

Rules & Regulations for Community Living

The Community Rules as detailed below is part of your Residential Rental Agreement.



GENERAL SITE REGULATIONS

1. Site Upkeep: Tenant is responsible for lawn care, mowing and trimming of the grass, bushes, shrubs and other landscaping within the boundaries of the Site. Outside storage of building materials, appliances, car parts, and other junk including furniture, lumber, refuse, salvaged materials, automotive parts, and other materials is not permitted. Residents who do not maintain their site may be fined monthly and/or be charged for care and cleanup.
2. Trees and shrubs may damage community utilities or prevent free movement of homes in and out of the community. Therefore, trees and shrubs may only be planted with prior written consent of the Landlord. Tenant's Rental Agreement also prohibits Tenant from removing any plantings unless Tenant has entered into a specific separate written agreement with Landlord.
3. Satellite Dishes, Antennas, Solar Panels, Wind Turbines & Other Devices: Satellite dishes with a diameter greater than 1 meter, ground based solar panels, wind turbines, or other devices are not permitted without written consent of Landlord. Any antenna must be placed by the Home so that the antenna runs up the side of the Home and must be securely attached to the Home without the use of guide wires. Antenna height is limited to 12 feet measured from the ground.
4. No fences or clotheslines are permitted.
5. Before digging, driving rods or posts, check with the Landlord for the location of underground utilities. A call to Diggers Hotline is also required.
6. Each Home must display the address (or lot number) clearly on the exterior of the Home facing the street.
7. Construction of any accessory building, structure, deck, ramp, or attachment to the Home must be in accordance with the state building and installation codes. If a permit is required, the Tenant shall obtain a permit after receiving written permission from the Landlord. A copy of the permit shall be provided to the Landlord. Any accessory structure must match the Home's exterior color and siding material. A change of exterior color of the Home or accessory structure, deck or attachment will be approved only if the proposed color is in harmony with other existing Homes. All storage sheds or garages must have working doors that close.
8. If storing firewood, it must be stacked no higher than four feet. It must be stacked in a safe manner, so it cannot topple over and must be located out of sight at the rear of the Home or behind an approved accessory structure. If grass is killed by the wood pile, it is the responsibility of the Tenant to replace the grass when the firewood is removed.
9. Dumpsters are solely for the use of approved residents living in the park for the disposal of regular household trash and recyclable materials. Disposal of large items, construction or remodeling debris is not allowed. Use of Park dumpsters by non-residents is illegal and should be reported. Per regulations, disposal of tires, oil and other hazardous material is prohibited. Mis-use of the dumpsters will result in a charge of no less than \$50 per occurrence.
10. If any Resident wishes to dispose of any large items or construction or remodeling debris, it is the responsibility of Tenant to make special arrangements to dispose of such items. Any charges incurred by Landlord as a result of Tenant's failure to comply with the above will be the responsibility of the Tenant.
11. Residents agree to regularly and properly dispose of garbage and recyclable materials. All rubbish must be put in fly-tight garbage cans or trash bags. Recyclables must be separated in accordance with local recycling regulations and boxes must be broken down before placing in the dumpster.
12. The tenant is required to keep homes and accessory structures well maintained including paint, siding, windows and roofs. Steps, porches and deck need to be in place and in good condition.
13. Window air conditioners are permitted if installed with wall brackets. Bracing from the ground is not an approved installation method.
14. Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets or sheets are not allowed.
15. Patios and porches are not acceptable storage locations. Storage units must be approved by management and shall remain the property of tenant. Management is not responsible for any losses or damage to tenant's shed or stored items.
16. All homes require skirting to be in place and maintained in good condition. Large patios and porches require skirting.
17. All structures and/or additions including porches to either the mobile home or the lot must be pre-approved by management prior to their installation and need to be maintained in good condition.
18. Fences or enclosed spaces of any kind or any height are not allowed.
19. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
20. Management may demand the repair and maintenance of any home or structure and/or addition if management feels that there is an unsafe and/or unsightly condition.

