



COMMUNITY RULES AND REGULATIONS

To maximize the benefits for all tenants of White Wing Estates pre-fabricated home park, (the "Community"), the following Community Rules and Regulations (the "Rules and Regulations") have been adopted:

APPLICATION FOR RESIDENCY

- a. All prospective homeowners must apply and be accepted by White Wing Estates, LLC Insert DBA name here (the "Landlord") for residency in the Community prior to closing on the purchase of the home. A non-refundable application fee must be paid before an application will be processed.
- b. Upon approval of the application, a security deposit of \$150.00 must be paid and a written lease must be signed or declined in writing. New homeowners shall sign all move-in documentation at the time of payment of security deposit for the desired home or site.
- c. Homes in the Community must be owner-occupied (or leased from Landlord). A copy of the homeowner's title must be provided to the Community office. Failure to provide a copy of the certificate of title is just cause for termination of the tenancy.
- d. If any false or misleading information or statement is provided to Landlord on the rental application or during the application process, Landlord reserves the right to reject the prospective Tenant and, if the application is approved and a tenancy has commenced prior to Landlord's discovery of the false or misleading information, Landlord reserves the right to terminate the tenancy immediately.
- e. It is the policy of Landlord to offer equal housing opportunities to all qualified applicants. Landlord encourages and supports an advertising and marketing program in which there are no barriers based on race, color, national origin, religion, sex, familial status, handicapped status, marital status or age, to obtain housing. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe that you are being discriminated against and you cannot resolve your concerns with the Community manager, you may contact, by email: _____ or such other e-mail addresses provided by Landlord.

OCCUPANCY

- a. The maximum occupancy in a pre-fabricated home within the Community is three persons per bedroom.
- b. No person may occupy a home without the prior written permission of Landlord. Any person, age 18 years or older, must complete an application for occupancy, submit to a criminal background check and be approved by Landlord for occupancy prior to moving into a home.

c. Guests may not stay in a home for more than 14 days straight or 45 in any 12-month period without first completing an application and being approved by Landlord as an additional occupant.

d. Landlord reserves the right to reject an additional occupant for any reason not prohibited by law.

e. The Community is adjacent to a city park. City ordinance sec. 8.07 prohibits a sex offender from establishing a permanent residence or temporary residence within 1,000 feet of the real property comprising a school, child daycare, park or playground or other places where children regularly congregate. Community standards for application and occupancy (including guests) will be in compliance with this city ordinance.

ACCEPTANCE, AMENDMENTS, ENFORCEMENT, AND COMPLAINTS

a. **Acceptance of Rules.** Prior to admission to this Community, Tenant must sign Section 1 acknowledging that he/she has read and received a copy of these Rules and Regulations and any amendments and/or addendums thereto. Tenant agrees that he/she, as well as all other occupants residing in their home and all of their guests, will abide by the Rules and Regulations. Failure to comply with the Rules and Regulations may result in the termination of residency as provided by law. All terms and conditions of the Lease Agreement are specifically incorporated herein and Tenant, whether he/she has accepted or declined to sign a written Lease, must comply with the terms and conditions of the Lease Agreement that are applicable to a month-to-month tenancy. These Rules and Regulations supersede any prior rules and/or regulations for the Community.

b. **Amendments to Rules.** Landlord reserves the right to rescind, amend or modify the contents of these Rules. Landlord agrees to give Tenant written notice at least thirty (30) days prior to any modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25 by Tenant to comply with the new rule, in which event Landlord shall provide Lessee with 90 days after the date Tenant is provided with a written copy of the added or amended rule to comply with such rule. A copy of the revision or addition will be posted on the mail shed and/or mailed/emailed to tenants. It is understood that the distribution of the revision or addition to the rules to each site and posting of the revision or addition to the rules in the Community office shall be sufficient notification.

c. **Enforcement.** Landlord will attempt to enforce all Rules and Regulations at all times. Unawareness of a Rule or Regulation is not a defense for failing to abide by it. Failure by Landlord to enforce a Rule or Regulation or a provision of a Rule or Regulation on one (1) or more occasions is not a continuing waiver of Landlord's right to enforce the Rule or Regulation. Except for emergencies where notice time may be shorter or where notice may not be required, Landlord will send Tenant a written notice of a rule violation that specifies that violation and the time for taking corrective action. Failure to correct the violation within the time provided shall put Tenant in default and subject Tenant to all available remedies under Texas law. Landlord may, but is not obligated to, make the correction

and charge Tenant. Tenant must keep contact information up to date with the community management at all times, including phone, email address and address for all tenants on their lease.

d. **Complaints.** All complaints regarding the Community, neighbors, Landlord, etc. shall be made in writing. Landlord recommends that tenants first attempt to resolve any problems or misunderstanding directly by civil and courteous discussion with fellow tenants. If that attempt fails, tenants may then submit a written complaint to Landlord. All complaints must be referred to the Community manager by the homeowner. A response and proposed resolution to the problem will be issued within fifteen (15) days of receipt of your complaint. In no event is a tenant permitted to take any direct action against another tenant to enforce these Rules and Regulations.

