

PEARLAND ACRES MOBILE HOME COMMUNITY

RULES AND REGULATIONS

18810 TREE TOP LANE, PEARLAND, TX 77584 (832) 655-3344

These Rules and Regulations will help us create a pleasant environment in which to live. As a Resident, it is your responsibility to do your share Pearland Acres has established and will enforce the following Rules and Regulations (R&R) which are hereby made a part of any application for residency, security agreement, rental or lease agreement between Cash Flow Properties, LLC dba Pearland Acres and a Resident.

1. DEFINITIONS

The "Community" or "The Park" or "The Property" or "The Management" means Pearland Acres, its owners, and management.

The term "Resident" or "Occupant" means anyone who owns a home or lives in the Community.

The term "Lease" means the lease agreement entered into between the Community and the Resident.

The term "Invitee" means any person who has not entered into the property by someone in the Community or who is visiting a Resident of the Community at their request.

The term "Adult" means any Resident of the Community who is 18 years or older.

The term "Minor" means any Resident of the Community who is under 18 years of age.

The term "Parent" means a Minor's natural parent or legal guardian who is a Resident of the Community.

The term "Application" means the application completed by a prospective Resident.

The term "Space" or "Lot" refer to the lot rented by the Resident.

GENERAL: A **violation** of any provision contained in these Rules and Regulations or failure to give any notice required by these Rules and Regulations will constitute a breach of the Resident's Lease. Any such breach of a Lease will be enforced according to the Enforcement provisions contained in these Rules and Regulations and as permitted by law. Although the Rules and Regulations are specific, it is impossible for them to deal with every possible eventuality. Therefore, the basic Rules applicable to all is that Residents and guests shall conduct themselves in a reasonable manner so as not to do anything that will unreasonably or adversely affect other Residents, visitors, guests, Community property, Management or owner. These Rules and Regulations apply to Residents, visitors, guests, invitees or any person in the Community with the permission of Management.

OCCUPANTS: An **application** for residency must be completed, signed by **each Adult Resident (over 18)** who will occupy the home, (now or in the near future,) and approved by the Community; a security deposit must be received; and a Lease must be fully executed by each Adult Resident to occupy the home prior to:

(i) the arrival of the Resident's home into the Community; or

(ii) the transfer of title to a Resident when he or she purchases a home that is already in the Community.

All children under 18 occupying the home must be listed on the Application, regardless of their age. Any change in Residents of the home must be provided in writing to the Community within 10 days after the change has occurred.

Within 24 hours of the effective date of Resident's Lease, Resident shall provide the Community:

Lender name and phone #, mortgage agreement or finance agreement affecting the home, or, if Resident owns the home without a lien, the title to the home; and
a copy of the **Certificate of Insurance** coverage on the home.
Certificate of Title or Certificate of Origin.

If applicant has purchased a home already in the Community with seller financing and the Title has not actually been transferred to the Resident, the Owner of the home providing the financing AND the Resident herein must sign the Rental Agreements.

To promote safety in the community, the community requires any person NOT on a mutually executed rental agreement staying in any home for more than 48 hours to register with the Management at the Leasing Office in the front of the property.

When residents allow friends and family members, not on the mutually executed rental agreement, to move into any home on the property, a charge of \$50.00 per person per month will be added to the rent for each person living in the home that was not listed on the original rental agreement.

Adult Invitees who have resided in the home for more than 14 days will no longer be considered Invitees and are required on day 15 to deliver to the Leasing Office and receive a receipt for same, a complete and signed Rental Application (available on the PearlandAcres.com website), subject to Community approval of their back ground.

No person may occupy a Residents home for more than 14 days in a calendar month or 21 days in a 12-month period unless that person has been approved by Management for residency in the Community, and if applicable, a signed Lease Agreement is completed and approved.

Sex offenders are absolutely prohibited from residing or visiting Residents on the property. It is the obligation of the Resident to enforce this prohibition and, for everyone's safety, not invite felons into the community. Repeatedly inviting felons into the park will result in an immediate eviction filing.

The Community reserves the **Right to Terminate** the Residents' right to reside in the Community if Resident:

- (i) fails to pay space rent, utility charges, or other agreed upon amounts
- (ii) does not maintain their lot and home in a clean, satisfactory, kept condition
- (iii) fails to comply with any Park Rules
- (iv) fails to park their vehicles in appropriate areas

Homes, storage buildings, etc. may only be **moved in and out** of the community during the regular business hours with notice to the leasing office and agent no less than 7 days' notice to enable the Owners to notify all tenants in the path of the move and ask all vehicle owners to clear the roads.

