

RIDGE CREST MHC RULES AND REGULATIONS



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Space No: 0

Resident(s): 0
 0

Address: 14146 S Interstate 35 Access Rd, Von Ormy, TX 78073

Purpose

These Rules and Regulations provide Ridge Crest MHC and each resident with a set of standards of common responsibilities conduct, and respect for each other and the community.

As stated in the Lease Agreement, these Rules and Regulations are an integral part of maintaining the positive relationships we enjoy as a part of living in this modern manufactured home community. The owners and management of the community sincerely hope that you will enjoy a pleasant residency at our community, and your suggestions will always be appreciatively accepted and thoughtfully considered.

These Rules and Regulations form a part of the Lease Agreement and are binding upon the community, the residents, and any guests or invitees of residents.

Application for Residency

Residents must complete an application that is approved, pay the application fee, pay the deposit, and execute the Lease Agreement before a prospective resident can move in. Applicants must provide suitable references from previous community operators or landlords if they have any. Applicants must also demonstrate financial capability to pay community fees and charges and financing cost, if any, of their manufactured home.

The management committee determines which applicants are approved or disapproved. The committee reserves the right to refuse rental to any applicant, and all decisions are final. Once an applicant is approved, the resident must obey all laws, ordinances, rules and regulations of the state of TX , Bexar County, the City of Von Ormy , and the community.

Rent

Rent is due on the first day of each month. Rent is considered late on the fifth day of each month, and a late fee of \$35.00 will be applied to your account.

Partial payments will not be accepted after the First day of the month. Payment in full is required once due.

Rent payments are applied in the following order:

1. Expense Reimbursements (i.e. Court fees, etc.)
2. NSF Fees
3. Late Fees
4. Violation Fees
5. Water & Sewer
6. Garbage/Trash

- 7. Storm Water
- 8. Home Taxes
- 9. Home Insurance
- 10. Home Payment
- 11. Lot Rent

Please remember that any violations will be paid prior to rent. The violations and the rent must be paid in full by the fifth of the following month to avoid a late fee for that month.

How to Pay Rent

You can pay rent in one of the following ways:

Option 1: Pay your rent online

To create a new online account, go to:

<https://tpbe.twa.rentmanager.com>

1. Click the "Pay Online" button
2. On the Resident Login screen, click **Create New Account**
3. Obtain your unique User Name and Password from your property manager
4. Enter your User Name
5. Enter your Password
6. Click the "Login" button

While logged into Resident Web Access, click the tabs at the top of the page to:

- View your open charges
- Display your transaction history
- Make a payment
- Change your password

Option 2: Pay your rent with cash

1. Obtain your CashPay card, unique account number, and a list of the nearest payment locations from your property manager
2. Visit the participating retailer's customer service counter and inform the agent you are there to make a bill pay to "PayLease Community Payments"
3. Provide the agent with your CashPay card and cash payment.
4. Collect a receipt and you're done!

Option 3: Enroll in Auto Pay- See addendum

Please note that there is a **\$25.00** additional charge to your account for all payments returned as non-sufficient funds.

Rent Calender

Below is a calendar breakdown of when rent payments are due.

1. Rent is due	2. Rent is due	3. Rent is due	4. Rent is due	5. Rent is late today, and a \$35.00 late fee applied to your account.	6. 3 Day or 10 Day Notices to Vacate are issued to all delinquent accounts	7.	8.	9.
10.	11.	12.	13.	14.	15. Water meters are read	16.	17.	18.
19.	20.	21.	22.	23.	24.	25 Statements are Emailed via the email account provided	26.	27.

28.	29.	30.	31.						
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Manufactured Homes

The community has the right to approve or reject any manufactured home if the home does not meet the community requirements for its appearance, design, and compatibility with the community. Residents are responsible for any improvements, repairs, or maintenance related to their manufactured home and are required to carry "Homeowners" insurance. Residents must maintain their homes in appropriate standards in appearance and habitability to include exterior siding, appropriate skirting, exterior paint, windows, doors, and roof. Management reserves the right to designate appropriate standards and enforce manufactured home appearance and habitability requirements at their discretion. The law requires residents to pay all personal property taxes on their manufactured home before they become delinquent, unless the home is part of a retail installment or sales contract with the community. The community is not responsible for damage, injury, or loss by accident, theft, fire, wind, flood, act of God or any other causes to the property, residents, or guests.