CONDUCT AND TERMINATION OF TENANCY

All Tenants are to respect the rights of others to enjoy the quiet and peaceful use of this Community. Tenants are responsible for the conduct of their guests and the other occupants in the home. Tenant's tenancy may be terminated for any of the following reasons, or any other reason permitted under Texas law.

a. **Criminal Drug-Related Activity.** Tenant's tenancy may be terminated if Tenant, a member of Tenant's household or other person or guest, whether or not such person is under Tenant's control, allows the Site or any area within the Community to be used for or to facilitate drug related criminal activity, including the unlawful manufacture, deliver, possession with intent to deliver, or possession of a controlled substance on the leased premises. A single incident of this nature shall be sufficient for Landlord to terminate the tenancy and, if Landlord has filed a police report alleging that the person has engaged in such illegal activity, then Landlord may serve on Tenant a Notice to Vacate in accordance with Chapter 94 of the Texas Property Code.

b. **Other Criminal Activity & Firearms.** The discharge of any firearm, bow and arrow, slingshot, air gun, or any type of weapon that shoots any type of projectile with force is prohibited within the Community. Tenant's tenancy may be terminated if Tenant, a member of Tenant's household or other person or guest, whether or not the person is under Tenant's control, engages in any illegal activity, including but not limited to burglary, prostitution, games of chance or other illegal activity, criminal street gang activity, assault, brandishing or discharging a firearm or other weapon, including but not limited to bow and arrows, slingshots, rockets or explosives and/or fireworks of any nature, whether in the home, on the site or anywhere within the Community. A single incident of this nature shall be sufficient for Landlord to terminate the tenancy.

c. **Interference with Peaceful Enjoyment.** Tenant's tenancy may be terminated if Tenant, a member of Tenant's household or guest interferes with the peaceful enjoyment and/or health, safety, or welfare of other Tenants. Radios, televisions and stereos that are played excessively loud, as well as shouting, threatening, and abusive language or other disturbing noises are not permitted within this Community at any time. Quiet hours are from 10:00 p.m. until 8:00 a.m. and during such hours, radios, televisions or stereos that can be heard outside the home and other disturbing noises such as lawnmowers, loud vehicles, and power tools are prohibited within the Community. Verbal abuse or verbal threats from Tenant, a member of Tenant's household or guest towards Landlord or

employees shall be considered a violation of the Rules and Regulations and will be considered just cause for termination of tenancy.

d. Infliction of Physical Injury & Destruction of Property. Tenant's tenancy may be terminated if Tenant, a member of Tenant's household or other person or guest, whether or not such person is under Tenant's control, causes an intentional physical injury to Landlord personnel or to other Tenants, or causes intentional physical damage to the property of Landlord or other Tenants. A single incident of this nature shall be sufficient for Landlord to terminate the tenancy.

e. Failure to Obey Rules. Tenant's tenancy may be terminated if Tenant fails to maintain the home or site in accordance with the standards stated in the Rules and Regulations, or if Tenant, a member of Tenant's household or other person or guest, whether or not such person is under Tenant's control, fails to abide by the rules, procedures or other standards, or if information required to be provided to Landlord, including but not limited to information provided in the application for residence is false or for any other reason provided by law.

f. Damage to Property. Tenant's tenancy may be terminated if Tenant, a member of Tenant's household or other person or guest, whether or not such person is under Tenant's control, causes damage due to waste, misuse or neglect of the Site, common areas, or Facilities provided by Landlord or other property belonging to Landlord or other tenants.

g. Curfews. A minor shall not loiter, idle or congregate in or on any Community street at any time unless accompanied by a parent or legal guardian. All outdoor activities must cease after 10:30 PM. No loud noise shall be permitted that would disrupt the neighbors.

STANDARDS FOR HOMES IN THE COMMUNITY

a. Prior to moving a pre-fabricated home into the Community, a full description of the home intended to be installed, including size, year of manufacture, make and model, siding material and photographs of all sides of the home must be provided to Landlord. Landlord reserves the right to refuse any home that does not meet the Community aesthetic or safety standards pertaining to homes entering the Community. All homes must meet the community home minimum standards of construction.

b. Fire Extinguisher and Smoke Detectors. The park requires that all pre-fabricated homes in our community must have at least one fire extinguisher and at least one smoke detector, depending on unit size. HUD Standards require a smoke detector in each bedroom area. Additional smoke detectors are required when more than one (1) bedroom area exists where the doors are not in immediate proximity to each other. The fire extinguisher must be approved by the National Fire Protection Association. Homes are located in close proximity to neighboring homes and it is essential, for the protection of all residents in the Community that the fire extinguisher and smoke detectors remain functional at all times. Landlord therefore reserves the right to enter Tenant's home annually and upon prior notice to Tenant to verify that the smoke detector(s) and fire extinguisher, which are required by law, are present and in working order.

c. **Home Address.** The landlord requires that house numbers at least three (3) inches in height shall be placed on the side of the home that faces the street. Numbers shall be placed seven (7) to eight (8) feet up from the ground, shall not be obstructed by landscaping or decorations, and shall be clearly visible from the street. Missing numbers shall be replaced immediately.

d. **Painting/Power Washing.** Exteriors of homes, including steps, decks, and sheds must be kept cleaned and power washed or painted as needed.

e. **Window Treatments.** Only curtains, blinds or shades that are specifically designed for such use may be used as window treatments and must be maintained properly or replaced or repaired. Sheets, blankets, newspapers or any other substitutes are prohibited. Broken windows and screens shall be immediately repaired or replaced.

g. **Holiday Decorations.** All holiday decorations must be removed from homes within two weeks of the holiday.

