail**

The Waters is not responsible or liable for accident, injury, medical costs or any loss caused while using the walking trail, pier or bridges.

### **Dangerous Deep Water. No Lifeguard on Duty.**

1. No swimming or boating is allowed.
2. Watch children/minors at all times on the pier, bridges and surrounding areas.
3. This is a catch and release pond. Fishing is permitted.
4. There is wildlife surrounding the rough brush and surrounding areas. Do not feed, catch or disturb the wildlife.

## **IX. Amenities: Clubhouse, Laundry, Patio/Grill**

The Clubhouse is available for all residents enjoyment and use. Informal gatherings, game nights, classes, and television use are encouraged. You are free to reserve or just come in and use the clubhouse at any time. If it is for a group activity we strongly encourage you to go to the office to complete a use/reservation form to hold it for you.

The Clubhouse is also a place of business from 10:00 am - 5:00pm. Please be respectful of noise volume if meetings are in progress in the office.

1. Please remember to leave the room, kitchen just as you found it for all residents enjoyment.
2. Bring your own beverages, food and supplies for your events. Water, beverages and other items stored in the refrigerator are not for general consumption.
3. You may use utensils and appliances that are stored in the kitchen and cabinets. Please wash and replace after use.
4. Laundry room is available for all residents use.
5. Please lock the building after you exit- if it was locked when you entered.
6. Please do not leave your laundry unattended.

7. If there are any issues with washers/dryers functioning, please notify management.
8. Always leave the washer and dryer you have used cleaned and ready for the next persons use.
9. Patio/grills- open for all residents use.
10. Please bring and use your own utensils for the grill.
11. Clean the grill, prep areas and coffee tables after use.
12. Leave the grill and surrounding areas clean for the next residents use.

## **X. Children & Guests**

Any person not listed on the application who stays **under** 14 days per month is considered a guest. **No children are allowed to reside at The Waters.**

1. Guests are allowed up to 14 days per month.
2. Any guest staying longer than 14 days must be registered with the office.
3. Guests are entirely the responsibility of their host and must comply with the community regulations as set forth.
4. **Children (anyone under the age of 18) must be under adult supervision on the grounds at all times.**
5. \* Anyone staying regularly **beyond the 14 days per month** must be added to the lease as a resident after completing and passing a background check.

## **XI. Proper Conduct**

It is the resident's responsibility to help keep the community a pleasant, safe, and desirable place to live. You can best do this by following the guidelines and rules as well as all laws.

1. **All U.S., State, City and County laws will be enforced.**
2. **Name calling, finger pointing, and disruptions to normal living conditions will not be allowed in the community.**
3. **If your family or friends affect the safety or comfort of others you will not be welcome in the community.**
4. **Unlawful acts will be grounds for eviction from the community.**
5. **We, as a privately owned and operated entity, The Waters (RV at the Lake, LLC) reserve the right to not renew any Lease Agreement for unwanted or inappropriate behavior.**

We encourage any residents who are in danger or feels threatened or sees someone else in danger to immediately call 911.

## **XII. Warnings and Violations Process**

The management and their representatives are 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 that you receive.

1. **Verbal Notification.** We will first contact you in person or via phone letting you know what is being asked to change or correct and why.
2. **First Warning.** If after a given amount of time, no change or contact with management regarding the change has occurred we will send you a written notification stating what 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. **Final Warning.** If no change has occurred and no contact has been made with management to notify them when this will be done we 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 Waters harmless for any injury or death to any person or damage to ANY property arising out of the use of The Waters by Resident, Resident's family, agents, employees, guests or invitees. The Waters shall not be liable to lessee for any families, guests or invitees. Resident agrees to pay The Waters for any damages caused by Resident, Resident's family, guests or invitees.

The Waters 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 has the right to request that all parties involved leave The Waters.

## **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 be 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 Waters.

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 residence'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 Waters following all Texas State and Governing County Guidelines.

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Resident, Address Date

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The Waters Representative/Agent Date