

Mornington Community Community Rules and regulations

Welcome! Thank you for joining our community of satisfied residents. We are committed to providing our residents pleasant surroundings within a well-governed, peaceful and attractive Manufactured Home Community.

The Community Rules and Regulations have been created to provide our residents with a written statement of our community standards and procedures. Please read the Rules and Regulations carefully. If you do not understand a particular rule, please ask your Community manager to explain it to you. You may contact Leisha Dioguardi at (361)578-0291 or (361)550-9339.

Management Approval: All prospective residents must complete a Rental Application. Management has the right to reject a prospective resident for any reason not prohibited by law. If a prospective resident provides false or misleading statements in the Rental Application, Management will not approve the residency.

Residency: Maximum occupancy within a manufactured home in the community shall be as follows: Two (2) persons per bedroom. Any person residing within a home for more than thirty (30) days will be considered a permanent occupant and must be register with Management.

Acknowledgment of Community Rules and Regulations: Prior to admission to this Community, each resident must sign and acknowledge that he/she has received and read a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and residents, whether they have accepted or declined to sign the written lease, must comply with such terms and conditions as well as with these Rules and Regulations, residents agree that they, as well as, all other occupants residing in their home, and all their guests, will abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

Amendments: From time to time, the Rules and Regulations may be changed or additional rules may be added. Prior to the implementation of a new or amended rule or regulations, a thirty (30) day written notice of the proposed change will be forwarded to each resident and a copy thereof posted in a conspicuous location with the Community. New or delivery and posting. Any new or amended Rule or Regulations will be considered a part of the Rules and Regulations and will be enforced accordingly.

Enforcement of Rules and regulations: Every effort will be made by Management to ensure that the Rules and Regulations are enforced, and that the quiet enjoyment and comfort of all residents are not disturbed. Ignorance of a Rule and Regulation cannot be accepted as an excuse.

Notice of Rule Violation: Residents who violate a Rule or Regulation will be contacted by Management, either by a personal visit, a telephone call or the issuance of a written warning. If a warning is issued, it is expected that the violation will be corrected by the date stated on the warning. Failure or refusal to correct a violation, or chronic, or repeated violations of the Rules and Regulations, may lead to eviction proceedings. Please note that compliance with the Rules and Regulations is absolutely essential to provide you and your neighbors' pleasant and peaceful surroundings.

Payment of Rent/Failure to Pay Rent: Rents are to be paid monthly. The monthly rental charge is \$375.00. Rental payments may be mailed, paid in person by cash, check, cashier's check, or credit card at the office. A 3% charge is assessed for use of credit card. Rent is due on the first day of each month and must be paid on or before the fifth (5th) day of each month. A late/liquidated damage charge of \$35 will be assessed to all residents whose rent is not received by Management on or before the fifth (5th) day of each month. Payment of rent may be made by personal check, money order, cashier's check or certified check. All rents can be paid in person at the office at 16400 NW Zac Lentz Parkway. Charge of \$30.00 will be assessed to any resident whose person check is not honored for any reason. Thereafter, the resident must make rental payments by money order, cashier's check or certified check for a period of six (6) months. At the expiration of the six month period, if the resident has paid all rent and other charges on a timely basis during the period, Management will once again accept the payment of rent in the form of a personal check.

Manufactured Home Installation Standards: All manufactured homes brought into the Community are to be installed in accordance with the rules and standards set forth in the general rules developed by the Texas Manufactured Housing Standard Act (Tex. Rev. Cil. Stat. Ann. Art. 5221f, et seq.) and in accordance with the Manufacturers' written installation instructions.