INSTALLATION OF HOMES IN THE COMMUNITY

a. **Set-up.** Pre-fabricated homes must be set-up and tied down. Axles and hitch must be removed.

b. **Skirting.** Skirting shall be installed immediately upon installation of the home. Skirting must be either Hardy or LP SmartSide type products, and painted to match the home, and shall have access panels at the water crock and sewer riser. Tenant shall be responsible to repair or replace skirting when it becomes damaged or missing. All installation shall be made to Community standards.

c. **Steps.** Stairs leading to entrance doors shall be made of fiberglass or treated wood with appropriate railing(s) and the area beneath the steps shall be enclosed with skirting type material approved by Landlord. The landing area of the structure must fall a maximum of six (6) inches below the door.

d. **Air Conditioning.** Tenant must obtain written approval from Landlord prior to installing and operating central air conditioning units. Central air conditioning units shall be located on solid concrete in an inconspicuous area. No window unit AC's are allowed, Central AC units are to be placed at the rear of the home, opposite the street.

CAUTION: Central air conditioning and most types of window air conditioners may require additional electric service to your home. Do not overload your electrical circuits. A licensed electrical contractor shall install central air conditioners and any required electrical upgrades. A copy of the contractor's license and insurance shall be submitted to the office prior to the start of any work.

e. **Cable Television, Antennas and Satellite Dishes.**

i. Utility provider provides underground cables to each Site pedestal. The installation of television cable from the pedestal to the home shall only be made through the floor of the

home. Entry by means of window or door openings is prohibited. The installation of television cable is the responsibility of the Tenant. Your local cable company will advise you of service available and the costs, if any.

ii. The use of **Digital antennas** in the Community shall have Landlord approval prior to installation. Antenna elements shall not exceed 30 inches x 30 inches in size. Installation must be on the back of the home below the roof line. Installation shall be side mounted only and shall be the responsibility of the Tenant. Antennas will not be permitted to be roof or ground mounted. Antennas shall be maintained and kept in a neat and orderly appearance.

iii. **Satellite dishes** are prohibited and will not be approved for installation. Violators will be required to remove immediately and will be subject to fines.

f. Utility Services and Connections:

i. **Underground lines.** The telephone, television cable and electric companies are responsible for their individual underground lines. There will be no gas utility lines in the community. The City is responsible for the proper maintenance and repair of all sewer and water service lines below ground level from the meter back toward the city supply, tenant will be responsible for the line from the meter to their home. Tenants are responsible for any damage or required repairs to their home or above ground utility lines.

ii. **Electrical lines.** The outside main electrical line to the home must be buried. Tampering or altering these connections is strictly prohibited.

iii. **Water service connection to home.** Semi-rigid tubing, such as approved copper tubing or plastic piping, shall connect water service to the home. Water shut-off valves are required to be installed inside the home at all fixtures, including the garbage disposal unit. Connections shall be maintained in a good, safe and leak proof condition at all times. Tampering or altering these connections is strictly prohibited.

iv. **Water Meter.** At move in, all Tenants are supplied with a water meter, which is installed by the City. The City will maintain the water meter. The Tenant is responsible for maintenance of riser, cock and all plumbing from meter to home.

vi. **Storm sewer.** The disposal of waste material into the storm sewers is strictly prohibited. Damage caused by disposing of waste into the storm sewers will be repaired and the expense for such repair will be the responsibility of Tenant. vii. **Sewer line connection.** The disposal of any improper waste material into sanitary sewers is also strictly prohibited. Damages to sewer lines and park property caused by disposing of improper waste material into sewers will be repaired and the expense for such repair will be the responsibility of Tenant. Any cost of related repairs to the tenant's Home or other affected residences as a result of such an incident will also be borne by the responsible tenant. Landlord can, at its discretion, arrange for such repairs and charge the tenant if the damages are deemed to create a nuisance or present a danger to residents. viii. **Damage to underground water lines**

and water meter. Damage of any below ground improvements or the water meter due to malfunctioning heat tapes, plumbing work, digging, or improper disposal into the sewer lines will be repaired by Landlord or its contractor and the expense for such repair shall be charged to the Tenant.

HOME IMPROVEMENTS AND MAINTENANCE

a. Tenants shall not make any alteration to the exterior of the home without Landlord's prior written consent, including but not limited to any color change intended to be made to the exterior of the home or shed.

b. Landlord shall be provided a sketch of any proposed home improvements (i.e. porch, deck, carport, awning, shed, patio or other home additions). A sketch of any proposed excavation and its location shall be provided to Landlord, but only after "811" and/or other utility companies have been called to mark the location of their cables. Sites may contain extensive underground power cables; any digging without the knowledge or permission of Landlord could be dangerous to others or cause damage to property in the Community. Tenant must obtain a Community building permit from Landlord prior to the commencement of any exterior improvement and must also obtain any and all permits that required by the City of El Campo.