Moving Manufactured Homes

The community must supervise any manufactured home moving into, within, or out of the community, so residents must notify the community before moving a manufactured home into, within, or out of the community. Home movement is based on weather and soil conditions, since **homes cannot be moved on wet ground**. Management makes the final decision on when to move homes.

All items required for moving the home, such as hitches, running lights, and reflectors, must be removed when it reaches the site. The manufactured home's owner is responsible for obtaining permits for installing or removing the unit. The community may give residents instructions on how to install or remove the manufactured home to protect the other homes and facilities in the community. Residents must follow these instructions. Residents are responsible for any damage to other homes or community property caused by the mover.

A refundable security deposit must be paid in the amount of \$500 prior to any home being moved out of the community. Once the home is moved and the lot cleaned to management's approval, then the \$500 will be returned.

Manufactured Home Specifications

Texas State Law requires anchors, or tie downs, to be installed when the home is installed in the community and if the home changes owners while in the community. Residents cannot secure the roof of a manufactured home against the weather without written consent from the community, and residents cannot add any living quarters to the house. Management must approve window unit air conditioners before residents install them.

No manufactured home in the community can be less than 12 feet wide and 40 feet long.

Manufactured Homes must be maintained and kept in accordance with management's standards.

- Homes are to be neat, attractive, and in good repair as determined by management. Siding must be painted, intact and in good condition, with no holes, missing pieces, damage, or loose/frayed edges.
- Paint must not appear faded. Colors of paint and siding must be approved by management.
- Exterior doors should be intact and straight, with no broken or missing parts.
- The roof should not have any visible damage.
- Plumbing and Electrical must be to code with local standards and free of any hazardous or wasteful circumstances to include water leaks.
- Windows must not be broken. Windows cannot be broken and must have either blinds or curtains no towels, sheets, cardboard, flags, foil, or other window coverings.
- House lot numbers are to be visible.

As homes age, items such as paint, doors, windows, screens, skirting, roof, etc. may need to be replaced or repaired. Management reserves the right to require these improvements as needed.

Selling Manufactured Homes

By signing this document, residents acknowledge the community will have first right of refusal for all manufactured home sales. Selling a manufactured home does not include selling the property to the buyer. If a resident sells their home and the buyer wishes to stay in the community, the community must approve the buyer as a resident according to the prequalification procedures and other conditions stated in the Lease Agreement and Rules and Regulations. The community may require the buyer to reasonably upgrade the home to meet the standards of this document. If a new space lease agreement is assigned to the buyer, the resident is only responsible for rent up to the date the buyer begins paying rent.

Occupancy

Only people related by blood, marriage, or adoption can live in the manufactured home, and only one family is allowed per house.

- No more than six people can live in a home at one time
- No more than four adults can live in a home at one time
- No more than four children can live in a home at one time

Anyone eighteen years or older classifies as an adult. To be approved, each new resident must sign the Rules and Regulations, Application, and Lease Agreement before officially moving in to a home. **This section is strictly enforced.**

Guest Visits

Residents do not need to inform the community if they have guests stay less than seven days, but any guest(s) occupying the house for more than seven days must register with the community. If guests wish to stay more than thirty days, the community must approve their residency. Residents are responsible for their guest(s) compliance with community Rules and Regulations.

Children

Children must always be supervised by their parents, and children must follow the rules of the community for their safety. Residents are responsible for other children visiting their children.

- Children cannot disturb other residents or damage any property. Residents are responsible for any damage to community property by your children or those visiting your children.
- Children cannot play in other yards without permission.
- Children cannot loiter, play around in the office, in the streets, or around community construction.
- Children cannot climb fences.

These rules are primarily for the protection of your children and must be followed.

Subletting

Residents cannot rent, sublet, or lease their manufactured home without management approval. Only people registered and approved by management may occupy the home.

