

RULES FOR USE OF THE HIGHLAND SHORES COMMUNITY CENTER

PROVIDED

3 - 6' Rectangular tables
4 - 60" Round banquet tables
10 - Square folding card tables
60 - Chairs (& 6 chair carts)
Water
Coffee (regular & decaf)
Creamer & sugar
Paper towels
Vacuum, mop, broom & dust pan
Dish soap
Club soda (for use in carpet spills)
Carpet cleaner

NOT PROVIDED

Ice
Cups
Utensils
Napkins
Trash bags (*bring outdoor-size bags)
Dishtowels
Potholders
Salt, pepper & condiments
Tablecloths
Sound system/radio

- **You MUST enter the Community Center through the side door.** The alarm panel is located on the right, just past the double doors to the closet. Be sure to check that all doors are locked prior to exiting the facility. Rear patio doors have additional interior slide bolts that must be secured (located at the top and bottom of the doors). **DO NOT FORGET TO LATCH BEFORE LEAVING.**
- **All tables and chairs are located inside the closet to the right of the alarm panel.** Please wipe down and return to the closet before leaving. Chairs must be put back on chair carts and stacked against the wall. Failure to properly store furniture will result in loss of deposit.
- **Please encourage your guests to empty liquids into the sink prior to placing in the trash.** Leaks from trash bags can result in additional charges and/or loss of deposit.
- **Should a spill occur, please clean it immediately.** There is club soda and carpet cleaner under the kitchen sink.

ANY DAMAGE TO THE FACILITY, CARPET OR FURNISHINGS WILL RESULT IN AN AUTOMATIC FOREFEITURE OF THE DEPOSIT.

- **All personal items must be removed by midnight.** We do not allow storage prior to or after the date of the rental.
- **Be sure to keep all three thermostats on the same temperature.** They are located by the alarm panel, the coat closet and in the hall by the restrooms. Upon exiting the facility, reset thermostat controls to 75 degrees in summer months and 70 degrees in winter months.
- **No balloons of any kind are allowed inside the facility.**

CLEAN UP:

TRASH – Place all garbage in large, outdoor-size trash bags, tie and leave in the kitchen. You must provide your own trash bags. All garbage must be contained inside the bags. Do not leave out loose items, such as boxes. The small, clear trash bags for the restrooms are provided and do not need to be emptied or changed.

VACUUM – There is a vacuum available inside the closet next to the women’s restroom. You are not required to vacuum, as this is part of the cleaning crew’s duties.

MOP – There is a mop and bucket available inside the closet across from the men’s restroom. You are not required to mop, as this is part of the cleaning crew’s duties.

ALARM – You are responsible for properly disarming and arming the system. The code will be provided at the time the key is checked out. **If the alarm is not armed or if it is set off, the Highland Village Police Department will be called automatically. If this occurs, \$50 will be deducted from the deposit.**

KEY – When you are ready to leave, ensure all doors are locked, set the alarm, exit through the side door and lock the facility. There is a metal drop box on the front porch. Be sure to drop your key in there when your rental is complete.

The cleaning crew is scheduled to come between midnight and 8 A.M. the following day. All personal items must be removed by midnight or will result in a forfeiture of the deposit and charged as a second day’s rental. The Community Center must be restored to the proper conditions after each use. Your assistance in expediting these procedures is appreciated.

HIGHLAND SHORES POOL RULES AND REGULATIONS

(REVISED 7/20/20)

The pools are for your enjoyment. Cooperation of all members is essential to make the swimming pools fun, safe and sanitary for everyone. Residents must advise their children and guests of pool rules and etiquette must be observed at all times.

NO LIFEGUARDS ON DUTY. MEMBERS AND GUESTS SWIM AT THEIR OWN RISK.

POOL MONITOR is fully authorized to interpret and enforce all pool rules. Failure to abide by monitor's direction may result in temporary suspension of all privileges in pool areas. Continued disregard of pool monitor's instruction will be grounds for permanent suspension for the current season and will be referred to the Board of Directors.