PAYMENTS

All payments must be made by money order or cashier's check. **NO CASH IS ACCEPTED.**

All rents are payable in advance and are due on the first day of the month. A late charge of \$25.00 and \$5 per day thereafter will be charged if the rent is not received by Management by midnight on the 5th of the month regardless of the day of the week.

QUIET HOURS: All sources of noise shall be kept at a level so as not to disturb or cause complaint by other Residents. No loud parties or excessive noise is allowed at any time. Boom boxes and loud car stereos shall be kept at a level so as not to disturb any other Resident. The hours of 10:00 PM to 7:00 AM shall be "Quiet Hours", during which time noise from all sources must be restricted to a level which cannot be heard from outside the Resident's home.

CONDUCT

All Residents have the **right to quiet and peaceful enjoyment** of their space. No Resident or Invitee may harass or otherwise limit other Residents' peaceful enjoyment of their space or the

Community including but not limited to the disturbance of Residents at any time with/by pets, vehicles, music, loud voices or sound. Loud parties and drunkenness will not be tolerated anywhere in the community at any time.

Residents and their visitors and guests must abide by all federal, state, county and city laws, ordinances, curfews and zoning **regulations and laws**. Residents and their visitors and guests must conduct themselves so as not to place the Community in violation of any such laws, ordinances, curfews and zoning regulations. Manufacturing, delivering, or possessing a controlled substance or drug paraphernalia is **PROHIBITED**. Residents and their guests or visitors **may not trespass** through or onto another Residents space, unless permission is granted by Resident.

The Community is private property. Management reserves the right to refuse admittance to anyone and prevent trespassing.

Residents shall not engage in any conduct that constitutes a **substantial annoyance or danger** to other Residents. There shall be no display of knives, guns, or other weapons, or discharging of firearms, air guns, or paint-ball guns in the Community.

Any Resident who vandalizes, alters, **neglects or otherwise destroys** Community or other property will be responsible for paying all costs incurred in restoring that property to its original condition. This includes break one's own water or sewer lines.

Residents are responsible for any **damage done by their visitors and guests**. **Residents are responsible** for (1) the conduct of all persons and pets in their home, including visitors, guests and their children, (2) their compliance with the Lease Agreement and the Rules and Regulations, and (3) any and all charges, losses, or damages arising from or related to their misconduct, breach, or noncompliance by any visitor, guest or child.

Residents are encouraged to **report to Management** and/or police, immediately all incidents of vandalism or misbehavior they observe.

NO PERSON SHALL WALK AROUND PARK WHILE DRINKING ALCOHOLIC BEVERAGES. If you wish to drink alcohol, stay in your space. Do not walk around the park while drinking. There is no loitering around the store up front. Violators can be subject to eviction.

PARENTAL GUIDANCE REQUIREMENTS: Residents with children are responsible for the actions of their children. During the hours of 9:00 PM (10:00 PM in the months of June, July and August) to 6:00 AM, no one under the age of 18 may be anywhere on the Community premises except in their home, lot or vehicle, unless they are accompanied by a parent or legal guardian or have written permission of the Management. Any damage caused by a child of a Resident is the responsibility of the parent or guardian of the child. Young children should not ever be allowed to wander through the Community by themselves as vehicles are known to speed through the park. It is the parent(s) responsibility to insure that their children are supervised at all times.

Children who have motorized scooters, or any other type of riding vehicle shall not ride said vehicles on any empty space. If child(ren) rides on an empty space and causes any damage, the Resident will be responsible for the cost of the repair(s). Four wheelers are not allowed to be ridden anywhere in the park.

OCCUPANCY OF LOTS AND HOMES

(a) The Community may lease any space in the Community to any person whether that person has children or not. In Accordance with the Fair Housing Authority regulations, segregation of residential living areas of the community by adult or family status is not permitted.

(b) No more than one adult family per home is allowed without prior approval of management.

(c) Occupancy of the Community shall be at the sole and exclusive risk of the Residents or their Invitees. The management and/or owners assume no liability or responsibility for loss or injury due to fire, theft, accident, and damage to property, or death to persons.