In addition to the above, the Community installation requirements and standards are as follows:

- (1) Each manufactured home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the street servicing the site.**
- (2) Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size, in the utility hook-ups areas, are to be in place. Materials and colors are to match or attractively accent the exterior of each home. Residents shall skirt their home within forty-five (45) days of its placement on the site. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present. Vinyl skirting is not permitted.**
- (3) Steps leading to the entry doors are to be cement, fiberglass or treated wood. Proper handrail(s) must be attached. Steps are to be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance.**
- (4) All porches and decks must be constructed of treated wood and all exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the resident must first obtain written approval of Management.**
- (5) Utility connection of electrical, water, sewer and gas in the home are the sole responsibility of the resident. All utility hook-ups shall be made in compliance with all applicable laws and any manufacturer's written instructions.**

- (6) Central air conditioner compressors must be placed on a cement or other approved slab on the main door side or rear of the home site. All air conditioning units must be attractively maintained.**
- (7) Hitches must be removed from the home upon installation and stored beneath the home.**
- (8) Telephone and T.V. cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done.**
- (9) Telephone and TV cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done.**
- (10) Resident shall be solely responsible for any damage to Community property or that of other residents resulting from the installation of the manufactured home.**
- (11) Residents may install fencing on the home site. Management must approve the design and location prior to installation. Fences may not exceed 4' in height and will be constructed and treated lumber only. Fences will not encompass the entire home and the front of the home must be kept free of any fencing. The resident will maintain the fence including annual staining or painting, the color of which will be approved by Management. Management may inform the resident, at any time to make the necessary repairs to the fence. If the repairs are not completed with Management's time frame, Management may complete the necessary repairs and charge the resident.**

Improvements and Alterations:

- (1) Resident shall make no alterations to the exterior of the manufactured home or to the leased site without first obtaining the written permission of Management. Residents must provide**

- Management with a sketch, to scale, of the appearance or location of the proposed improvement or alteration (i.e. porch, deck, carport, shed, awning, cement pad or other home additions).
- (2) All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement.
 - (3) No towels, rugs, wearing apparel or other forms of laundry of any description may be hung outside the home. No clotheslines or lines of any kind are permitted.
 - (4) If resident requests a storage shed, it must match or attractively accent the manufactured home and be made of hardboard siding. If a garage is present, the shed must be located behind the garage.

Garages or Carports (Applicable where provided with the lease site):
General upkeep and maintenance of the garage (which includes caulking and painting) is the resident's responsibility. The paint must match the two-tone exterior of the home. Resident must provide proper care and upkeep to the overhead door (i.e., lubricating the springs, rollers and all working parts). Garage door openers are permitted if installed properly (i.e., by a professional installer), and with the understanding that damage cause by the garage door opener is the responsibility of the resident.

On-Site Resale of Home: The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchases(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

- (1) The exterior physical appearance and condition of the manufactured home and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.). Therefore, prior to listing the home for sale, you are required to have the Management inspect the exterior of your home and leased site to ensure that they are in compliance with the Community standards. The fee for the inspection is \$20.00 which must be paid prior to the inspection. The inspection is valid for one year. If your home is not sold within that period, a supplemental inspection, at no charge, is required.

All items that need repair or correction must be completed, whether permitting, prior to Management's final authorization of resale.

- (2) One 18" X 12" For Sale sign may be placed inside the front window of the home, but only after the inspection fee has been paid and full repairs and corrections have been completed.
- (3) If the home is to remain on the leased site, the buyer must meet with community Management, apply for and be approved for purchaser of a home occupies the home without first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the Community must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.

Removal of Home:

- (1) Resident, if a month to month resident, must provide Management with thirty (30) days written notice of intent to remove the home from the leased site. If the tenancy is pursuant to a written lease and resident intends to remove the home upon the expiration of the lease, resident must, at least thirty (30) days prior to the expiration of the lease, provide Management with written notice of intent to remove the home. The removal of a home by resident prior to the expiration of the lease term may result in the resident's continued liability for rent until the expiration of the lease term or until Management is able to lease the home site, whichever occurs first. Forms for notifying Management of resident's intention to remove the home are available in the Community office. All rents and all applicable charges due by resident to Management must be paid in full prior to the removal of the home from the leased site. Failure to provide a timely written notice will result in resident's continuing liability for payment of rent for a thirty (30) day period commencing with date Management actually receives written notice of resident's intention to vacate or if the home is removed without any prior written notice, then resident shall remain liable for rent for a thirty (30) day period commencing with the home is

actually removed for the Community. Resident must use a mover that holds all applicable licenses required by the Texas Department of Housing and Community Affairs or other applicable law, regulation, or local ordinance.