Cleanliness

Each resident is responsible for always maintaining a clean, attractive, well-kept lot. Management reserves the right to determine what is clean, attractive, and well-kept lots.

Yard Upkeep

Residents should mow, weed eat, and clean their yard weekly or as needed through the winter months, weather permitting. Yard standards are up to the discretion of the Management.

Yards are inspected and violation notices will be issued to residents allowing them 3 days to get their yards into compliance. If violations are not resolved by the morning of the 4th day after violation notice is issued, then community will mow or clean your lawn, and a \$70.00 violation fee will be applied to your account if we are required to mow your yard.

Residents are also responsible for landscaping their lawns. All landscaping must be approved in writing by Management. Residents should trim, water, care for, pull weeds, and control the growth of all plants, hedges, and shrubs.

The community is responsible for all large tree trimming.

Residents must contact management before digging in their yards to prevent damage to utility lines and pipes. If any lines or pipes are damaged by a resident, an agent, or a contractor, the resident must repair the damage at the resident's expense. If the community repairs the damage because the resident failed to do so, the repair bills will be applied to your account. The full amount for the repair bills must be paid on the first day of the month following the billing.

Car Waste

Residents are required to repair and clean oil dripping and damage to driveway or roadway pavement. If wood chips, bark, rocks, or pebbles are used as part of landscaping, residents must ensure that none of the ground cover spreads to community pavement, such as the street, sidewalk, or driveway. If any of the ground cover does spread to community pavement, the resident is responsible for cleaning it up immediately.

No fuel, oil, or other explosive materials are allowed in any manufactured home or on any home space that will violate local fire codes or create a fire hazard. Only five gallons or less of gasoline can be stored on the property to fuel lawn equipment.

Outdoor Items

Only outdoor patio furniture approved by management is allowed on patios, porches, and yards. Residents are not authorized to store items outside in the yard unless approved outdoor furniture, plants, or other outdoor exterior decorations. Management reserves the right to distinguish between appropriate decorations and other outdoor items.

Trash and other non outdoor furniture items are not allowed to be stored in the yard to include tires, exercise equipment, bottles, boxes, coolers, indoor furniture, building materials, cleaning supplies, clothes lines, appliances, tools, etc.

Swimming pools and trampolines are prohibited.

Any outdoor activities must be complete and cleaned properly within 24 hours. This includes Toys, basketball hoops, or other one time use items. Once the activity is complete, items must be properly stored either inside the home or in appropriate shed or other outdoor storage.

Utilities

Residents are responsible for having all utilities professionally installed on their home by licensed contractors with the City of **Von Ormy** . **Residents are responsible for all utilities, including electricity, natural gas, water, and sewer.** Management is not responsible for the failure, default, improper set, or omission by any utility. Community management must supervise disconnecting all utilities.

General Rules

- All wiring and plumbing inside or outside the home must comply with federal, state, and local requirements. Management must give residents written permission before altering existing community wiring or plumbing, and residents must pay for any alterations.
- Residents are responsible for all costs related to connecting the manufactured home to the community facilities and utilities.
- Tampering with any community utility service connections is strictly forbidden. Residents should inform management immediately if any equipment malfunctions. Management will either refer residents to the appropriate utility company or will repair the malfunction.
- The community is not responsible for any obligations the resident contracts for repair or maintenance to community property, regardless of the problem. Residents should notify management if they contemplate any of the actions above.
- The utility pedestals (meter and utility hook-ups) must always be accessible.
- Residents are not allowed to store any materials on or near the water meter box.
- Residents may not use tires or cinder blocks on the roof or store them on the lot.
- Outdoor BBQ Grill must can only be used on asphalt or concrete surfaces and cannot be used within 10 feet of any structure such as home or porch.