c. **Porches, Decks, etc.** Prior to installing a porch, deck, ramp, overhead trellis, covering or other addition, Tenant must first obtain the written approval of Landlord and furnish any requested information regarding the size, location, and construction of same. Tenant shall also obtain any City of El Campo building, plumbing, mechanical and electrical permits if required. All porches, decks, ramps, and trellises must be constructed of treated wood and be enclosed to grade with a material approved by Landlord. Handrails or enclosing panels shall not be higher than four (4) feet above the surface of the deck. The landing area of the structure must fall a maximum of six (6) inches below the door. Tenant must maintain the porch, deck, or other addition, including all handrails and/or guardrails in a safe and attractive manner free of clutter.

d. **Awnings.** Awnings shall be made of galvanized and painted steel or painted aluminum. The size, location and configuration of awnings shall have written approval by Landlord prior to construction. Any addition to the home must make the appearance look better and kept in good repair.

f. **Painting.** Exterior colors on homes, additions, sheds, decks, and the like shall be pre-approved by Landlord. Landlord has established acceptable color palettes for siding and trim. Wood siding and trim shall be sealed to maintain its original factory color or stain.

g. **Maintenance.** Tenants are responsible for maintaining the home exterior and shed, including but not limited to doors, windows, screens, siding, skirting, and all utility connections, in a clean and attractive fashion at all times. Failure to repair or replace damaged or worn elements as needed is just cause for termination of the tenancy.

h. **Clothesline.** No clotheslines or lines of any kind are permitted. No towels, rugs, clothing or laundry may be hung outside the home, including on or in enclosed porches.

SITE MAINTENANCE AND LANDSCAPING

a. **The Site** is comprised of the area on which the Home is installed, together with the patio area, driveway or contiguous parking space(s) if any, and the lawn area that Tenant is required to maintain. The Site does not have any fixed boundaries and the actual size of the Site may vary during the tenancy depending upon the size of the homes, which are or may be installed on adjacent sites. 100% of the street facing side of the home will be landscaped, 50% of the sides and 50% of the back of the home must be landscaped by the Tenant.

b. **Outside Storage.** Tenant shall keep the Site neat and free of litter. Outside storage, including all storage on porches, decks or under the Home is prohibited, with the exception of approved garbage containers, recycling bins, portable grills, and permanent type lawn furniture such as wooden picnic tables and chairs, or wrought iron garden furniture, which may be kept outside. Outside furniture shall be kept in good repair and painted. Only furniture that is specifically designed for outdoor use may be kept outside the home on decks, patios or lawns. Newspaper boxes shall not be affixed to home. Garden hoses shall be kept on hose reels or hangers and shall be attached to the home or in containers to maintain a neat appearance. Garden hoses shall be shut off and stored in a manner where lawn care can be performed without hindering the mowing crew. All tools, lawn mowers, toys, bikes, etc., shall be stored in the utility shed. Yards must be kept picked up at all times.

c. **Landscaping improvements.** Tenants are encouraged to plant flowers and shrubs however, the planting of trees is not permitted. Landlord must approve the location of all landscaping improvements made by Tenant in advance in writing. At Landlord's option, the Tenant (at his/her expense) shall remove all such landscaping planted by the Tenant and also repair any damage caused such removal when surrendering the Site. When seeking Landlord's approval, Tenant shall provide Landlord a sketch of the location and depth for which excavation is planned. Permission for digging or excavation by Tenant will not be given unless the Tenant has first called 811 and perform a locate for utility lines.

d. **Patios.** Landlord must approve patio design, in writing prior to construction.

e. **Fencing.** Fences are not permitted. Pet kennels and pens are permitted with prior approval. Pet invisible fence is permitted with prior approval.

f. **Grass.** Lawn care service will be arranged by the Landlord and included in the lot lease price. This service will include mowing and edging grass, blowing clippings off streets, driveways and sidewalks and treating anthills. Tenant will properly water grass, trees, shrubs and landscaping to maintain a healthy and attractive appearance. This also includes cleaning grass and weeds out of cracks of sidewalks, patios and parking spaces. Grass shall be trimmed around all four (4) sides of home and pedestal. It is prohibited to throw leaves, grass clippings, garbage or any other object over fences, into ditches, or into the areas that surround the Community.

g. **Shrubs and Trees.** Shrubs, trees, or similar vegetation may not be planted within five (5) feet of a road, a fire hydrant, or an adjacent Site. Any landscaping that obstructs traffic vision must be trimmed or removed at the sole discretion of Landlord.

h. **Failure to maintain.** In the event Tenant fails to maintain his/her Site as required, a rule violation notice shall be issued unless the Landlord deems that the violation creates an imminent danger to the park or its residents in which case immediate corrective action will be taken. If a violation is not corrected as requested, Landlord has the right, but not the obligation, to enter onto the Site and perform any and all necessary maintenance. In either case the cost incurred as a result of said maintenance shall be charged to the Tenant and must be paid together with the following month's Site lease payment.

i. **Damage to Neighbor's site.** As a courtesy to other tenants, Tenant is prohibited from entering onto other Sites without permission from the homeowner. Landlord is not responsible for any damage caused to the lawn or other property of another tenant due to the negligence of Tenant, Tenant's child, guest, or other occupant.

j. **Contamination of site.** Tenant shall not contaminate the Site by his/her use or misuse of hazardous substances, toxic substances, wastes or pollutants, which are regulated under any local, state, or federal environmental law. Tenant is responsible for and shall hold Landlord harmless from any clean up costs caused from Tenant's contamination of the Site.