- (2) The leased site must be left in a clean and neat condition. Any improvements or installations placed on the leased site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings, carports, etc., must be removed from the leased site. These items do not become fixtures or property of the Community. Only concrete slabs, piers, trees and shrubs may remain on the site following the removal of a home. Garages are not to be removed.**
- (3) Any expenses incurred by Management in restoring the site to its original condition, such as the cost of removing items, including, but not limited to, trash, sheds, anchoring systems and tie-downs, will be charged to the resident.**
- (4) Resident shall be solely responsible for any damages to Community property or that of other residents resulting from removal of the manufactured home from the Community.**
- (5) Management assumes no responsibility in the event that a dealer, bank or other secured party removes resident's manufactured home from the Community.**

Storage Shed: Resident is required to obtain written approval, as it pertains to materials and locations, from Management from installing or altering the current structure in accordance to local, county, or state building code. Shed size may not exceed 12' x 12' and 11' in height and the size must be approved by Management. Shed pads are to be four (4) inch thick concrete or a treated wood system. Shed color is to match or attractively accent the manufactured home. Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds.

Patio/Lawn Furniture: Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold down furniture is to be stored when not in use.

Firewood Storage: Firewood is to be stored at the rear of the home in a neat and attractive manner at least 12" off the ground. Firewood storage is limited in size to a pile 2' wide X 8' long X 4' high.

Trash Removal: Trash bags or containers are not to be left outside the home unless they can be placed within a garage or otherwise completely out of site. Trash is removed from the Community on designated days. Residents may be responsible for arranging of the removal of large, bulky, heavy items at their own expense. Resident should see Management for details. Trash bags are not to be left outside of the home. In the event Management must remove resident's trash of any kind, Management reserves the right to charge the resident additional fees for such removal.

Automobiles:

- (1) Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns or patios.**
- (2) All vehicles are to be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers with the Community is not allowed.**
- (3) Routine maintenance or minor repairs on vehicles may be carried out at the site, i.e. change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be cleaned up by resident, or Management will do so and charge the resident.**
- (4) No vehicle with a load capacity in excess of one (1) ton shall be kept, stored or placed within the Community, except while making regular deliveries.**

- (5) All vehicles operating within the Community must abide by the posted (15 MPH) speed limit and traffic signs.**
- (6) If fire hydrants are within the Community, vehicular parking is prohibited within ten (10) feet of any hydrant.**
- (7) As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules and Regulations, and further reserve the right to remove inoperable vehicles or vehicles without current license plates. All costs incurred thereto shall be paid by resident.**

Motorcycles: Motorcycles are allowed to operate only for transportation in and out of the Community. Joy riding within the Community is not allowed. Motorcycles are to be parked in resident's assigned parking space, if applicable, or they may be stored in resident's shed. Parking elsewhere is prohibited.

Recreational Vehicles: The operation of trail bikes, minibikes, off road vehicles, all-terrain vehicles, and other vehicles of this nature is not allowed within the Community. Such vehicles may only be stored at the resident's home site if such vehicle can be stored within a storage shed. Transportation to and from the home site is to be by trailed only. The storage of boats, campers, moto homes and other forms of recreational vehicles upon the home site or in the street is strictly prohibited. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection. Recreational vehicles may be loaded and unloaded in resident's driveway, no longer than overnight. An auxiliary parking lot is provided for parking of recreational vehicles, boats, etc.

