

LMSOA RV GUEST SPOT POLICY

Last Updated: October 29, 2024

Background: Lake Medina Shores Owners Association (“LMSOA”) wants to maintain a welcoming and family-friendly atmosphere at our amenities, parks and facilities. LMSOA’s Bylaws, Deed Restrictions, and Articles of Incorporation give LMSOA’s Board the authority to implement policies governing LMSOA’s amenities. To maintain these areas for the enjoyment of our members, the Board is implementing this RV Guest Spot Policy effective November 1, 2024.

For the safety and the enjoyment of all our guests, LMSOA asks you to observe the following rules. LMSOA reserves the right to delete from and/or modify these rules at any time without notice.

Highlights:

- ✓ Members, tenants, and members accompanying authorized guests
- ✓ Up to 6 guests per 1 RV per 1 spot
- ✓ Monitored by LMSOA & Policy Enforced with Fines
- ✓ Responsible, legal use of alcohol
- ✗ Non-members, and unauthorized guests
- ✗ Zero Tolerance for trespass, drugs, vandalism
- ✗ Unpaid members
- ✗ Fires or fireworks
- ✗ Inoperable RVs
- ✗ No loose animals

Assumption of Risk: By using any of LMSOA’s facilities, members are responsible for their own actions and for the actions of any or their guests and tenants. Property Owner(s) and Guests must sign the Liability Waiver prior to occupying the RV Guest Spot. RV Guest Spot Waiver is at www.lmsoatx.com.

Access: LMSOA amenities are expressly dedicated to LMSOA property owners (“Members”), their tenants, authorized guests, and family members. Property Owners (“Members”) whose dues are current may use the LMSOA parks and greenbelt. The Member’s authorized guests are entitled to use of the parks and greenbelt. Friends of Members may also be authorized guests as long as they are accompanied by the LMSOA member at all times. Members are responsible for their authorized guests and family at all times.

Residents of property outside LMSOA who are not accompanied by a LMSOA property owner as a qualified guest(s) are not permitted to use the parks and greenbelt. Campground patrons, tourists, or similar individuals do not qualify as authorized guests of LMSOA regardless of whether a LMSOA property owner accompanies them. Campground patrons, tourists, or similar individuals are expressly prohibited from using or accessing LMSOA parks, greenbelt, or RV Guest Spot. Members are responsible for their guests and tenants at all times.

LMSOA may prohibit members from using amenities for delinquent dues if LMSOA meets the notice requirements of Sec. 209.006.8. Office shall check for delinquent dues prior to turning on water or power at RV Spot.

Trespass & Squatting: Non-members, campground patrons, tourists, or similar are expressly prohibited from using or accessing LMSOA parks and greenbelt or amenities. Members are responsible for their guests and tenants at all times including trespassing actions. Squatting on any LMSOA property is prohibited under the deed restrictions and Texas Penal Code. LMSOA will report trespassers or anyone violating this provision to law enforcement.

RV Requirements & Inspection PRIOR to Occupancy:

Dues MUST be current: LMSOA will prohibit members from using amenities for delinquent dues if LMSOA meets the notice requirements of Sec. 209.006.8.

Inspection: RVs are subject to inspection and all RVs must be licensed, currently registered and in running condition to be on property. NO inoperable vehicles allowed. Parking an RV or vehicle that does not meet the requirements may result in the vehicle being removed at the owner's expense. Property owner(s) may be asked to provide proof of ownership.

Sewage and Greywater: RVs must have a functioning RV sewage disposal system and gray water tank. At no time shall gray water, effluent or sewage be emptied on the LMSOA RV spot. Doing so will result in an immediate cost of enforcement levy of \$500.00 and you will be reported to the State and County authorities.

COST PER DAY & PAYMENT TERMS: Reservations must be made in advance and paid in full prior to occupancy of the RV Guest Spot. Stays are limited to a maximum of 10 days.

Cost per night is \$35.00 and covers 4 people per 1 RV per spot. In addition to the 4 people, LMSOA will allow 2 additional guests at an additional charge of \$5.00 per person per night. If you have more than 6 guests, please contact the Office and they will ask the Board. Payment can be arranged with the Office.

All guests at the RV Spot must register, sign a waiver, and provide their full name, phone number, and email address. RV Guest Spot Waiver is at www.lmsoatx.com.

LENGTH OF STAY: Reservations must be made at least 7 days in advance. Stays are limited to a maximum of **10 days**. Guests and owners expressly agree to adhere to the dates of stay specified in their rental agreement. Failure to vacate by the designated check-out time will result in an immediate \$50.00 fine per day; and an immediate ban from LMSOA amenities for up to 1 year. LMSOA will report anyone violating this provision to law enforcement.

CHECK-IN TIME: Anytime during normal Office hours and Visitors must formally check in with the Office. If you arrive after hours, please contact the Office to make arrangements. Contact information and Office hours are available at www.lmsoatx.com.

CHECK-OUT TIME: 12 NOON. Visitors must formally check out with the Office.

QUIET TIME: Quiet time is 10:00 PM to 7:00 AM. Turn out porch lights when you retire.

Gatherings: Social events or large gatherings shall not be held at the RV Guest Spot. Please use the LMSOA BBQ Areas, Pavilion, or Park for such occasions.

