

# COMMUNITY GUIDELINES & RULES

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Updated **July 29, 2019**

The following Rules and Regulations are to be read in conjunction with and are considered a part of the formal rental agreement of all Residents of this Village.

FOREST OAKS VILLAGE Mobile Home Community offers Equal Housing Opportunities. We do business in accordance with the Federal Fair Housing Law and will not discriminate against any person because of race, color, religion, sex, age, disability or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, or in the provision of Real Estate Brokerage services.

## I. APPLICATION / RENTAL AGREEMENT

- A. No prospective tenant will be approved by Village Management unless he/she is willing and able to comply with these Rules and Regulations. A completed Tenant Application and a non-refundable fee of \$10.00 plus \$40/adult are required for making the preliminary investigation and qualifying any prospective new tenant or additional adult occupant.
- B. Every prospective new tenant that is approved by Village Management, will be given a copy of the Rules and regulations. If the tenant's home is placed on blocks (not wheels), he/she will also be given a Manufactured Home Community Lease. The Lease is a month to month lease and is renewed every time you pay your rent. A signed Manufactured Home Community Lease and a signed signature page of the Community guidelines must be received by management prior to move-in. The Lease Agreement may be terminated at any time thereafter by either party in accordance with the terms of the Lease Agreement.
- C. All Homes and RVs must be approved by the management. If used, current picture of all 4 sides of the mobile home will be required. Management has the sole judgment of homes to be approved or disapproved.

## II. RENT

- A. Rent is payable monthly in advance on the 1st day of each month. Such payments (Check or money order only, no cash is accepted) may be made by: (1) first class mail to FOREST OAKS MHC, LLC for lots and FOREST OAKS MOBILE HOMES, LCC for rental homes to 724 W FM1626, #4, Austin, TX 78748. (2) leaving payment in drop-box, or (3) in person at the village office. Office hours are 9AM-5:30PM every weekday, when the village manger is on-site.
- B. The tenant agrees to pay a late charge of **\$25.00** if the monthly rent is not received by the 5th calendar day of the month. After the 5<sup>th</sup>, an additional **\$5/day** will be added for each day after the 5<sup>th</sup> until

the eviction notice is given. The late fee provisions do not waive the landlord's right to issue a ten-day notice to vacate if the rent is not paid on the first day of the month.

C. A Bad Check fee of **\$35.00 AND late fee** will be charged for the return of an NSF Check.

D. Any monies paid following any period that a delinquency exists, as described in sub-paragraph B above, shall be applied by owner/manager to first reduce any delinquency or arrearage in rental payments. Any rental amount described in sub-paragraph A and/or any late charges described in sub-paragraph B must be paid in full; No partial payments will be accepted.

E. No refunds of rent will be given for mid-month move outs. Tenants must give at least one-month written notice prior to termination of tenancy. Pro-rated payments may be made with advance notice.

F. PLEASE be sure to pay your Rent Payments by the 1st of the month so that you are not charged a late fee. WE ARE NOT IN THE BUSINESS OF COLLECTING LATE FEES. WE PREFER YOU PAY YOUR RENT PAYMENT IN A TIMELY FASHION.

### **III. SECURITY DEPOSIT**

A. A security deposit equal to one full month's rental charge less \$125 is due and payable prior to or at time of moving in the village and will be held until move-out. This security deposit will cover damage to all improvements on lot, shrubs, trees, lawn, storage buildings, etc. This security deposit is not in lieu of the last or any monthly rental payment but is security for the renters' faithful performance of his/her agreement under the terms of such security deposit. All security deposits will be refunded to tenants within 30 days after move-out upon receipt of proof that all utility bills have been paid in full, complete cleanup of lot to the manager's satisfaction, a 30 day written notice was given prior to move-out, and a forwarding address was provided in writing. Deposits applied to secure a lot, and then not used, are not refundable.