DAMAGE TO THE PROPERTY

1. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the repair costs incurred by Landlord.
2. Management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.

3. Tenant must reimburse Landlord for any repair costs within fifteen (15) days of billing.

VEHICLES AND RECREATIONAL EQUIPMENT

1. Parking: Only TWO cars are allowed for each lot. No other vehicles, boats, trailers, commercial vehicles or recreational equipment may be stored on a Tenant's lot.
2. No on-street parking is permitted. All vehicles must be parked in approved parking spaces. Vehicles shall not be parked or driven past the front door of the home. Tenants shall not park their vehicles in vacant or otherwise unused lots of other tenants.
3. The speed limit in the community is 15 mph.
4. All vehicles on the Premises shall be drivable and have a current vehicle registration. No vehicle can be used for storage. Unlicensed or non-operating vehicles will be towed at tenant's expense.
5. No boats, RVs, unattached trailers, commercial vehicles, or semi-trailers are permitted in the community.
6. Working on, repairing, overhauling and changing of oil is not permitted on the streets of the community, but is permitted on the paved portions of Sites in the community only if appropriate safeguards are employed to prevent oil, fuel or other pollutants from spilling onto the ground. Safety measures shall be taken to prevent accidental injury to others. No vehicle under repair can be unattended. No vehicle may be in the community while awaiting repairs if it is incapable of movement under its own power for more than 7 days.

SIGNS

No other signs except political signs and "For Sale" signs may be displayed unless approved by Landlord in writing. Political signs can be displayed for "Election Campaign Period" only. "For sale" signs are limited to one sign per Home.

UTILITIES

1. Tenant is responsible for winterizing the Home, including installing and maintaining properly working heat tape, and shall be responsible for any and all damages to the Landlord's equipment if freezing is caused by the Tenant's failure to properly winterize. Tenant shall not run water in the Home to prevent freezing.
2. Tenant is required to connect the homes sewer lines to the Community's sewer connection and maintain a secure connection at all times. Grease and any foreign objects including but not limited to feminine hygiene products, paper towels, and toys must not be flushed down toilets. Except for Tenant's maintenance or repair of their sewer lines, no one is allowed to tamper, alter, or disconnect the sewer line. At no time shall the Tenant allow untreated sewer water to discharge to the ground. The Tenant will be responsible for unplugging and repairing sewer pipes and drains and the cleanup of discharged sewer water and any fines imposed by a governmental agency from a discharge of sewer water caused by foreign objects, or any tampering or disconnection of any sewer line.
3. In the event of a backup in the sewer lines or if Tenant sees any leakage from any sewer line or smells sewer water, or if the Tenant sees any damage or disconnection of sewer lines or sewer risers, Tenant shall notify property manager immediately.
4. No one is allowed to tamper or alter any water meter for any reason, including but not limited to diverting the flow of water or bypassing the meter. Tampering will be considered a breach of the rental agreement. The landlord or meter owner may reasonably estimate the usage for as long as the landlord or meter owner believes the meter was tampered with and charge the Tenant accordingly. The Tenant will also be responsible for all costs to return the water service to its original condition.

HOME SET-UP

1. Installation of the Home shall be the responsibility of the Tenant. Home installation shall be done in accordance with State and Federal installation standards. Home installation shall be performed by a licensed professional home installer. Home must have a separate water shut-off valve installed for easy access. Any Home with an electric water heater must have a back-flow valve installed at the water heater connection point.
2. All utility hook-ups must be done in accordance with local and state regulations.
3. Before removing the Home from the community, Tenant must give at least 24-hour notice to the Landlord. Home movement must be done during business hours Monday thru Friday. Transporters shall provide the transportation permit and insurance to the Landlord.
4. Hitches must be removed within 15 days of entering the park or whenever skirting is installed.
5. Axles, wheels and other transportation components necessary for moving the Home may not be sold, leased or removed from the Site without the Landlord's permission.
6. Steps must be constructed in accordance with state building codes and shall consist of materials resistant to the weather such as concrete or treated wood. Generally, all steps shall measure at least 3 ft. wide and a landing of at least 3 feet in the direction of travel shall be provided at the top of the stairs. The landing may not be more than 8 inches below the interior floor elevation. Stairs of more than 3 risers shall have at least one handrail. Handrails shall be provided on all open sides of stairs. (SPS 321.04) Exit steps must be provided at each exit door of the home.