Site Standards: No one likes to camp next to a messy site, and a messy campsite can be an open invitation to unwanted wildlife. Campsites should be clean and neat, free of fire hazards and clutter. Customers shall not make any alteration to the electric, water or sewer connections provided by the campground/resort.

Personal Items: Members, tenants, and guests are responsible for their own items, and the items of their guests.

Prohibited Items: No breakable containers, glass, or illegal weapons are allowed on LMSOA property. No firearms or weapons shall be discharged on LMSOA property.

PETS: 2 pet limit. Quiet pets, under control and on a short leash at all times are welcome. Owners are responsible for the disposal of pet waste. Our neighborhood appreciates your consideration. Pets may not be tied up outside unsupervised. Stray pets are subject to collection by animal control officers.

ANY ANIMAL/PET EXHIBITING AGGRESSIVE BEHAVIOR IS PROHIBITED FROM THE PARK. LMSOA has zero tolerance for aggressive animal behavior. All animal/pet DROPPINGS MUST BE PICKED UP, BAGGED and placed in a trash receptacle. Failure to do so will result in a \$50.00 fine.

FIRE SAFETY: Ground fires are NOT allowed on ANY LMSOA property. Ashes in BBQ and pits are the responsibility of the occupant. Failure to comply with fire safety best practices or burning a ground fire will result in an immediate \$500.00 fine. Please note we are under burn bans from time to time and no fires are permitted during burn bans.

Fireworks: Fireworks are strictly prohibited.

Alcohol: Responsible use of alcohol by members and authorized guests over 21 years of age is permitted at LMSOA Parks. Littering is prohibited. Overconsumption of alcohol on LMSOA property will result in the drinker being escorted off the property and given a warning. Any subsequent overconsumption at LMSOA property may result in the drinker being immediately banned from LMSOA amenities for up to 1 year.

ABSOLUTELY NO ILLEGAL DRUGS PERMITTED ON PREMISES: The use or possession of drugs on ALL LMSOA property is strictly prohibited. Anyone using illegal drugs on the property will be prohibited from entering the facility and immediately lose parks and greenbelt access.

SMOKERS: Please do not throw cigarette butts on the ground. Smokers must be aware and responsible for fire safety and their second-hand smoke at all times.

TRASH: Members, tenants, and guests are responsible for their trash. Please DO NOT put garbage out at night. It will attract unwanted critters. Our LMSOA Dump is available for trash disposal. See <https://www.lmssoatx.com/dump> for details. Littering will not be tolerated. Waste containers are provided. Please

notify the Staff if an area needs attention. Leaving trash of any kind on the property will result in an immediate \$50.00 fine or more depending on the damage.

Drainage and Rocks: No one shall interfere with, move, or steal rocks, dirt or materials from any LMSOA property. Moving or taking naturally occurring items from the river or lake bed will be reported to the Game Warden and result in a \$200.00 fine.

Trees and Plants: No one shall never interfere with, trim, cut down, dig up or move trees or plants from any LMSOA property. Moving or taking naturally occurring items from the river or lake bed will be reported to the Game Warden and result in a \$200.00 fine.

RESTROOMS & SHOWERS: Open during Office Hours only. All rules are posted and enforced. See RESTROOM POLICY at <https://www.lms oatx.com/pool>. Waivers must be signed prior to using the Pool or Restrooms.

SWIMMING POOL: Open seasonally only. All rules are posted and enforced. See POOL POLICY at <https://www.lms oatx.com/pool>. Waivers must be signed prior to using the Pool or Restrooms.

GREENBELT & PARKS: All rules are posted and enforced. See <https://www.lms oatx.com/restrictions> for Greenbelt and Parks Policy.

Fines: If incurred, fines will be immediately applied to the property owner's account. LMSOA reserves the right to collect fines from the property owner and the non-owner violator via liens, small claims court, collection agencies, or other legal remedies as appropriate.

LIABILITY:

LMSOA assumes no responsibility for accidents, injuries, or losses from any cause. RV Spot Users assume all responsibility for accidents, injuries, or losses from any cause.

Upon check in you agree that you understand all of LMSOA's policies regarding animals. You agree to take full responsibility, at all times, for any animal you, or your guests, bring into the park. You assume full responsibility and liability for any damage, injury or death you or your guests' animals may cause, whether directly or indirectly. You understand and agree LMSOA is not liable in any way for any damage, injury or death or damage resulting from animals brought into the park, directly or indirectly. You hereby waive all liability to LMSOA, and agree to mediate all claims with the pet owners directly.

This property is privately owned. You accept camping and site usage privileges and other services with the understanding that you and your party do hereby release LMSOA, its officers, employees, and agents of all liability for loss or damage to property and injury to you and/or your party arising out of the use of the LMSOA property, facilities, and services and you agree to indemnify LMSOA, its officers, employees and agents against claims resulting from loss or damage to property or injury to you or your party arising out of the use of the LMSOA property, facilities, and services.

**FAILURE TO COMPLY WITH THIS POLICY MAY RESULT IN FINES & IMMEDIATE
EVICTION FROM THIS PARK. THANK YOU FOR YOUR COOPERATION.**