### **IV. MANUFACTURED HOMES (Only)**

A. All manufactured homes will be skirted with material approved by management within 30 days of moving into the Village. All new homes moving into the village and any existing tenant required to install new skirting (Due to holes and/or damage). Skirting must be durable and safe from weed trimmers. This may include hardy board, 4" landscape timbers or 6"-8" of roofing shingle beneath lower track of skirting around entire perimeter of home to protect skirting from weed-trimmers.

B. A site pad of road-base rock is required under all new home installations. Excess pad rock, more than 6" from skirting, must be removed. Pad-rock outside of skirting base must be covered or removed.

C. Skirting must remain closed except to make necessary repairs under home.

D. Installation of all mobile homes must conform to Federal, State and local building, safety and health codes. Installation of earth anchors and attachment of homes thereto is the responsibility of the homeowner. State guidelines are available at the office, or [www.tmha.org](http://www.tmha.org)

E. Only homes with removable hitch are permitted in the Village (New move-ins).

F. Homes may not be removed from the premises without being scheduled and a copy of the transportation permit being submitted to the village manager.

G. We may inspect rental homes may be upon reasonable notice, such as, 24 hours.

### **V. PROHIBITED ACTIVITIES**

A. For the benefit of all Village Residents, the following activities are always specifically prohibited in the Village :

- B. Loud parties or disturbances
- C. Driving more than 13 MPH, reckless driving, or disobeying traffic signs
- D. Any repairs of any vehicle other than minor emergency repairs. -No overnight work or vehicle oil changes allowed
- E. Air Rifles, B-B guns, fireworks, unregistered fire-arms
- F. Peddling, solicitation, canvassing, or distributing literature by a religious group or commercial enterprise without the written permission of the Village Management.
- G. Removal of any plants or shrubs from home sites that are permanent fixtures to the home sites, provided that Residents repair the landscape after removal of any such plants or shrubs
- H. Semi-tractors, large trucks, campers, boats or trailers beyond the front entrance of the Village, except for temporary loading and unloading not to exceed 24 hours.
- I. Storing flammable items under a home
- J. Flushing disposable diapers, paper towels, garbage, cigarettes, facial tissue or sanitary products down toilets
- K. Pouring grease down the drain
- L. Parking on grass or in another Resident's parking space
- M. Installing clotheslines or hanging garments on makeshift clotheslines except for umbrella clotheslines
- N. Playing in the streets, on vacant sites, or any occupied home site unless invited by an occupant of that home site who will be responsible for all conduct.
- O. Riding mini-bikes, dirt-bikes or ATV's except for transportation entering or leaving this Village
- P. Installation of satellite dishes over three meters in size. Smaller dishes and antennas are permitted but management reserves the right to restrict the placement of the satellite dishes and antennas based on aesthetic reasons, as long as the Resident's receipt of over-the-air-signals are not interfered with or restricted in any manner and the cost imposed is not unreasonable
- Q. No Trampolines
- R. Feeding or leaving food products outside of manufactured home for any animal
- S. Public drunkenness and illegal conduct
- T. Violation of any Federal, State, County or City ordinance or statute
- U. Installation of any fencing on lot or around home or lot.
- V. Vandalism will not be tolerated
- W. No Swimming Pools (see section IX. K for exception)
- X. No Littering of any sort
- Y. Absolutely no toxic chemicals may be left out on the ground within 150 feet of our water well.
- Z. No aggressive sports shall be played between the homes or in the streets. Parents are responsible for their children and for their safety. All children must always be under adult supervision
- AA. No washing of cars during drought stage nor is general wastage of water is permitted.
- BB. No Smoking inside the rental homes
- CC. No loitering or walking through other resident's yards without the resident's or village manager's

consent. This includes your own home's backside, which is your neighbor's front-main yard. Back side doors are for emergency, trash or shed access only.