RIGHT OF ENTRY

Landlord shall have the right of entry onto the Site, including underneath the Home to access utility connections, etc., for purposes of inspection, repair and replacement of Landlord supplied utilities, maintenance to the Site, and protection of the Home at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with Tenant's quiet enjoyment of said leased premises. Landlord reserves the right to enter Tenant's Home annually upon prior notice to Tenant to verify that the smoke detector(s) and fire extinguisher, which are required by law, are present and in working order.

SHEDS

a. Only one (1) shed shall be permitted for each site.

b. Shed size may not be larger than 4 x 8 feet. Sheds may not be higher than the overhang of the roof of the home.

c. All shed designs requested placement shall be submitted to the Community manager and approved in writing, prior to construction. Placement of shed must be in the rear of the home, opposite of the street, preferably near the home. Sheds must be painted to match the house, and follow all maintenance rules as the home. If the shed is not kept in good condition, tenant must make the needed repairs, or Landlord will make repairs and charge the tenant for such repairs.

d. Sheds must be constructed of wood or metal (stained or painted to match or compliment the exterior of the home) (to match or compliment the exterior of the home). Murals and/or other artistry on sheds are prohibited. "Rubbermaid" type sheds are prohibited.

e. Sheds must be kept in good repair and in a neat condition at all times. The shed door(s) must be operable and closed when the shed is not in use.

f. All sheds must be anchored with proper anchors to prevent movement in a storm.

g. If electrical service is extended to the shed, it must be buried in conduit. Exposed cords between the home and the shed are prohibited.

TRASH AND REFUSE PICKUP

a. Household trash disposal is furnished to the Community at a central location with a large dumpster. When there is a holiday during the week, the pickup will be made on the day following the normal pickup day. All Tenants are to dispose of household trash at this location.

b. Trash cans must have tightly fitted lids and be stored behind the home so they are not visible from the street. Trash cans must be kept clean and free of maggots.

c. It is Tenant's responsibility to remove any item or debris left behind by the garbage company.

d. Trash must be placed in a sealed plastic garbage bag, and then placed in a trashcan with a tight fitting lid at all times, until Tenant properly disposes of at centrally located dumpster.

e. Tenants shall arrange for the removal of large bulky items at their own expense or contact the City for a special pickup. The removal of all appliances is the sole responsibility of the Tenant.

SIGNS

a. Except as otherwise permitted in these Rules and Regulations, the posting of any sign on the exterior of a home or on a site is prohibited. The posting of any sign on trees, light posts, telephone poles, or on any common area in the Community is strictly prohibited.

b. Political Yard Signs, defined as "campaign signs that demonstrate a position on candidates for publicly elected offices or proposals for public election" are allowed on individual sites, subject to all of the following guidelines:

i. Political Yard Signs shall be no larger than 18 x 24;

ii. Only three (3) such signs in total can be displayed per site at any one time.

iii. Political Yard Signs may only be displayed during the four (4) weeks prior to the particular election and up to one (1) week after the election, unless the local municipality has different permitted time frames, in which case the local ordinance shall control.

c. Contractors who are performing work at a site may post a small sign while work is in progress. Such sign may contain only their company name and telephone number and must be immediately removed upon completion of the job.

d. Party and Yard Sale signs will be permitted for up to 3 days.

e. Non-conforming signs will be removed by Landlord. Tenant is ultimately responsible for any and all signage on or about their premises regardless of who initially posted such signage.

FLAGS

Flags must be in good condition.

MAIL BOXES

Landlord will provide 2 keys to the tenant mailbox located in the mail shed. Lost keys will be replaced upon request at a cost of \$35 per key. All keys issued must be returned at the end of tenancy.

YARD SALES

Only Landlord approved yard sales are permitted. Tenant must submit written request and receive written approval from Landlord before advertising or conducting a yard sale.

VEHICLES AND MOTORCYCLES

a. Operators of vehicles and motorcycles must comply with all state and local laws in addition to the requirements listed below. If these guidelines are violated, Landlord reserves the right to require the Tenant to permanently remove the vehicle or motorcycle from the Community and/or terminate the tenancy.

b. All vehicles and motorcycles must be registered with Landlord. All vehicles and motorcycles kept at the Site or in the Community parking areas must have a current license plate and, if provided by Landlord, a current Community parking sticker. Motorcycles must have prior written approval by Landlord.

c. All traffic regulations shall be observed and obeyed throughout the Community. A 15 mile per hour (MPH) speed limit must be observed. Adherence to all signs such as "Children Playing", "Stop", "15 MPH", and other signs of the nature shall be strictly enforced. Violators will be issued citations. Continued violations for the same offense may lead to eviction. Motorcycles may be driven to and from Site only. Driving throughout the Community, on grass or sidewalks is prohibited.

d. All vehicles and motorcycles shall be operable and not leaking fluids. Flat tires must be repaired within 48 hours. Any vehicle or motorcycle dripping oil or gasoline must be immediately removed from the Community until it is repaired. Tenant must clean up automotive fluid spills within 24 hours

or Landlord may do so and charge Tenant, which charges will be due and payable with the next monthly rent. Gas, oil, transmission fluid and antifreeze can permanently damage asphalt and stain concrete. Tenant shall pay all costs to repair or replace asphalt or concrete damaged by fluids from Tenant or Tenant's guests' vehicles or motorcycles.