Conduct: It is requested that all residents respect the rights of others to enjoy the quiet and peaceful use of the Community. Excessively loud talking, abusive language, shouting, radios, televisions, stereos, and other disturbing noises are not permitted within the Community. Interference with the quiet enjoyment of other residents of the Community is just cause for termination of tenancy.

Curfew: Children under (18) years of age must be off the streets and indoors by the time set forth by any local, county or state curfew ordinance.

Recreational and Playground Equipment: Management allow residents the opportunity to provide a small wading pool (Maximum size 6' X 12" deep) and a sandbox (not to exceed 4' X 4') at the home site. However, placement of those

items is to be on a patio/cement area in order to protect the lawn. Swingsets are not allowed. Management will provide playground equipment for the children of the residents within the Community. Parents and legal guardians are to stress safety and supervise their children.

Lawn Maintenance: Residents are responsible for the moving and care of their home sites. If a resident's yard becomes unsightly as in the opinion of Management, that home site will be cleaned up by Management and the resident will be charged a \$50 clean-up fee.

Personal and Fire Safety: Management is concerned with you and your family's well-being. Our Rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines are very important.

- (1) All residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and the surrounding Community. Please note that you are responsible for the actions of your children and guests, as provided by law.
- (2) Please take extra care when around Jim Branch Outfall (the big ditch along the West boundary).
- (3) All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn movers, etc., under your home.
- (4) It is the responsibility of the resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the Community.
- (5) "Children Playing", "Stop", "15 MPH", and other signs of this nature must be obeyed.
- (6) Actions which interfere with the health, safety, or welfare of the Community, its employees, or residents, is just cause for termination of tenancy.
- (7) Resident should furnish Management with the name, address and telephone number of a person to be notified in case of an emergency.

Loss and Liability: It is recommended that each manufactured home owner produce a manufactured home comprehensive form insurance policy insuring a home against loss or damage. It is also recommended that resident include

liability coverage for personal injuries which may occur on the home site or within the manufactured home.

Disclaimer: Management disclaims responsibility for accident or injuries to residents, their family members or guests which may occur within this Community. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other act of God, which is beyond the control of Management is also specifically disclaimed.

Pets: Residents may have one (1) registered indoor “domesticated” pet per household with Management’s approval. Failure to abide by this Rule and Regulation will result in loss of the privilege.

- (1) If required, a current rabies tag must be worn by the pet. Pets which are approved shall be considered on a ninety (90) day probation period, and removal is imminent if the pet owner ignores his or her responsibility.**
- (2) Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Community.**
- (3) Residents are required to clean up their pet’s defecation on the home site and while walking their pet.**
- (4) All pets must be kept inside the home and when outside, they must be kept on a hand-held leash confining movement to the home site. Fenced-in enclosures and dog houses are not allowed. Residents must walk their pets on leashes. No “Beware of Dog” signs allowed. Pets must not be left unattended.**
- (5) Pets running at large may be picked up by the Victoria Animal Control Department.**
- (6) Pets are not allowed in any areas where people congregate.**

(7) Management reserves the right to reject exotic pets such as snakes or wild animals or other animals which, in Management's sole discretion, may be dangerous to others within the Community. These animals may not be kept in the confines of this manufactured home community.

(8) Management disclaims any responsibility for the occurrences of harm, injury or death to a pet caused by agents or employees or by residents or their guests.

Advertising, Soliciting and Commercial Business: Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county or state zoning ordinances may be conducted in the Community.

Utility Charges and Water Usage: The resident shall pay all charges made against the premises for gas, heat, electricity, water and sewer as the same shall become due.

Keys: In the event that Management provides keys to residents, for any reason, a fifteen (\$15) dollar deposit charge will be assessed for each and any lost key.

**The Obligation of Good Faith: The obligation of good faith is imposed on both parties to these Rules and Regulations in both the performance and enforcement of the conditions herein. Any correspondence regarding Management's execution of these Rules and Regulations may be directed to:
Morning Community
16400 NW Zac Lentz Pkwy.
Victoria, Texas 77905**