## **VI. GUESTS**

- A. Residents shall be responsible and held liable for the conduct of their guests while in this Village, which includes adhering to the 13-mph speed limit.
- B. Guests staying longer than 7 nights in a month must be registered and approved with the Management. Anyone staying more than 20 nights per year, must apply for resident status and undergo the standard background check (\$40).
- C. Only one family unit, or one roommate is allowed per home with a maximum of 2 persons/bedroom, excluding infants. ALL occupants over 18 years old are required to have a background check.
- D. A 9:00 pm quiet time for all residents and a 11:00 pm (Sunday thru Thursday) and 12:00 am (Friday and Saturday) curfew for residents 17 or under to be observed by all Residents and Guests.
- E. Guests may park with a tire on the cement siding, not the grass in front of a resident's home for no longer than 3 hours, otherwise, they must use the visitor's parking area. Please, recommend that your visitors use the visitor's parking by the well for future visits when there is no room in your driveway. Vacant site driveways may be used for short term and overnight parking.
- F. No illegal immigrants may stay overnight on the property. It is a felony to provide shelter and otherwise assist illegal immigrants in illegally residing here in the United States. (See: Federal Immigration and Nationality Act Section 8 USC 1324(a)(1)(A)(iv)(b)(iii).)
- G. No one who has been denied residency for reasons other than credit issues, is allowed to stay on the property overnight nor may they be left unsupervised on the property.
- H. No one with a recent (10 years) criminal history of felony involving violent behaviors and/or drugs is allowed on the premises.
- I. Guests are to be friends, home service persons and acquaintances. No operating commercial service businesses with customer traffic from outside the village.

## **VII. PETS**

- A. Residents must register and obtain management approval for a pet. Pets that are considered a nuisance, dangerous or destructive will not be permitted or will be asked to be removed from the village.
- B. No pets in the rental homes, unless approved. If you really want to have a pet, you may negotiate a much higher security deposit for rental homes. The security deposit generally runs and extra \$100 + (\$1.50 x carpeted square footage.) Not all pets will be approved! If there is any indication of pet smell or damage upon vacating, your security deposit will be forfeited to pay for carpet replacement and/or any other damages.
- C. Limit of 3 registered pets (cats and/or dogs) per home site with the total of all pet's weight to be under 40 pounds and no dogs over 25 pounds.
- D. Strictly prohibited are the following breeds: Pit Bull, Chow Chow, Doberman, Rottweiler, and German Shepherd and Wolf-Hybrids and any part breed of these.
- E. If any dog or cat is involved in a biting incident, the animal must be removed from the village and the lease agreement is subject to cancellation.
- F. Dogs are not to be left unattended at any time and if outside must always be accompanied by the

Resident and on a leash (Resident must always be holding leash).

- G. No pet food or other food is to be left outside unattended to attract other nuisance animals.
- H. Pet droppings are to be cleaned up immediately, including the front fields areas, which are sometimes mowed by hand. No walking of pets within 150 feet of our drinking water well.
- I. No outside pet shelters, dog fences, or dog houses are allowed.
- J. Cats must be neutered or spayed. Dogs and cats must wear a collar identifying the owner. Pets caught running loose in the village without identification are subject to removal to an animal shelter.
- K. Pets found running loose or tied up unattended at a home site is a violation. Any Resident with one or more Pet violations will be a) required to remove the Pet from the Village or b) be given a 30 day cancellation of the Residents Lease.
- L. Must comply with other local pet ownership laws – See [TravisPetLaws.pdf](#)