RESIDENTS must work cooperatively with monitors in enforcing the rules for the safety of everyone.

The pool is considered closed when the pool monitor is not present. No one shall swim when the pool is closed; anyone in the pool before or after hours shall be considered a trespasser (with exception of the swim team). Police will be notified of all trespassers, and the Highland Shores Owners Association will prosecute to the fullest extent of the law.

Children who cannot swim, or are under 13 years of age must be accompanied by an adult (18 years or older) at all times. Children 13 or older may attend alone provided they can swim. Arm floaties, life jackets and infant floating seats are permitted only when the parent is in the water and within arms reach of the child.

No water guns or water balloons are allowed in the pool area at any time. No **regulation** balls of any kind (footballs, basketballs, soccer balls, baseballs, etc.) are allowed in the pool area at any time.

The pool is for the exclusive use of the residents and their invited guests, subject to these rules.

The toddler pools are designed primarily for use by pre-school age children with constant adult supervision. Adults and other children shall not use the toddler pool in a manner which interferes with its intended purpose.

NO DIVING permitted at any time.

NO DIAPERS permitted in swimming pools. Little Swimmers pants are required for babies and small children.

The phones at the swimming pools are for emergency use only.

NO SMOKING INSIDE THE POOL AREA OR WITHIN 15 FT. OF ANY POOL ENTRY GATE (INCLUDING PIPES, CIGARS, CIGARETTES, VAPOR, E-CIGARETTES, ETC.,). No gum and absolutely **NO GLASS** or pets are permitted in the pool area. If the presence of food creates a problem, the pool monitor shall have the authority to close the pool to food. All residents and their guests are required to throw away their own trash, unused food and beverage containers.

Only swimsuit attire is allowed in the pools. No cut-off attire is permitted.

Any person having a skin disease, sores or inflamed eyes, nasal, ear infections, or any communicable disease is not allowed to use the swimming pool facilities.

In the event any pool is contaminated with blood born pathogens (includes vomit, fecal matter and blood) the pool monitor will close the pool until the pool is safe to re-open. This is in accordance with health care regulations for public pools.

A shower should be taken before entering the pools.

Sound Equipment and noise shall be maintained at levels that do not disturb others.

NO RESIDENTS OR GUESTS ARE PERMITTED IN THE EQUIPMENT ROOM AT ANY TIME.

No profanity. The pool monitor has the authority to ask the residents & their guests to use proper language. If the problem persists, the pool monitor will have the authority to ask the offending party/parties to leave the pool area.

Safe behavior - NO person shall run in the pool area. The use of devices or vehicles such as bicycles, scooters, skateboards, skates, etc., in the pool areas is prohibited. Rough-housing or horseplay which poses a danger to others is not allowed. Conduct which constitutes harassment of others, and the use of profane or abusive language, will not be tolerated.

Handling, jumping or hanging on the lane ropes is prohibited. Lap lanes are for lap swimming only.

Inclement Weather: Pool Monitors have authority to shut the pools down for inclement weather once approval has been given by the Lifestyle Director or the Property Manager. **Thunder:** Whenever the sound of thunder is heard, the pools will shut down for thirty (30) minutes. **Lightning:** Whenever a flash of lightning is seen, the pools will shut down for thirty (30) minutes. **Rain:** If the drains in the pools are not visible due to rain, regardless of thunder or lightning, the pools will shut down until visible.