(d) Additional risks incurred are the risks associated with living near trees. Residents agree to purchase insurance on their homes as part of the Lease Agreement and Rules and Regulations. Should there be a loss or damage incurred as a result of a tree in any way, Resident holds harmless the Management and will file any claim with their insurance company. Should Resident, in their opinion, find what he deems to be a hazard or health risk, Resident agrees to notify management in writing of the hazard. An example would be a dead tree branch or other abnormality that could potentially cause injury or accident.

(e) Residents agree not to commit acts or misdemeanors, which would place the management or owners of these premises in violation of any law or ordinance. Residents must obey all federal, state and local laws, regulations and ordinances.

(f) No Resident may lease or otherwise assign the right to occupy his or her home or home site.

(g) All Residents must sign, agree to, and abide by:

(i) these Rules and Regulations

(ii) the application for residency

(iii) his or her Lease; and

(iv) any applicable Addendum to the Lease

(h) All Residents are bound by these Rules and Regulations whether they have signed them or not.

(i) The Community reserves the right to approve or disapprove any prospective lessee who is seeking to lease a space from the Community. However, the Community will not discriminate against any prospective lessee on the basis of race, color, religion, sex, national origin, handicap status, sexual orientation or familial status.

(j) Prior to leasing a space to a prospective lessee, the Community will require:

(1) a credit report acceptable to the Community;

(2) a verified six month employment history;

(3) a verified two-year history of prior residences;

(4) fully completed application and application fee;

(5) background check;

By completing the Application, the prospective Resident consents to the Community's obtaining such information.

(k) The maximum number of occupants per home is set by the Texas Property Code and the Federal Fair Housing Act. The Community must approve any change in the number of persons occupying a home. Residents must notify the Community within 10 days of any change in occupancy as described in paragraph 3C of these Rules and Regulations. The amount of people allowed to live in home is determined by The State of Texas. Per state guidelines there are only two (2) people per bedroom. i.e. . One bedroom home, maximum of two people. Two bedroom home, maximum of four people. Three bedroom home, maximum of six people, etc

(l) Resident agrees to provide updated information on himself and the other occupants of his household. Management will periodically request that all residents complete a "Resident Information Update", and Resident agrees to provide this information as soon as possible.

(m) Any person who has been evicted from the property is not allowed to move into any other home in the property, regardless of who owns the home. Once you have been evicted, you are not allowed

back on the property and you will receive a Criminal Trespass and can be arrested if you come back.

TRAFFIC

(a) A 10 mile per hour speed limit must be observed in the entire Community. Please use extreme caution and be particularly alert for children. (b) Any operator of a vehicle within the Community must have a valid operator's license. All traffic laws that are in effect in Brazoria County are in effect within the Community.

(c) Speeding or reckless driving behavior will not be tolerated.

(d) Streets are fire lanes... No parking on the streets is allowed. No parking on the grass or other non-designated area is permitted.

(e) Fines for violating rules by guests or invitees will be imposed against the Resident.

(f) Tenants and guest must STOP at STOP signs! Habitual violators will be given violation notice(s), fine(s), and possible a Notice to Vacate. Tenants are responsible for guests and visitors.

(g) **SPEED LIMIT, STOP SIGNS, AND PARKING:**

A 10 mile per hour speed limit must be observed in the entire Community. Please use extreme caution and be particularly alert for children.

Tenants and guest must STOP at STOP signs! The Stop signs are there for a reason!

(h) All vehicles must be parked in a driveway or other designated parking space. Do not park on grass, street, or between trailers

VEHICLES, PARKING AND MAINTENANCE

(a) All vehicles must be parked in a driveway or other designated parking space. A two-car driveway comes with each space. Any resident with more cars than driveways, including others living at the home, are required to be approved in writing by management.

(b) Vehicles must be parked only in the designated parking area on each space. There will be no vehicle parking on the street, or on lawns by Residents or their guests or visitors. Residents' vehicles parked in the Community must be listed on the Residents Application and Lease agreement. Vehicles not listed on the Lease agreement will be deemed unauthorized. The Community may require all authorized vehicles to be further registered with Management.

(c) The only vehicles permitted in the Community are passenger cars, pick up trucks, and service vehicles required by the Community for maintenance and upkeep. Resident must request written permission, which Community may or may not grant in its sole discretion, prior to using any other vehicle on Community premises.