## **VIII. MOVE IN & HOOK-UPS**

- A. Move-ins and move-outs must be done under favorable (dry) weather conditions, including RVs.
- B. An appointment to move in must be made and management must instruct the driver on the property location and tie down of your mobile home. Failure to have the manager present may result in re-spotting the home at the resident's expense. The mover must be licensed and bonded by the Department of Labor and Standards. There are several set-back and utility right-of-way considerations inside each yard.
- C. Each Resident is responsible for water, sewer, gas, electric and heat tape installation at the home site. Resident is responsible for repairs to the gas lines in the home and to the propane tank. Resident is responsible for repairs to the electricity wires in the home and from the home to the meter on the pedestal. Resident is responsible for repairs to the water lines in the home and from the home to the water meter. Any person, other than village personnel, installing or connecting utilities, must be licensed. The Resident will be charged the expense of replacing or servicing same where damage is caused due to neglect or improper use on the part of the Resident. The Resident will make application for all utilities, such as, water (Village Water Supply), telephone (AT&T), propane (*Your Choice*) and electric (Pedernales Electric Coop), and pay all statements rendered by said companies.
- D. Water hook-ups to each mobile home must be done by a licensed plumber under the supervision of our personnel after applicable fees have been paid. Only PVC pipe and fittings are permitted for installation of a service connection from our meter to the home. A back-flow preventer must be installed in the line.
- E. Cross-connections and other unacceptable plumbing practices are not permitted. The water meter will be turned on only after a satisfactory inspection by our personnel has been completed. No water is allowed to contaminate drinking water from the Village Water Supply.
- F. Sanitary sewer hook-ups: to each mobile home must be done by a licensed plumber under the supervision of our personnel after applicable fees have been paid. PVC pipe with glued fittings and properly supported by strapping and blocking must be used. An individual house clean-out must be installed in the line with easy access to clean-out.
- G. Only a licensed electrician may hook up the mobile home and air conditioning unit after application to Pedernales Electric Cooperative has been made. The resident is responsible for any change necessary to the wiring and breaker. All wiring and breakers are the property of the park and must be returned to the park if a change is necessary. Your licensed electrician is the party deemed responsible

for determining any changes necessary to the electrical customer service line.

H. All licensed electricians and plumbers must provide a copy of liability insurance before proceeding with any work. If this liability insurance proof is not provided, services will not be turned on.

## **IX. YOUR HOME SITE (\*Home = RVs and Mobile Homes)**

A. Your home and all additions must be maintained in a neat and attractive condition. Homes in need of repairs and maintenance must be reconditioned upon written notice from Management. No bills for repairs will be accepted by the Owner or Manager of this Village.

B. Yards are bounded in the back by the fence, if present or the property line. In the front, by the pavement. Each yard is separated by a 3 foot maintenance and utility zone in the backside of each home – each front yard starts at this after this zone. Sheds behind the homes on the West side of the street are and exception to this rule and are granted reasonable space to access by their owners.

C. All awnings, appurtenances, porches, steps, ground coverings, storage building and skirting must be approved in writing **prior to installation** or may be subject to removal by the Resident

D. Homes may not be sold or subleased to remain in the village without management approval before the transaction is completed. Failure to give advance notice to management will result in loss of deposit plus any cost (legal or otherwise) in removing the mobile home.

E. Management has the right to accept or reject the prospective purchaser of a home as a tenant based solely on the deterioration or obsolescence of the exterior appearance of the home or RV.

F. A prospective purchaser, if approved, may be required to make any repairs or changes that are deemed necessary by Village Management to improve and upgrade the mobile home and/or the mobile home premises to Village standards. Manager will provide the purchaser with 30 days' notice of the repairs or changes that are deemed necessary. All such changes and improvements must be completed within 30 days after notice is provided, weather permitting.

G. Any tenant wishing to store any personal items outside their home must have a shed. Lawn furniture and grills can be stored on a porch or patio, all other items are to be stored in a shed. All new sheds constructed are to be Barn Style, no smaller than 8wx8hx8l and no larger than 10wx13hx12l, and must be sided and have shingled or quality metal roofs (particle or pressed board is not acceptable). Molded resin storage sheds are acceptable as long as they are placed against the manufactured home towards the rear of the home site. Only one (1) shed per home site.

H. Any trees or shrubs or any temporary or permanent concrete or masonry work, which also includes patio stones, must be approved in writing prior to installation, and when approved shall not thereafter be removed from the premises. Only plants/pots, homes, sheds, patio stones may be used to cover the ground – carpets, tarps, bins, vehicles, boats and wood are prohibited. Use of roofing shingles or gravel as ground cover must be approved beforehand with written acknowledgement.