e. All vehicles are to be equipped with an adequate and functioning muffler. Vehicles with malfunctioning mufflers must be repaired within 48 hours. The operation of vehicles not properly muffled or with malfunctioning mufflers within the Community is not allowed. Noise levels of vehicles and motorcycles must be kept at a minimum to avoid interrupting the quiet enjoyment of other tenants.

f. Motorcycle drivers and passengers must be tall enough to reach foot pegs. Children under this requirement are not permitted as passengers.

h. Routine maintenance or minor repairs on vehicles and motorcycles may be carried out at the site (i.e. change spark plugs, replace fan belts, or repair a flat tire). Major repair or maintenance projects such as repairing or replacing an exhaust system, brakes, oil changes, or rebuilding an engine are not permitted. Vehicles that are placed on jacks will be considered a danger and liability and will be towed immediately.

i. Tow trucks, semi-tractor trailers, cube vans, utility trailers or other trailers used for commercial use are not permitted to be brought into the Community except for delivery or service purposes. No vehicle, with the exception of those leased/owned and operated by Landlord, with a load capacity in excess of 1.5 ton shall be kept, stored or placed within the Community, except while making regular deliveries.

j. Landlord reserves the right to remove vehicles parked in violation of these Rules and Regulations, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. All costs incurred thereto shall be paid by Tenant or vehicle owner.

PARKING

a. Each Site is provided with parking for two (2) vehicles.

b. Tenants shall obtain the neighbor's permission before parking in the neighbor's designated parking spots.

c. Except as designated, parking is prohibited on sidewalks, patios, lawns or vacant sites. Parking is prohibited within fifteen (15) feet of a fire hydrant. Fire, ambulance and other emergency vehicles cannot serve your needs when vehicles restrict the right of way. If it is necessary to park in the street to load, or unload, please leave the 4-way flashers on.

d. Tenants may not park their vehicles in the guest parking lots or parking lots of Community common area facilities (the "Facilities") unless Tenant is using the Facilities.

- e. Guests must park in designated guest parking areas.
- f. Parked vehicles must be centered in the parking spaces. Motorcycles must be parked on parking pad. Parking of vehicles or motorcycles on the street or on the lawn is prohibited.
- g. Violations and fines shall be issued to vehicles illegally parked.
- h. No parking is allowed within fifteen (15) feet of a Community fire hydrant.

RECREATIONAL VEHICLES AND CAMPING EQUIPMENT

- a. Trail bikes, mini-bikes, all-terrain vehicles and other vehicles of this nature may not be parked, stored or operated in the Community, unless stored in an approved shed and only operated to load the item.
- b. Boats, motor homes, un-mounted truck campers, caps, campers, tents and other recreational equipment of this nature may not be parked, stored or used on Tenant's site or elsewhere in the Community. Tenant may bring a trailer, motor home or boat into the Community only for purposes of loading and unloading and such parking is limited to a four (4) hour maximum time limit per week unless prior arrangements have been made with the Community manager. Tenant must notify the Community Manager each time Tenant intends to bring a recreational vehicle into the Community.
- c. No person may sleep or live in any type of recreational vehicle or camper. No form of recreational vehicle or camper may be attached to any utility connection.
- d. Tents are not permitted to place on the Site for longer that 2 days, and only used for children camp outs.

PETS

With the prior written consent of Landlord, which may be withheld at Landlord's sole discretion, and execution of the Lease Pet Addendum, Tenant may have a maximum of two (2) animals (dogs or cats) per household. Please check with Landlord before acquiring a pet to ensure that the pet will be approved. Pets that not approved by Landlord may not be kept with the confines of the Community. If Landlord determines that Tenant has an unregistered pet, the pet will not thereafter be approved by Landlord and must be permanently removed from the Community or a just cause termination of tenancy action will be commenced. Failure to abide by the following rules will result in loss of all pet privileges and/or termination of the tenancy.

- a. Exotic or farm-classified animals are prohibited in the Community.
- b. Proof of licensing and immunization in accordance with state and local laws shall be provided to Landlord at the time of registration and annually thereafter. Photographs of all pets shall also be placed on file. Pets shall wear an identification tag and their pet license at all times.

c. Pets shall be on a hand-held leash and accompanied by an adult whenever outside of the home. Pets running loose will be caught and turned over to the local animal control department. Tenants may also call the City to report animals loose in the Community.

d. Pets are not allowed in any area where people congregate.

e. Pet litter shall be removed immediately, both when walking the pet in the Community and from Tenant's Site.

f. Tenant is solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Community.

g. Landlord retains the right to void any registration already accepted for any animal that exhibits aggressive behavior or ill temperament, as determined by Landlord in its sole discretion. Any pet that bites or attacks another Tenant or pet **MUST BE PERMANENTLY REMOVED FROM THE COMMUNITY IMMEDIATELY.**

h. Tenant shall repair damage to yards caused by pets at his/her expense.

i. Unattended chained animals are prohibited, as are doghouses or other types of animal shelters. Invisible fencing and outdoor kennels/pens are allowed with prior approval by Landlord.

j. Tenants are not permitted to "dog sit" at their home. Pets belonging to Tenant's guests are not permitted in any common area.

k. Service animals are not considered to be "pets"; however, all Pet rules that are not inconsistent with fair housing laws pertaining to service animals will apply to service animals. Landlord requires verification from the handicapped person's health care provider that the service animal is necessary in order to allow the handicapped person to have the same opportunity that a non-disabled individual has to use and enjoy the leased premises. Please see Landlord for details and necessary forms.