(d) All vehicles operated or parked within the Community premises must be street legal and have a current inspection sticker, registration, tags and proof of insurance and be used on a regular basis. Vehicle must not create excessive noise, exhaust or disturbance of any kind. Vehicles which do not comply with the above conditions will be considered unauthorized.

(e) Unauthorized vehicles in the Community or vehicles parked in an unauthorized area may be towed or impounded at the owner's expense.

(f) No major mechanical work is to be performed at Resident's space or elsewhere in the Community. This includes, but is not limited to, engine overhauls, replacement of timing chains, brake jobs, oil changes, radiator replacement or repairs, exhaust system replacement or transmission repairs or replacement. A VEHICLE CANNOT BE ON JACKS AT ANY TIME! ! No waste oil, grease or other fluids may be discharged anywhere in the Community. Painting of vehicles is prohibited in the Community.

(g) **Parking:** Most homes have parking spaces for two or three normal sized vehicles.

All vehicles MUST have a parking permit fastened to the windshield. You request them online.

(h) If you absolutely need to use your front yard for parking instead of grass or garden, please come to the office and tell us what material you will be placing on it so it does not get wet ruts from your tires. And please park square to the home not diagonal, sticking out into the street. Never park into your neighbor's parking space or driveway.

UTILITIES

(a) **Water Shut Offs:** This happens mostly because the water lines behind homes is damaged, often by lawn mowers or children. Most of the time occupants report the problem when it explodes. Too late. **Please report small leaks around your home BEFORE they become major breaks.** We do not want to shut off the water when you need it most because of a major geyser. If you tell us about the small leaks, we can fix it at night while you sleep and prevent them from turning into major inconveniences.

(a) Any fees for installation or hook-up of utilities shall be paid by the Resident.

(b) All plumbers and electricians hired by a Resident must be properly bonded and licensed by the city, county, and/or state as required by that profession.

(c) All utilities for the meters or connections to the home are the responsibility of the Resident owner or the Community if home is park owned.

(d) The Community is not responsible for any failure, default, improper act or omission by a utility. The Community will not be responsible for damage done to water heaters.

(e) All Residents must obtain electric service from a service provider. If your electricity gets shut off, you must get it turned back on immediately. No Resident will be allowed to live in their home without electricity on at their home. Generators are not allowed. Any Resident without electric service will be in violation of their lease and can be given a Notice to Vacate.

ENFORCEMENT

(a) A violation of any provision contained in these Rules and Regulations will also constitute a breach of the Lease. All breaches of these Rules and Regulations will be enforced according to this Section unless specific consequences are otherwise described. The fine(s) for the violations listed in paragraph (f) will be enforced per the schedule in paragraph (O).

(b) A first violation will result in a written warning to the Resident unless violation is included in paragraph (f). (c) A second violation (or failure to cure a continuing violation within 2 days of the initial notice) will result in a second written warning and a fine of \$50 imposed against the Resident. Failure to pay the fine within 10 days from the issuance date will result in a notice of intent to remove the Resident from the Community.

(d) A third violation (or failure to cure a continuing violation within 2 days of the second written warning) will result in a notice of intent to remove the Resident from the Community, or a fine of \$ 100.00 to be determined at the discretion of management.

(e) Any violation of a Lease or these Rules and Regulations that threatens the health or safety of persons in the Community is grounds for immediate eviction with the minimum notice allowed by the Texas Property Code. The appropriate law enforcement agency will be notified if any Resident commits any act, which is in violation of any local, state or federal law.

(f) **NOTICE OF FINES TO BE IMPOSED FOR FOLLOWING VIOLATIONS:**

Effective May 22, 2015

The security camera system will be reviewed, or if the Manager(s) observe the violation, violators WILL be fined. Since everyone has received a warning, beginning today, we will start issuing fines as follows for these violations.

1st violation: \$50.00

2nd violation: \$100.00

3rd violation: Notice to Vacate / Eviction

Failure to pay the fine(s) will violate your lease and you can be given a Notice to Vacate. Fines must be paid within seven (7) days.

TENANTS ARE RESPONSIBLE FOR THEIR FAMILY, GUESTS, AND VISITORS. TENANT WILL BE LIABLE TO PAY FOR FINES INCURRED BY THEMSELVES, FAMILY, GUESTS, AND VISITORS.

