

# Sunset Village Community Rules & Regulations

## Addendum "A" to lot lease agreement

Community Management and Community Owner of Sunset Village offer Equal Housing Opportunities. We do business in accordance with State and Federal Fair Housing laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or natural origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or providing real estate brokerage services.

These community rules are intended to maintain the appearance and comfort of the Community for you and your visitors. A copy of the rules is available on our website at [sunsetvillagetx.com](http://sunsetvillagetx.com) and upon request. Residents shall require all persons in the Community with their consent to govern themselves in accordance with the rules and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

Lessor reserves the right to change, amend or make additional rules with a thirty (30) day written notice.

*Any exception to any community rule(s) must be in written form. Any willful violation of these rules shall be considered grounds for eviction of the home from the community. Our mission is to provide a safe place where the community feels comfortable and can live, thrive, and enjoy life.*

### Section I – Office

1. Regular, "in office" hours are 9:00 a.m. to 11:00 a.m. weekdays unless posted otherwise, or by appointment. Manager can be reached by phone at 940-665-3836 from 7:00 am to 6:00 pm on weekdays, by e-mail at [sunsetvillagetx@outlook.com](mailto:sunsetvillagetx@outlook.com), or through our website at [sunsetvillagetx.com](http://sunsetvillagetx.com).
2. For all payments made at the office, only checks and money orders will be accepted.
3. Sunset Village Management reserves the exclusive, unrestricted right to grant special exceptions to any rule or standard when, in the exclusive opinion of Management, exceptional circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident of Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of Sunset Village.

### Section II – Installing and Moving Homes

1. Lessee's home shall not be moved into Sunset Village until all required documents and deposits have been submitted to Lessor and a lease agreement has been executed by all appropriate parties. Required documents include but are not limited to; the current State or Municipal forms required, mover liability insurance, a valid moving permit from the city of Gainesville, a Security Deposit Agreement (Addendum "B"), Water Service Agreement (Addendum "D").
2. Homes may only be moved on weekdays between 8:00 am and 4:00 pm. Set up or break down of the home may only occur during daylight hours and all movers must be licensed as an Installer by the State of Texas.
3. Manager or attendant must instruct all drivers on the location and spotting of the home. Installation must be done in accordance with State codes and statutes. Movers must file a State of Texas DHCA MHD Form "T" after moving.
4. Lessees are financially responsible for moving and set up of home as well as connection of water, sewer, electricity, cable, phone land line and gas. All utilities shall be installed in accordance with industry practices by bonded and licensed plumbers, electricians, or approved installers as required by City of Gainesville ordinance.
5. In no case shall wastewater be drained on the ground.
6. Lessees must notify Manager in writing sixty (60) days in advance when moving their home out of the Community. Lease terms must be fulfilled, and all amounts due must be paid before moving home. Movers shall show liability insurance to lessor before any work will begin.
7. Lot must be left neat and clean and no damage done. All anchors, tie downs, sheds, decks, and any personal items belonging to the Lessee must be removed from the lot. All ruts and holes must be filled to the Lessor's satisfaction. Charges against the security deposit shall be made for any damage, debris, or trash left behind.
8. Homeowner or Lessee must provide proof of ownership or sale prior to moving home out of the Community.
9. All homes entering the community must have the hitch removed upon anchoring.
10. The use of propane tanks for home heating is not permitted.

### Section III – Utilities

1. Lessor shall have no liability to Lessee for any interruption, termination or failure of utility services furnished to the leased premises.
2. It shall be the responsibility of the Lessee to contact the various public utilities to arrange for utility services not provided by Lessor for the leased premises. Lessee shall be required to put up any deposits or utility connection fees.
3. Lessor shall have the right to grant easements in, under, and through the leased premises for the installation and/or maintenance of utilities. Lessees shall not be entitled to any compensation or abatement of rent for such easement if the easement does not interfere with the use of the rented property.
4. Lessee is subject to an additional charge of \$250.00 plus applicable labor, parts, service fees for tampering with utility meters.
5. All homes with electric water heaters must have a check valve installed on the inlet water line. Lessee is responsible for this installation. Lessor is not liable for damage of Lessee's water heater element in the event community water is shut off.
6. Water service is provided by the Lessor to all premises within the Community. Each home is individually metered, and the meters are read on the 10<sup>th</sup> of each month, to be billed on the next invoice. Lessee shall review and sign the Water Service Agreement (Addendum "D") prior to move in.