PLAYGROUND, RECREATIONAL, ATHLETIC EQUIPMENT AND TOYS

a. Playground equipment is provided for the children of the Tenants. Hours for playground use are from 8:00 a.m. until dusk. Children ages eight (8) years and under must be accompanied by a parent or legal guardian at all times when on the playground.

b. Any damage to the playground or Community property caused by a Tenant's child or guest will be the Tenant's sole responsibility and Tenant shall pay all fees or charges deemed necessary by Landlord to repair such damage.

c. Parents and legal guardians are to stress safety and supervise their children.

d. Jungle gyms, trampolines, weight benches, basketball structures, or other such recreational/athletic equipment are prohibited on Tenant's site, vacant sites, streets, parking areas, or elsewhere in the Community.

e. Children's toy playhouses (up to 4 x 5), small sand boxes (up to 4 x 4 x 12) will be permitted, and shall be kept neat in appearances at all times. Swimming and/or wading pools are not permitted.

f. Swing sets are not permitted at the Site.

g. Bicycles, skateboards, scooters, or roller skates are not to be ridden in the entranceway of the Community at any time, but may be ridden in streets elsewhere in the Community, provided such use does not impair the safe and unimpeded operation of motor vehicles.

h. For safety reasons, young children are prohibited from playing in the streets. The playground is the designated area for children's play.

COMMUNITY FACILITIES

a. Community Facilities are maintained as a service to all Tenants and are to be treated with respect. Your cooperation in keeping the Facilities clean and serviceable is essential and appreciated. Irregularities in the operation of these Facilities should be immediately reported to Landlord.

b. Tenants and their guests using the Community Facilities do so at their own risk. Landlord is not responsible for loss of any kind, or injury or accident connected with such use.

RESALE OF HOME

Sites are non-transferable. Renting or subletting pre-fabricated homes is strictly prohibited. Any transfer of title to a home, other than a surrendering of the title to the lienholder of record, must comply with the rules pertaining to the resale of a home, regardless of whether Tenant received payment for such transfer. Only those persons whose names appear on the title and are residing in the home can resell the home pursuant to an on-site resale.

a. Resale Inspection. Tenants may resell Tenant's home on the Site as long as the home meets Community aesthetic specifications and safety standards. The list of on-site resale specifications and standards is available at the Community office. Prior to listing a home for sale, Landlord must inspect the home and the Site to ensure that they are in compliance and that there are not water leaks inside or outside the home. Landlord may charge Tenant a fee in connection with such inspection. The inspection is valid, all conditions remaining the same, for one (1) year. If the home does not meet the Community specifications that are in effect at the time of the resale inspection, the home shall be brought into conformance with Community standards prior to listing the home for sale or placing "for Sale" signs on the home. Homes that are not in conformance with the Community specifications must be removed from the Community upon sale. Prospective Tenants will not be approved if the home has not been inspected and approved for resale. The resale inspection does

not warrant that the home is in conformity with applicable building codes or that the home is free from defects.

b. Notice of Intention to Sell. Tenants shall provide Landlord with a written thirty (30) day notice of selling their home.

c. "For Sale Sign". Two (2) 18 x 24 "For Sale" signs are permitted to be placed in the window or on the home after the inspection fee is paid and all repairs and corrections are completed. All "For Sale" and/or "Open House" signs must be purchased from a store. No homemade signs are permitted. Signs not in compliance with these requirements must be removed. All homes must be power washed prior to resale.

d. Purchaser's Application for Residency. Prior to finalizing the sale of the home, after seller receives resale authorization approval, the prospective purchaser shall submit to Landlord an application for residency in the Community and pay all applicable fees and deposits. Qualification for acceptance of the purchaser into the Community shall be based upon the acceptance by Landlord of purchaser's credit report, income verification, purchaser's acceptance of the Rules and Regulations, and any other basis as permitted by law. The purchaser must sign a lease and pay the security deposit prior to occupying the home.

e. Transfer of Title. Title to the pre-fabricated home must be transferred to the approved purchaser immediately after the closing. Proof of the transfer of title must be submitted to Landlord before new Tenant takes possession.

f. Sale of Home after Just Cause Eviction. A Tenant who has been evicted for "Just Cause" may have up to 90 days to sell their home within the Community, provided all Site lease payments, inspections, fees and other rules pertaining to on-site resale are met. If the home is not sold within 90 days, it must be removed at the expense of the owner as provided by law.