HSOA Athletic Field Rules

1. The athletic field will be accessed only from HSOA common areas and not by trespassing on or through a homeowner's property.
2. Golf and hard ball baseball are prohibited for safety reasons and for the protection of adjacent owners' property.
3. The athletic field will not be used for the flying of radio controlled model airplanes or kites because of the danger associated with the high tension power lines in these areas.
4. Use of the athletic field for organized league games or scrimmage games is not authorized.
5. A team may use the fields for practice only if the head coach, assistant coach or team manager is a resident of Highland Shores. Highland Shores will hold a Spring and a Fall Soccer Draw event prior to the start of each season for the scheduling of field practice times. Approved practice schedule and current rules are posted in the sign box at each athletic field.
6. The coach, assistant coach, or manager will be held responsible for all actions of their team and families and must be in attendance at practices. They will be listed on the coach roster and inclusion of their name on the list indicates they agree to all terms and rules.
7. Practice times are not to exceed 1 hour. No team may reserve field time for more than 2 hours in a given week unless there are less than 14 Highland Shores teams during a given season. Scheduled practice times will be 4 p.m., 5 p.m., 6 p.m., and 7 p.m. on Monday through Friday ONLY. All other times are reserved for the recreational use of residents.
8. Motorcycles, bicycles and/or other similar vehicles are not authorized on the athletic field.
9. All special activities must be planned to ensure that homeowners and HSOA property is not damaged.
10. Be courteous of your neighbors. Keep noise levels to a minimum.

Approved by the HSOA Board of Directors

HIGHLAND SHORES OWNERS ASSOCIATION, INC.
COMMON AREA USE AGREEMENT

This Common Area Use Agreement (the "*Agreement*") is made this _____ day of _____, _____, by and between _____ ("*User*") and the Highland Shores Owners Association, Inc. ("*Association*"). In consideration of the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Association and User hereby agree as follows:

1. Use of Common Area. Association hereby grants to User the right of ingress and egress over and upon the Association's Common Area provided, however, that such right is limited to that portion of the Common Area upon which ingress and egress is absolutely necessary in order to access User's property located at _____, Highland Village, Texas (the area upon which access is granted shall hereinafter be referred to as the "*HOA Property*").

2. Function. User warrants, covenants and represents that the use of the HOA Property shall be solely for the purpose of ingress and egress to User's property in connection with the construction or installation of any improvement or modification that have previously been approved by the New Construction Committee or the Modifications Committee.

3. Deposit. In connection with submitting this application for Association approval of this Agreement, User hereby makes payment to the Association, as a security deposit ("*Deposit*"), of the sum of Two Thousand and No/100 Dollars (\$2,000.00). User understands and agrees that the Association shall not consider entering into this Agreement unless and until User submits payment in full of the Deposit to the Association.

4. Forfeiture of Deposit and Other Charges. User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association's rules and regulations by User or User's contractors. User hereby assumes all responsibility for any acts or omissions committed by or on behalf of said contractors, including its employees, agents, subcontractors, representatives or independent contractors. If User fails to adequately perform its responsibilities, as determined by Association, for cleanup, as set forth in this Agreement and the Association's rules and regulations, or damage is caused to the HOA Property, the Association shall be entitled to apply the Deposit to the cost of repairing any damage to the HOA Property, the cost of replacing any missing or destroyed items, and the cost of any required cleanup. In addition to the cost of cleanup, repair or replacement, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning, repair or replacement.

User agrees that in the event of any damage to the Association's irrigation system, User shall use the Association's designated landscape company to make the repairs. The User shall be responsible for the expense of said repairs, whether User elects to apply the Deposit to the cost of repairing any damage or User pays the Association directly. User agrees to restore all greenbelt areas back to their original pre-damage state. For example purposes only, in the event sod is damaged, the area must be graded and re-sodded, or in the event there is any surface, French drains, or drainage swales are damaged, they must be restored back to their original pre-damage state.

In the event the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess costs immediately upon receipt of notice of the amount due. All such costs in excess of the Deposit, including other amounts due the Association from User under this Agreement, shall be considered and collected as an assessment under the Declaration of Covenants, Conditions and Restrictions for Highland Shores against User and User's property, the payment of which shall be secured by the lien created in such Declaration. Any portion of the Deposit which is not retained or applied by the Association as provided herein shall be refunded to the User within 15 days after User notifies the Association in writing that construction has been completed and the HOA property restored to its original condition prior to the commencement of construction or installation of any improvement or modification on User's property.