1. NOISE: All sources of noise shall be kept at a level so as not to disturb or cause complaint by other Residents. No loud parties or excessive noise is allowed at any time. Boom boxes and loud car stereos shall be kept at a level so as not to disturb any other Resident. Car stereos need to be turned down. The hours of 10:00 PM to 7:00 AM shall be "Quiet Hours", during which time noise from all sources must be restricted to a level which cannot be heard from outside the Resident's home.

MOVING HOMES IN/OUT

(b) Management must be notified at least 48 hours in advance of the date and time Resident intends to move a home into or out of the Community. A Management representative must be present at the time of the move in or move out. Only licensed, bonded and insured home movers may move home in and out of the Community. The mover must deliver or fax a copy of his insurance certificate to the Community prior to entering the property.

(c) Resident shall be required to give Management a 30-day written notice to move out of the Community. A "Move Out Notice" will be provided to the Resident, which includes a list of items that must be completed and paid for before the home may be removed from the Community.

(d) Once a Resident gives his 30-day notice, the space or home site will be offered to a prospective Resident at 11:59 PM on the 30th day after the notice was given. In the event Resident has not vacated the space on the 30th day, Resident will be charged \$12.50 per day in rent for every day, full or partial, past his 30th day. This charge must be paid before the home will be allowed to depart.

(e) If Resident fails to notify Management in writing 30 days prior to removing their home from the Community, Resident shall be liable for 30 days rent from the date notice is actually given.

PRIVATE HOME SALES

(a) Any Tenant intending to sell his/her home to another person must first give Park Management the Right of First Refusal to purchase said home.

(b) All private sales by/between existing Tenants of a mobile home in the park must be approved by Management prior to the sale taking place.

(c) All back owed rent including late fees must be paid in full PRIOR to home being removed from park. If your lease is broken by the move, you will be held liable for the amount of rent that is left on the lease

and any amount due during the lease must be paid prior to moving home out of park.

(d) Failure to comply with any of these rules will result in action being taken by management including eviction, small claim, and/or fines.

MODIFICATION OF THE RULES AND REGULATIONS

(a) The Community reserves the right to add to or modify these Rules and Regulations as circumstances require or change. As for the governing copy of the Rules and Regulations, the currently posted copy available at the office, will prevail. Please check the office for the most current revision of the Rules and Regulations. Should you desire a written copy for any reason, please see management at the office during working hours and request a copy.

(b) Residents must comply with all the Rules and Regulations the Community prescribes.

(c) The Community's failure to enforce any of these Rules and Regulations or its failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of the Rules and Regulations, or any particular rule.

(d) Notwithstanding any provision of this Section 16 to the contrary, the following violations shall be grounds for sending eviction notices without prior notice or warning of a violation of these Guidelines: failure to notify the Community of the name of any new Resident not listed on the Community's records; violation of any federal, state, or local law, ordinance or regulation.

WAIVERS

The Community's failure to enforce any provision of these Guidelines after default or breach by Resident shall not be deemed a waiver of the Community's right to enforce any and all provisions of these Guidelines upon any other default or breach by a Resident. The obligation of Resident to pay rent shall not be deemed to be waived, released, or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall the acceptance reinstate, continue or extend the term of this Lease or affect any notice, demand or suit in connection with Lease. No payment by Lessee or receipt by the Community of an amount less than the total rental and charges due shall be deemed to be payment in full, nor shall any endorsement on any check nor any letter accompanying the partial payment be deemed an accord and satisfaction, and the Community may accept the partial payment without prejudice to the Community's rights to collect the balance of rent and charges due

Complaints on any subject must be received in writing. Residents are encouraged to settle any disputes among themselves prior to involving Management.

The provisions of these Rules and Regulations shall be severable. If any provision is held invalid or unenforceable by any court of law for any reason whatever, the remaining provisions shall not be affected and shall remain in full force and effect. These Guidelines will be enforced by the Community to insure the health, safety, welfare, comfort, peace, and convenience of each Resident. Any Resident who violates these Guidelines may forfeit his or her right to reside in the Community.

EFFECTIVE DATE

The effective date of this version of the Pearland Acres Rules and Regulations is March 1, 2018 or upon signing of new lease. I have read the rules and regulations in its entirety and agree to abide by them. I will be responsible for my family members and guests to insure that they also abide by them. I understand

that I am responsible for the actions of any guests and family members and that I am subject to the enforcement provision for my guests and family members.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

RESIDENT.

Space Number

Signature

Date

Print Name