g. Right of First Refusal. If, during the term of this lease or any extension thereof, Tenant accepts an offer to purchase Tenant's mobile home or if Tenant intends to enter into an agreement for the sale of said property, Tenant shall first give Landlord written notice setting forth the name and address of the prospective buyer, the purchase price, and all the terms and conditions of the proposed sale. After delivery of such notice, the Landlord shall have the right to purchase the property upon the same terms and conditions. The right of first refusal shall be exercised by certified mailing or personal delivery to Tenant within five (5) days of receipt of notice. Should Landlord elect not to purchase on such terms and within said five (5) day period, the right of first refusal shall be deemed expired, and Tenant may proceed to sell the property upon the terms and conditions set forth in the notice to Landlord. This provision shall not apply to sales by Tenant to individuals who intend to keep the mobile home on the premises, who intend to reside therein for a period of twelve (12) months or more, and who make application to Landlord for approval as a tenant and who are in fact approved.

h. Sale or Transfer of Title in Violation of Resale Rules. If the pre-fabricated home is sold or title transferred prior to the completion of all repairs required by the resale inspection or prior to the approval of the purchaser by Landlord, or if the purchaser fails to sign a lease or pay the security

deposit to Landlord, the purchaser will be deemed to be a trespasser and the Seller/Tenant will remain responsible for all rent and other charges that may thereafter come due, regardless of whether the Seller/Tenant continues to occupy or hold title to the home.

REMOVAL OF HOME FROM COMMUNITY

Tenant is to provide Landlord with at least sixty (60) days written notice of Tenant's intention to remove the home from the Community. If the home occupies the site on the first day of the month, Tenant will be liable for the full month site payment. All utilities shall be paid in full prior to removing the home from the Community and documentation of such shall be provided to Landlord. Tenant's failure to remove the home within one week of the date stated on the written notice of intent to remove the home will be required to submit a new 30 day notice of his intent to remove the home.

ABANDONMENT OF HOME AND SITE

If Tenant abandons the pre-fabricated home, then Landlord may remove the home from the Site, after Notice to Tenant at Tenant's last known address. Tenant will be responsible for any and all expenses incurred in removing the pre-fabricated home or other property from the Site as well as all costs to restore the Site to its original condition.

ADVERTISING, SOLICITATION, AND OPERATION OF BUSINESSES

Advertising, soliciting or delivering handbills by Tenants or unauthorized individuals is prohibited. Landlord, however, reserves the right to communicate with Tenants through the distribution of written material from time to time. A commercial enterprise or business that violates local, county, or state zoning ordinances is prohibited from being conducted in the Community. Businesses that interfere with the health, safety, welfare, or quiet enjoyment of other Tenants may not be conducted in the Community.

PERSONAL HEALTH AND FIRE SAFETY

a. Landlord is concerned with your family's well being; adherence to the following guidelines is therefore very important. All Tenants are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, Site and surrounding Community. All accidents which occur within the Community must be immediately reported to Landlord. Parents or guardians are responsible for the actions of their children and guests as provided by laws.

b. All Sites and homes are to be kept free of health and fire hazards, such as combustible materials under the Home. For your own safety, storage under your home is prohibited. Please take extra care when around any body of water within the Community.

d. It is the responsibility of each Tenant to monitor radio and/or television broadcasts for severe weather warnings.

e. Tenants shall furnish Landlord with the name, address, and telephone number of the person to be notified in case of an emergency.

FIREWORKS AND OPEN FIRES

Fireworks, sparklers, fire crackers, etc., are prohibited in the Community. Fire pits are not permitted in the Community.

ACCIDENTS AND DAMAGE TO TENANT'S PROPERTY

Landlord is not responsible for accidents or injuries to Tenants, their family members or guests, which may occur within the Community, except for Landlord's failure to perform a duty, or negligent performance of a duty, as imposed by law. Damaged or lost property resulting from fire, theft, wind, floods, or any other act of God, which is beyond the control of Landlord is also specifically disclaimed.

LOSS AND LIABILITY

Tenant must at all times maintain a home comprehensive form insurance policy insuring the pre-fabricated home against loss or damage. Proof of insurance must be provided to Landlord upon request and at least once per year, when the policy is renewed or after any change in insurer. It is also recommended that each Tenant include liability coverage for personal injuries that may occur around the Site or within the Home.

CONFLICT

To the extent these Rules and Regulations conflict with the terms of the Lease, the terms of the Lease shall govern. Any provision hereof which is in conflict with applicable laws as of the date hereof, is hereby amended to conform to and comply with such laws to the maximum and fullest extent permitted thereunder. If, as a result of such law conflict and/or required amendment thereto, and term, obligation, right, condition, or provision thereof is held invalid, inoperative, void, or unenforceable, herein the "Offensive Provision", the remaining provisions hereof shall (a) remain in full force; (b) in no way be altered, affected, impaired, invalidated, or otherwise changed by the Offensive Provision; and (c) be interpreted, construed, and applied as though the Offensive Provision was not in the first instance contained herein.

CONTACT INFORMATION:

IN CASE OF AN EMERGENCY, CALL 9-1-1

COMMUNITY MANAGER: (979) 320-9418

EL CAMPO POLICE DEPARTMENT

1011 WEST LOOP
EL CAMPO, TX 77437

PHONE: (979) 543-5311

EL CAMPO FIRE DEPARTMENT

1011 WEST LOOP
EL CAMPO, TX 77437
PHONE: (979) 543-3335

CITY OF EL CAMPO UTILITIES

(WATER, SEWER, TRASH)

315 E. JACKSON ST

PHONE: (979) 541-5000

ELECTRIC PROVIDER

AEP

INTERNET PROVIDER

YK Communications

1-361-771-3334