5. Release and Indemnification. User assumes all responsibilities, risks, liabilities and hazards incidental to the use of the HOA Property. **REGARDLESS OF ANY ACTS OR OMISSIONS BY THE ASSOCIATION OR ITS AGENTS, WHETHER NEGLIGENT, INTENTIONAL OR OTHERWISE, USER RELEASES AND FOREVER DISCHARGES THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND MEMBERS, PAST, PRESENT AND FUTURE, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE SAME HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING THOSE ASSERTED BY THE PERMITEES, AGENTS, LICENSEES, CONTRACTORS AND INVITEES OF USER) FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER LIABILITY FOR DAMAGES, FINES OR PENALTIES, INCLUDING COSTS, ATTORNEYS' FEES AND SETTLEMENTS, RESULTING FROM ANY ACT PERFORMED BY, OR OMISSION ON THE PART OF USER, ITS EMPLOYEES, INVITEES, PERMITEES, AGENTS OR LICENSEES, ARISING OUT OF OR IN CONNECTION WITH USER'S USE OF THE HOA PROPERTY.**

6. Attorneys' Fees. In the event the Association is required to incur attorneys' fees to enforce this Agreement or collect any amounts due from User under this Agreement, User shall reimburse the Association for its reasonable and necessary attorney's fees.

7. General. This Agreement shall be construed under the laws of the State of Texas and venue for any proceeding to enforce the terms of this Agreement shall be Denton County, Texas. Time is of the essence with respect to every provision of this Agreement.

8. Application and Acceptance. This Agreement shall constitute an application by User to use the HOA Property, and upon acceptance by the Association, shall become a binding agreement. In the event that the Association declines to accept the User's application, User shall be notified and the Deposit submitted by the User shall be refunded in full.

ASSOCIATION:

HIGHLAND SHORES OWNERS
ASSOCIATION, INC.

By: _____

DATE: _____

USER:

NAME: _____

ADDRESS: _____

PHONE: _____

DATE: _____

(Revised 6-13-08)

TENNIS COURT RULES AND ETIQUETTE
HIGHLAND SHORES OWNERS ASSOCIATION (HSOA) TENNIS RULES

EFFECTIVE: DECEMBER 1, 2021

1. The tennis courts are available for play daily from 7am to 10pm.
2. Reservations can be made for 2 hours for singles and doubles play. Sign up is not allowed for 2 consecutive time periods. Reservations can be made up to 48 hours in advance. QR scan code for sign up is posted on the gate sign at each court or it can be found on the website at www.highlandshores.net, Lifestyle Tab, Tennis Court Reservations, and a court schedule will be posted at each court year round which will define reserved courts and times for leagues and clinics.
3. Courts MUST be reserved to avoid forfeiting the courts. (Walk-ons MUST sign up when they arrive if they wish to stay on courts as others arrive to sign up for the court during that time period).
4. The court reservation is forfeited after 15 minutes if the resident with the reservation is not present to enter court.
5. Highland Shores Tennis Committee approved Leagues* and Highland Shores Owners approved Clinics*** have priority for specific courts and times. Reserved court times and dates for Clinics and Leagues will be posted at all the courts year round. A minimum of 2 courts will remain open during Clinics and Leagues for Highland Shores resident's use and sign-up. All requests for new and modified court reservations for Tennis League Play MUST be submitted to the Tennis Committee for approval.
6. Guests (ALL individuals who DO NOT live in Highland Shores) MUST be accompanied by a resident at all times. Residents are responsible for the actions of their guests. Invitation of guests is limited to use of ONE court. If playing singles, 1 guest is authorized. If playing doubles, no more than 3 guests (One resident and 3 guests). If participating in an open drill at least ½ of those participating in drill must be residence of Highland Shores.
7. No glass containers, pets or food are allowed inside the courts' area. Infants, toddlers and children not playing tennis should NOT be allowed inside the court-fenced area if both courts are in use with the exception of the bleacher area located at courts 7 and 8.
8. Residents of Highland Shores may invite an instructor of their choice to give instruction (singles or doubles private) on the Highland Shores tennis courts provided a resident is with the instructor at all times utilizing no more than 1 court. Court reservation is required and must be made by a Highland Shores resident.
9. Non-marking tennis shoes are to be worn on the courts. Shirts must be worn at all times.
10. Tennis courts are for playing tennis ONLY. No skateboards, bicycles, street hockey, rollerblade and or artistic sidewalk chalk, etc. are allowed on the courts.
11. Parents are responsible for their children's usage of the courts.
12. Profanity or unsportsman-like conduct WILL NOT be tolerated.
13. Any issue related to tennis court usage should be directed to the Highland Shores Tennis Committee. The current committee chairperson's contact information is always listed in the Shoreline and on the Highland Shores website.
14. Violation of these rules may be grounds for loss of privileges pending the decision of Highland Shores Board of Directors.
15. Maintenance issues for the tennis courts should be directed to the Highland Shores Owners Association at 972-317-5139.