### Section IV – Community Park

1. Use of the playground and park is at your own risk. No supervision is provided.
2. Management is not responsible for theft, destruction, or damage of any private property.

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- Children are not allowed unless accompanied by a resident adult. Parents are responsible for the conduct of their minor children.
- Please ensure guests are accompanied by a resident when using the park and playground.
- No one may use these facilities unless they are a resident or resident's guest.
- Any accidents, vandalism, or similar problem should be promptly reported to Community Management.
- Playground hours are 7:00 am to 9:00 pm and are subject to change without notice.
- No rough play, improper use of equipment or facilities, or activities disturbing to other residents.
- No bicycles, skateboards or any other wheeled device allowed on the playground equipment.
- No pets allowed in playground
- Do not throw playground impact material.
- Management reserves the right to remove any persons from the playground at any time for any violation of the rules. Repeat violations may result in the loss of privileges. No exceptions.

### Section V – Exterior: Lots, Yards, and Home maintenance

- The lot is always under the direct control of the Lessor.
- Lessee shall not place anything on decks, patios, steps, in windows or elsewhere which might negatively affect the exterior appearance of the home without written consent of Lessor.
- Lessees shall maintain their lots in a clean and orderly fashion and shall care for the lawns and plants thereon. Lawnmowers, exercise equipment, bicycles, toys, and other such personal items shall not be left in the yards.
- Only outside patio furniture, picnic tables, approved flower, and shrubbery pots, shall be placed on patios and decks. Old furniture, tires, appliances, unused wood and lumber, exercise equipment, lawn equipment, mops, and brooms, etc. shall not be stored on patios or decks, around, on or behind home.
- Any changes or alterations of the lot or home must have written approval of Lessor in advance.
- All plants, trees, or other fixtures placed on a lot by a Lessee become the property of the community when installed and cannot be removed.
- It is the responsibility of each Lessee to always keep his/her own lot clean and neat. The cost of unstopping sewer lines because of Lessee placing any item(s) other than septic safe toilet tissue, such as grease, chemicals, or anything else considered not acceptable for sewer lines, into the sanitary system, shall be charged to the Lessee. Lessee will be charged an additional fee minimum of \$100.00 plus the cost of a service call by an approved plumber. Lessee is responsible for maintaining all lines above the cleanout entering the main system.
- Lessees are not permitted to build or install any type of fence.
- Tree trimming or tree removal shall be performed only by Lessor. If a tree limb is rubbing the home, it should be reported to Lessor as soon as possible.
- Exterior siding of homes must be properly maintained and/or painted as all times. Colors and accent colors must be approved by Lessor.
- No aluminum foil, broken blinds, sheets, or blankets are allowed in the windows. Cracked or broken windows must be repaired immediately with glass.
- Only satellite dishes that are 18 inches or less in diameter are allowed at or on the home. No TV antenna over 18 inches in height or width. The location of the dish must be approved in writing by lessor before installation. All cables or wires shall be hidden.
- Lessees must place their lot number on the front of the home on the far left-handed side facing the street and midway between the skirting and the roof line. The numerals must be contrasting to the color of the home, shall be metal or vinyl, reflective, and at least three inches tall and displayed within 30 days of Move-In.
- No exterior water evaporator coolers or window air conditioners are allowed without the written consent of the Lessor. Ductwork for package A/C systems shall be boxed in and not visible.
- Clothes drying lines are permitted only on a temporary basis.
- All flower beds, tree rings, and walkways must meet community specifications and must be kept in good condition and free of weeds or grass. Driveways and sidewalks must not be lined with bricks or stone.
- All homes must properly maintain their roofs. Homes with metal roofs must be kept free from rust and all roof coatings must be color matched. Homes with composite shingle roofs must replace any missing shingles.
- Open fires, open, covered, or uncovered fire pits in the ground are strictly prohibited. Outdoor burning of leaves or trash is strictly prohibited. Outdoor smokers, grills, stoves, or elevated fire bowls at least 6 inches above the ground, are permitted and must be always attended if there is active fire or hot coals. Upon leaving, the Lessee must ensure any fire is extinguished.
- All occupied premises within the Community will be subject to a yearly inspection on condition and appearance.
- No hot tubs or spas permitted.