Electric

The community provides complete electrical service to the pole or pedestal located at the back of each lot. This includes the breaker (100 or 200 amp), breaker box, and a pole. These items are community property and will remain on the property once the Lease Agreement is terminated. Tampering or removing the breaker, electric service connections, or wire is strictly prohibited. If residents own their manufactured home, they are responsible for the electric service from the pole or pedestal to the home. If residents purchased their home from the community, the community is responsible for all installations. After the home has been paid off and the home leaves the community, the wires and materials that feed the home from the electric service are community property. All installations must follow current building codes for the

nation and city. **CPS** provides electric service for the City of **Von Ormy** .

Natural Gas

Natural gas is available through Atmos Energy at the residents' expense. The community is responsible for gas lines after the meter feeding the home until the point of entry into the house. After that point, residents are responsible for repair and maintenance of the lines. The provider is responsible for all gas lines before the meter.

Water

- Residents can keep motorcycles in the community that have valid license plates and state inspection stickers. Motorcycles must also be registered in the office.

Parking

Parking is permitted in designated parking areas only. Please remember the following rules:

- Do not ever park in a fire lane. Residents risk citations and towing if they park in the fire lane.
- Do not park in yards, grass, or streets. Each space has a designated parking area for 2 vehicles.
- Do not have more than two cars per lot. You will be charged up to \$50 per month for each vehicle above the maximum until removed.
- Do not have a motor vehicle on the that is not operable or does not have a current license plate or current inspection sticker unless management has given written authorization.

If residents park a car illegally, the community will remove the vehicle. Residents are responsible for the risk and expense related to illegally parked cars.

Pets

Residents are always responsible for their pets. The following rules will be strictly enforced.

Violations

If residents violate any of the pet rules or another resident makes a valid complaint, the pet owner will receive an official written warning to either correct the problem, dispose of the pet, or vacate the space. If a second violation or complaint is received, the pet owner may receive an eviction notice.

Pet Specifications

Residents must register any pets at the office. Pictures and shot records are required for pet registration.

- Residents cannot have more than two pets per premise.
- Residents cannot keep pets that weigh more than thirty five pounds or are taller than twenty four inches, measured from the ground to the top of the pet's back when it is standing.
- Residents are not allowed to pet-sit or care for non-resident animals to include sheltering or animal foster care programs.
- Guests are not allowed to bring pets into the community.

Pet Maintenance

- Residents must always keep their pets on a leash when the pet is outside unless the pet is inside a fenced yard and under supervision. Any loose or unattended pets will be removed from the community by the City of Von Ormy Animal Control. Residents will incur a fine each time a pet is seen roaming free or loose in the community.
- Residents cannot tie or chain up their pets at any time while not under direct supervision of resident.
- Residents must keep their pets inside the home from dusk until dawn and when residents are not home.
- Residents must keep pets current on their vaccinations and must ensure they are tagged with a resident's name and phone number.
- Residents must clean up and remove all pet refuse and defecation from all leased property and common areas.
- Residents may be asked to remove noisy or unruly pets within a time frame given by the community in writing. If the resident fails to remove the pet, the resident might have a lease termination and Home Purchase Agreement termination.
- No pets removed from the community will be allowed back in the community for any reason.

Dog Breeds

Dogs must be under thirty-five pounds full-grown and cannot be aggressive breeds. If you are unsure whether your dog is an aggressive breed, please contact the office for more information.

Residents are not allowed to keep dogs with a bite incident record.

Aggressive dog breeds not allowed in the community include Rottweiler, Pit Bulls, German Shepherd, Doberman, Wolfdog, Akita, Great Dane, Siberian Husky, Alaskan Malamute, Presa Canarios, Chows, Staffordshire Terriers.

General Rules

- If a resident's conduct while within the community results in criminal charges, the resident violates these Rules and Regulations.

- Residents are prohibited from using any illegal drugs or narcotics in the community, and any violations will be directly reported to law enforcement.
- Soliciting, peddling, or selling is prohibited in the community, and any violations should be immediately reported to management.
- Residents cannot create any loud or disturbing noises at any time. Residents should keep all radio, stereos, TV, musical instruments, and conversation at a level that will not disturb other residents.
- Fireworks are prohibited.**
- Residents cannot keep an open fire on the property. Charcoal grills are not considered open fire.
- If residents and their guests, agents, representatives, or property cause damage to another resident or property, the resident in charge of the person or property causing the damage is responsible for the damage.
- Residents cannot conduct any commercial enterprises in the community without written consent from management.
- Residents must receive written permission from management before having a yard sale.