PETS

1. Tenant may have no more than 2 pet(s). Only house pets are allowed in the community. Due to our insurance requirements large or aggressive dogs are prohibited. Refer to the list of Banned Breeds.
2. Cats and dogs must be registered with the landlord. (Use the Animal Agreement as part of the tenant's rental agreement.)
3. Tenants must always maintain control over their pet so that the peaceful enjoyment of the community by all can be maintained. Pets must always be under the control of the Tenant via a leash when outdoors.
4. Permitting pets to stray, allowing a pet to soil other Tenant's lots, creating unreasonable noise, being unruly or causing complaints from other Tenants shall be cause for eviction.
5. Pet fees, if any, are listed in the rental agreement.

ASSISTANCE ANIMALS

Only Tenants with disabilities are permitted to have assistant animals. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. The dog must be trained to take a specific action when needed to assist the person with a disability. An assistance animal is not a pet.

Tenants must complete a Request for a Reasonable Accommodation and Verification of Need for Reasonable Accommodation forms. Verification of Need forms must be sent to the landlord directly from the licensed healthcare professional. A healthcare professional needs to be licensed in the state of Texas and act within the scope of his or her license or certification. The landlord has the right to verify directly with the health care professional regarding validity of the completed Verification of Need form.

All assistance animals must be registered with the landlord. (Use the Animal Agreement as part of the tenant's rental agreement.)

Tenants must always maintain control over their assistant animal so that the peaceful enjoyment of the community by all can be maintained. Assistance animals must always be under the control of the Tenant via a leash when outdoors. Permitting pets to stray, allowing a pet to soil other Tenant's lots, creating unreasonable noise, being unruly or causing complaints from other Tenants shall be cause for eviction.

(**Please note that landlords are not allowed to require specific details regarding the individual's disability, such as the exact nature or extent of the disability. Landlords are only allowed to confirm that the tenant has a disability and that the Tenant needs the requested accommodation. **)

CONDUCT

1. Tenants are prohibited from lighting and using fireworks, and other explosives.
2. Tenants are prohibited from using weapons of any nature in the park. This includes but is not limited to guns, rifles, shotguns, air pellet guns, BB guns, knives and tasers.
3. Tenants will be held responsible for the conduct of all household Tenants and guests. Be sure all Tenants and invited guests understand the community rules.
4. Your site is designed for residential use and not for the conduct of a retail business or any other enterprise prohibited by zoning or other ordinances pertaining to the community.
5. No outside fires are permitted except in a barbecue grill. No fire pits or other wood burning fireplaces are permitted. After use of a barbecue grill, ashes and debris created by the grill must be disposed of properly.
6. Insurance requirements prohibit swimming pools and trampolines.

PAYMENT OF RENT

It is the responsibility of the Tenant to cause payments to be received by the Landlord on-time and without set-offs, deductions or prior demand. Merely depositing payments in the mail, a drop box, or mail slot does not constitute receipt by Landlord. Cash is not accepted. For Tenants' convenience and to ensure payments can be made on time, Landlord provides three payment methods: 1) ACH Auto-Pay, 2) Online Tenant Web Access, and 3) CashPay.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed 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 management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management.

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT(S).

TENANT(s): _____ Date: _____
Tenant Signature(s)

TENANT(s): _____ Date: _____
Tenant Signature(s)

TENANT(s): _____ Date: _____
Tenant Signature(s)

TENANT(s): _____ Date: _____
Tenant Signature(s)

Landlord: SVTyler., LLC

Landlord or Authorized Agent: _____ Date: _____
Landlord or Authorized Agent Signature(s)