### Section VI – Lease or Rental homes

- Rental homes or leased homes are not allowed in the community unless otherwise approved in writing by Lessor. If approved, Homeowner must have the Applicant provide an application of residency and upon approval, complete a Resident Update form as well as a copy of a lease signed by the applicant.

### Section VII – Lessees

- Occupancy of the premises shall be restricted to Lessee or approved occupants as disclosed to Lessor at the time the lease is entered. All Lessees 18 years old or older must make application for residency and be approved by lessor.
- Lessees shall not permit any other person or family to occupy the home without prior written consent of the Lessor.

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- Occupancy is limited to 2 persons per bedroom except children born during the lease period, pursuant to Federal Guidelines.
- All Lessees are required to keep occupancy records up to date with the Lessor. Changes requiring an update include but are not limited to any change in the number of occupants, vehicles, pets, or contact information within 04 days of said changes. Lessor may at their discretion require a Resident Update Form to be completed and returned to the office within a specified period. Resident Update Forms are required prior to annual lease renewals and the extra occupant clause as stated in the lease. Lessor reserves the right to refuse admission to the community to any person deemed not suitable to community management in its sole discretion.
- The purchase of a Lessee's home by one who has not executed a Lease Agreement, completed a background check, or obtained written consent from Lessor shall not constitute permission or right for the purchaser to reside within the community.
- Lessee shall not operate a business from a home within the community that requires a license or allows traffic to come to and from the home.
- Community management reserves the right to refuse to accept further rent and terminate the Lease agreement of anyone who fails to comply with these requirements.
- All the terms and conditions of the Lease Agreement are specifically incorporated herein by reference as "Community Rules & Regulations" governing the tenancy.
- Tenants, friends, family members, or visitors shall not walk between or behind homes other than their own. This is a privacy issue, and it will be addressed accordingly.

### Section VIII – Guests

- Guests are subject to the Community Rules and Regulations and Lessees shall be entirely responsible for the conduct of their guests.
- Anyone staying with a Lessee longer than 14 days per calendar year must make an application for residency, pay an application fee, and must be approved by Lessor in writing.
- Guests must be accompanied by the Lessee when they are in any part of the recreation areas.
- A guest is not permitted to occupy the home in the absence of the lessee without prior written approval of the Lessor.
- Lessor shall have the right to control and prevent access to the home of all guests which are deemed undesirable and to eject without notice any guest or guests who become objectionable, create a disturbance, or cause a nuisance.

### Section IX – Disturbance

- Disturbing noise, music, including car sound systems, and loud voices are not permitted at any time within the community and are subject to a \$50.00 additional charge per incident without any prior warning.
- Acts of violence, drunkenness, illegal drugs, or any act of immoral conduct are not allowed within the community and are subject to a \$50.00 additional charge per incident.
- Outdoor group gatherings of more than 6 persons must be approved in writing by Lessor. No loud music or excessive drinking is permitted. No alcoholic beverages are allowed in common or recreation areas.
- Persistent barking by any dog at any time of the day or night constitutes a nuisance and unacceptable dog behavior (see section XII, paragraph 9)

### Section X – Signs

- No signs, posters or pictures shall be placed in windows of homes or posted on the Lessee's lot without written permission of Lessor. Garage sale signs are permitted with written permission and must be removed after the sale and are not allowed up for more than 4 days.