* Leagues include ALL Ladies, Men's, Mixed Doubles, USTA and TCD teams.

*** Clinics are defined as an Instructor with more than 3 participants. ALL clinics MUST be pre-approved by the Highland Shores Owners Association Recreation Director.

Court Rules and Etiquette Revised by the Highland Shores Tennis Committee and approved by the Highland Shores Board of Directors effective December 1, 2021.

HIGHLAND SHORES TENNIS COURT LEAGUE RULES

Effective: Fall 2014

1. Leagues are open to all Highland Shores residents that are with good standing with the HOA.
2. All leagues have to turn in a list of addresses & members.
3. No more than one non-resident per court reserved can be on the roster or serve as a sub.
 - a. If the league is reserving four courts, no more than 4 non-highland shores residents are allowed on the roster (1 per court).
 - b. If the league has two courts, no more than 2 non-highland shores residents are allowed on the roster (1 per court).
4. A \$40 fee is required per non-resident player (or sub) per season or double the league fee.
5. A liability waiver is to be signed by all league participants.
6. League coordinators are responsible for securing any HS equipment for the league (bathroom key, score cards, locking the storage shed etc.). If a coordinator is determined to have been negligent, he/she will be responsible for replacing said equipment.
7. Leagues are only to reserve courts equal to the number of participants who have signed up for that particular league (day/level).
 - a. If the courts are not fully being utilized by the league (not due to inclement weather– rain, wind, cold etc.) – then the league will lose the court from the permanent schedule after the third offense (in other words, the first two times there are empty courts there will be warnings and after the third time the reserved courts will be removed from the permanent calendar.
 - b. Any league that is removed from the permanent calendar for a violation of rules or procedures may not reappear on the calendar again for one full year.
8. If there is a violation of the rules, league coordinators will be notified in a timely manner and given the opportunity to respond.
9. All official leagues must obey these rules.
10. Any new leagues added to the calendar must charge some form of dues.

(Approved by Highland Shores Board of Directors at their meeting on April 21, 2014.)

Highland Shores Swim Team By-Laws

Revised April 20, 2015

Article I GENERAL

This swim team is established for the primary purpose of and shall have as their principal objective the support of the programs of the Highland Shores Swim Team.

Article II MEMBERSHIP

All parents (guardians) of active swimmers and all active swimmers are considered members of the Highland Shores Swim Team. Active swimmers will generally be defined as swim team fee-paying customers that either own/rent property in Highland Shores or non-resident members who pay an additional \$50.00 fee per family to Highland Shores. All Non-Resident members must reside in Highland Village, not exceed more than 15% of the total membership and never take precedence over a Resident's position as a member. All members must be in good standing with the Highland Shores Owners Association. HOWEVER, any children of the Highland Shores Swim Team coaching staff (not to exceed three children) will also be considered members of the Highland Shores Swim Teams.