I. All trash and garbage must be placed in provided receptacles and must be kept in storage buildings or at the rear of each home away from street view. Trash and garbage should be taken to curbside at the earliest, the evening before trash pick-up and receptacles retrieved no later than the day of pick-up. Residents who do not remove accumulated trash and garbage from their lot will receive a written 24-hour notice. If trash and garbage is not removed within said 24 hours, management will remove the trash and resident will be charged Twenty-five Dollars (\$25.00). If negligent, residents may be assessed for damage or loss of trash bin.

J. Each Resident is prohibited from driving rods, stakes, pipes, etc. into the ground or digging in an area without first checking with management. Many types of underground installations, including power

cables, water & sewer lines, internet cables, might be endangered by indiscriminate action. Any damage of this type will be charged to the Resident.

K. Each Resident is responsible for the maintenance of his/her yard. All yards must be neat and attractively maintained at all times. Management reserves the right to notify the Resident of any yard in need of maintenance, and, if necessary, provide that maintenance at the expense of the Resident at the rate of Twenty Five dollars (\$25.00) to mow and/or Fifteen dollars (\$15.00) to trim. All such charges shall be due and payable with the next month's rent payment. Tree maintenance requiring professionals and/or chainsaws is the only exception and will be handled by village management. Any front lawn art or pots must be decorative and not repurposed or temporary plastic containers and such, maintained and weed trimmed. Street side yard clutter is limited to a dozen tasteful items.

L. Only two (2) automobiles are allowed per lot. There is a \$25.00 per month charge for an additional vehicle (Maximum of 3 vehicles total). Any tenant having 3 vehicles will have to park their 3<sup>rd</sup> vehicle in an area designated by management. First and second autos are only to be parked in a tenant's respective driveway or in front of "their" home where only on-street parking is available. No trucks larger than three-quarter ton pickups are permitted. ANY inoperable, unlicensed, abandoned or severely damaged or deteriorating vehicles will be towed at the owner's expense. The driver of any truck or car assumes full responsibility in event of any accident, injury, or damage to any person, child and personal property or improvements. Any oil leaking from vehicles must be repaired promptly.

M. All cars are to be parked wheels on the driveway or parallel parked to the curb on the street. Wheels on the curb are preferred, except for heavy vehicles. Guests for tenants are to park in front of the tenant's home they are visiting during the day only, or in visitors parking area by the well or in the very back, not in areas reserved for other tenants, unless authorized to do so by a tenant. No overnight parking on the street.

N. No boats or recreational vehicles (including trailers and campers) are allowed in the village except for temporary loading and unloading not to exceed 24 hours. Management may approve of short term parking and/or paid long-term storage in the back lot.

O. Swimming pools are prohibited. We will permit a wading pool for small children, but the pool shall not exceed (12) inches in height and (6) feet in diameter. All wading pools are to be emptied regularly and kept sanitary. Violation of this rule will result in a 30 day eviction.

P. Signs and/or advertisements, may not be displayed on any lot. A maximum of one "For Sale" sign (Maximum 12"x 15") is only allowed to be displayed inside a mobile home window.

Q. Satellite dishes over three meters in size may be regulated and/or rejected for placement by village management. Smaller satellite dishes and antennas are permitted but management reserves the right to restrict the placement of the satellite dishes or antennas based on aesthetic reasons, as long as the resident's receipt of over-the-air signals are not interfered with or restricted in any manner and the cost imposed is not unreasonable.

R. Residents are responsible for their electrical and water hookups after they exit of the meter. Residents are also responsible for their drainage pipes until they enter the sewer main.

S. Residents are required to maintain insurance on their personal property, which includes, homes, RVs, cars and contents and/or renters insurance. Proof of insurance must be supplied upon request.

## **X. MANUFACTURED HOME SITES**

A. Manufactured homes will be placed and removed only by authorized personnel under direct supervision of management. All homes shall be placed on each home site as determined most

appropriate by management.