Complaints

Complaints must be presented in writing to management during office hours. All complaints must be dated and signed.

If you observe another resident in direct violation of these rules and regulations, taking a picture of the violation or act of then emailing it to management will allow for expedited action to be taken by management.

Warnings and Fees for Violations

If management notices a violation of these Rules and Regulations or if a resident makes a valid complaint, management will issue a warning unless a different notice is required by the Lease or law. The violator will have three days to correct the violation. If the violation is not corrected by the third day, a second warning will be issued with a minimum fine. If the violation is not corrected within three days of the second warning, the following fees will be issued depending on the situation. The time frame for warnings may change depending on the situation or if a different time frame is listed in the Rules and Regulations. The warning will have the fees and time frame to correct the issue written on it.

The fee schedule:

- Any violation that does not require the community maintenance crew to correct will be a fee of \$25.00 .
- Any violation that requires community maintenance to correct will be an initial fee of \$25.00 plus \$25.00 per hour for time spent to correct the violation.

Termination of the Agreement by the Community – Eviction

The community can terminate the Lease Agreement and evict the resident for any of the following reasons, including those stated in the Lease Agreement:

- If a resident knowingly makes any false or misleading statements on the residency application
- If a resident does not pay rent or other charges listed in the Lease Agreement or Rules and Regulations
- If the resident fails to obey local ordinances and state laws relating to manufactured homes
- If the resident violates a local ordinance or state law relating to a property owner or the community
- If a resident fails to comply with the terms of the Lease Agreement and the community's Rules and Regulations
- If a resident allows any situation or condition to exist which the management deems detrimental to the welfare of the community

Notices

Residents can give any notice of payment required by the Lease Agreement, by the community's Rules and Regulations, or by any law by personally taking the notice to the office or mailing the notice directly to 14146 S Interstate 35 Access Rd OFC

Management can and will use email as a primary means of notices and communication. The community can give any notice required by the Agreement or the community's Rules & Regulations by personally taking the notice to the resident's home and posting it on the screen door or main door or by mailing the notice to the resident's address.

Exception to a Provision

If the community and resident agree to make an exception to a provision of the Rules and Regulations, that exception will be stated in writing and initialed by both parties.

Modification and Acceptance of Rules and Regulations

Management has the right to add or alter these Rules and Regulations if necessary for the safety, care, and cleanliness of the community. Residents will comply with all rules that management might add or alter through a written notice to the community. Management will enforce these Rules and Regulations to make sure the community remains healthy, safe, well, and comfortable.

Residents acknowledge reading and understanding these Rules and Regulations and agree to comply with all. These Rules and Regulation are a binding legal document and are an important part of the Application for Residency, Security Deposit Agreement, and Lease Agreement between residents and the community. By signing the Rules and Regulations, you as residents agree to be bound by everything it contains. Residents acknowledge that violations, single or several, may be grounds for immediate termination of the lease and eviction from the community.

If you have any questions, ask them **before** you sign the Rules and Regulations. After you sign, you will be given a copy of the Lease Agreement, Rules and Regulations, and all applicable documents.

Important Numbers

Main Office Phone No: 210-622-9494

Maintenance Phone No: 210-622-9494

Emergency Phone No: 911

Additional Residents

The community a listing below of all other person(s) or resident(s) who will live on the lot and follow the Lease Agreement and Rules and Regulations. Residents agree that no other people besides those listed below will live on the property without prior written approval from the community.

Date: 6/12/2021 Name: 0

Date: _____ Name: _____

Date: _____ Name: _____

Date: _____ Name: _____

Signing

I, **New Resident**, acknowledge that I have read all the above Rules and Regulations and I agree to follow these rules.


Executed on th 12 day of June, 2021.

(Signature)

0
(Print Name)

(Signature)

Ridge Crest MHC
(Manufactured Home Community)



(Signature)

(Print Name)