Article III SWIM TEAM COMMITTEE

Membership: The Highland Shores Swim Team Committee will consist of at least 4 officers.

Powers: The Swim Team Committee will have general supervision of the affairs of the Highland Shores Swim Team. The Committee will also be responsible for hiring a Head Coach and assistants. The Committee will also assist the coaches in their programs as necessary.

Meetings: The meetings will be scheduled the Overall Team Coordinator or by a majority of the Swim Team Committee.

Notice: The persons calling the meeting shall give at least 24-hour notice of any meeting.

Quorum: More than 50% of the committee members will represent a quorum for the transaction of business by the Swim Team Committee.

Vacancies: All vacancies will be filled on a volunteer basis.

Committee: The Swim Team Committee may adopt (by majority vote) such committees as may be deemed appropriate to the business of the Swim Team.

Article IV INSURANCE

The Highland Shores Swim Team will provide, at its expense, comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public, family, agent, employee or any invitee of the Highland Shores Swim Team, excluding participants, occurring in, on or about the facilities provided by the Home Owners Association for the sue of the Highland shores Swim Team. The minimum amount of such insurance shall be in the amount of \$1,000,000 per occurrence. Such insurance shall contain an endorsement naming the Home Owners Association as an additional insured.

Article V OFFICERS

The officers of the Highland Shores Swim Team shall consist of at least one overall team coordinator, one volunteer coordinator, one sponsorship coordinator, and one publicity coordinator. Additional coordinators may be added, by majority vote, as deemed necessary.

Overall Team Coordinator: Shall preside at all meetings and outline the agenda for the meetings. Shall serve as liaison between the team and HSOA. Shall also serve as liaison for coaches, and will address any parent concerns. Will oversee all committee chairs. Responsible for planning registration night, as well as ordering new swimsuits.

Sponsorship Coordinator: Shall coordinate team sponsorships several months prior to season starting. Try to solicit enough sponsors to cover cost of insurance and end of year party. Responsible for working with Publicity Coordinator to design and secure team t-shirt.

Publicity/Communications Coordinator: Shall be responsible for all team communications, including but not limited to: new swimmer documentation, weekly emails, providing monthly article to Shoreline and/or newspaper. Responsible for working with Sponsorship Coordinator to design and secure team t-shirt. Also coordinates efforts of Breakfast of Champions and End of Year Party.

Volunteer Coordinator: Shall organize all volunteers needed to run each weekly swim meet, as well as Divisionals and All-Stars. Responsible for team equipment, ie stopwatches, ribbons, calculators and team computer.

Accountant: Responsible for overseeing and the collection and disbursements of all funds, including paying the coaches, filing all applicable IRS paperwork, and all banking.

Webmaster: Responsible for the upkeep of team website. May include printing meet cards, ribbons, and meet information.

Article VI STROKE CLINICS

The Highland Shores Swim Team may offer Stroke Clinics for swim team members. These clinics, when offered, will be instructed by current coaches only. All stroke clinics will be conducted at Pool #2, during open pool times.

12:00 – 3:00	Tuesday – Friday
7:00 – 9:00	Tuesday – Friday
12:00 – 2:00	Saturday
12:00 – 2:00	Sunday

Coaches will be required to pay 25% of all money collected from participants to the swim team. This money is required to be used by the swim team to purchase new equipment, accessories, and or other items needed for swim meets and/or practices. It shall not be allocated as additional compensation to any swim team coach. The HSOA may require, at any time during the season, documentation showing this money is being paid to the swim team from the coach.

(Approved by Highland Shores Board of Directors 4-20-15)