B. Management reserves the right of access onto any home site for the purpose of inspection, utility maintenance, property preservation and protection, etc. Public utilities, maintenance or service personnel will not be hindered or obstructed in the performance of their duties to the providing of service to each home site.

## **XI. RV Sites**

A. Travis County Health Code Requires the plumbing of all RV's (residing for 30 days or longer) to be constructed with Schedule 40 PVC. When installing your plumbing, please ensure proper downward flow. You may place your flexi-hose inside schedule 40, or hard plumb the line. Please do not use debris to shore up your pipes. For questions regarding plumbing requirements, please call the office.

B. Only Camper/RVs with fully self-contained and operational bathroom facilities that are maintained in good condition, are allowed in the village.

C. Align side of camper/RV straight along edge concrete walkway/patio.

## **XII. MISC**

A. Residents will be issued a COD bill for damages incurred by themselves, children, guests or pets.

B. There will be a \$25.00 replacement fee for post box keys. And it may be several days before a replacement will be available.

C. Yard waste may be composted in the back of the property in designated areas only.

## **XIII. TRANSFER OR ASSIGNMENT**

A. Subletting of space or renting your mobile home is NOT PERMITTED. Land contract sales are NOT PERMITTED. Each resident has the right to sell his/her manufactured home within the village if resident gives the Landlord ten (10) days written notice of intention to do so. Occupancy within the village is permitted only by previously-approved residents registered at the office for a designated site. Each resident shall bring a proposed or new purchaser to the Landlord to complete all applications for residency and credit. The purchaser/new resident must meet all village rules and regulation requirements, credit approval, and personal character reference requirements. The Landlord will not unreasonably withhold approval of the purchaser/new resident. The purchaser/new resident must agree to all community guidelines, rules and regulations and evidence that agreement in writing. You, as seller(s) have the right to be in attendance at any meeting between management and any prospective purchasers. No commercial activity will be allowed nor will any home/RV be used for illegal or immoral purposes.

## **XIV. VACATING**

A. Your Manufactured Home Community is planned for permanent residence; but if you must relocate, it will require thirty (30) days written notice. Management must be notified, in writing, by the Resident at least forty-eight (48) hours prior to the mover arriving at the Village. It is also the Resident's responsibility to obtain a moving permit from the Travis County Treasurer's Office signifying that all property taxes have been paid on the home for the current year and to show proof of same to the Management, and to pay any back rent and or fees due before a home can be moved.

## **XV. RULES VIOLATION**

A. Violation of any Community guideline can result in Resident's eviction. Texas Law allows owners of manufactured home communities the right to eject persons. The Owner, operator or caretaker of any



mobile home communities may eject a person from the premises for any of the following reasons:

1. Nonpayment of charges or fees of accommodations.
2. Violation of law or disorderly conduct, including harassing other residents.
3. Violation of a rule of the Texas Department of Housing and Community
4. Violation of a rule of the community that is publicly posted within the community.

## **XVI. COMMUNITY RESPONSIBILITIES**

A. While the management and owners of your community strive to assure the safety of Residents and the property, they are not responsible for losses due to fire, theft or accident caused by any person or entity other than the Village or its employees, agents, and representatives, or by an Act of God. You the Resident are hereby notified that you assume personal risk in such matters.

B. For any accident or injury on any home site which is caused by any person or entity other than the Village or its employees, agents, and representatives, or by any Act of God, the Resident of such home site shall indemnify and hold Owners and Management harmless of any and all claims by any person arising from such accident or injury.

## **XVII. MANAGEMENT**

A. Management reserves the right to evict with notice any person or persons who become objectionable, create a disturbance or become a nuisance. Harassing your landlord is grounds for a 72 hour eviction notice under local laws.

B. Management reserves the right to impose other rules and regulations it deems advisable or necessary toward making the Community a better place to live. Each tenant will receive a copy of any new or amended rules and regulations at least 30 days before the effective date.