### Section XI – Garbage

- All trash must be bagged and placed in the City supplied trash tote. Trash tote must be placed at the curb on trash pickup day and removed the same day when emptied. Trash totes must be stored as to not be seen from the street.
- Excess refuse and large objects such as furniture, trimmings or debris must be removed from the premises at the Lessee's expense. On the 1<sup>st</sup> and 15<sup>th</sup> of the month, sizable items may be left at the curb for Sunset Village to remove. There will be a charge of \$25.00 added to the Lessee's monthly statement for disposal fees. (Multiple items may be subject to multiple fees.) Anything else left at the curb on any other day, will be removed and an additional charge of \$25.00 shall be applied to the monthly statement. Sunset village reserves the right to decline pickup of any items at will.
- Trash totes provided by the Lessor must always remain on the property and shall not be removed from the community by the Lessee at any time.
- Cost of replacing missing or damaged trash totes shall be invoiced to the Lessee and must be paid in accordance with the provisions of this agreement.
- If the premises of the Lessee fail to meet the standards outlined in Section V, the Community will remove any and/or all items necessary to meet those standards, at the Lessees expense.

### Section XII - Pets

- Lessee shall have no more than two domesticated pets, not more than 25 pounds each, unless approved in writing by Lessor and prior to bringing the pet into the community. Any pet deemed dangerous or hazardous to the safety of Lessees by Lessor shall not be allowed.
- Lessee shall not bring livestock or wild animals that have been domesticated into the property without prior written consent from Lessor.
- Lessee may be charged \$25.00 additional fee for each and any violation of section XII – Pets.
- Lessee agrees to compensate Lessor in full for any damages to property caused by pets.

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5. Pets shall wear current rabies tag bearing a veterinarian's name, phone number and address.
6. Pet owners are required to demonstrate full control of their animal and its acceptable behavior. Pets must be kept inside the home except when taken outdoors on a LEASH for reasonable outdoor exercise periods. When outside the confines of the home, all droppings must immediately be removed by the resident. Failure to remove dog droppings constitutes a nuisance and the resident may be charged an additional fee \$20.00, to be applied to their next monthly bill for each incident.
7. NO pet shall be staked out or tied outside of home or caged outside of the home or on the deck.
8. NO pet shall be allowed to run loose in the Community and, at any and each violation, the resident may be charged an additional fee of \$25.00, to be applied to their next monthly bill for each incident.
9. The owner of the pet shall remove from the leased premises any pet which management constitutes a nuisance. Written notice from the Lessor that a pet constitutes a nuisance shall result in the automatic revocation of lessee's right to keep said pet on the premises. Should such automatic revocation occur, said pet must be removed from the premises within 5 days of receipt of such notice. Otherwise, the Lessee shall be deemed to be in default under the lease agreement for the premises and shall become subject to immediate eviction proceedings.
10. Lessor shall have no liability for the occurrences of harm, damages, injury, or death to any Lessee pets caused by the agents or employees of Lessor, or by guests, independent contractors, or other Lessees on the premises.
11. Lessor shall have no liability for the occurrences of harm, damages, injury or death to any occupant or guest caused by Lessee's pets.
12. Community management reserves the right to make decisions on pets on a case-by-case basis and at any time can terminate approvals granted for pets based on incomplete or inaccurate information.
13. The following breeds are not permitted in the Community: Rottweilers, Pit Bulls (including terrier mixed breeds), Staffordshire Terriers, Doberman Pinschers, Chow, wolf/dog hybrids and any dog which is a mix of the above breeds.
14. Community Management will investigate all written complaints concerning dogs from any neighboring resident. All complaints are confidential.

### Section XIII – Vehicles

1. Lessee agrees not to bring or cause to be brought into the community, any vehicles other than 2 family vehicles without first receiving written approval from Lessor. In the event Lessor approves any such vehicle upon the property, Lessor shall designate the area in which the vehicle shall be parked.
2. Lessee shall keep Lessor immediately advised of any changes to his vehicle list as stated on his application and incorporated in his lease as is fully set forth therein. A Resident Update Form shall be used to make changes.
3. Lessee shall keep all vehicles on property in good operating order with a current valid motor vehicle registration. Vehicles without proper registration are considered inoperable and are subject to tow from property without notice.
4. Any inoperable vehicles, boats, trailers, trucks, or improperly parked vehicles shall be removed from the property and may be towed without notice.
5. Vehicles, trailers, boats parked on the grass are subject to immediate tow without notice and Lessor may charge \$50.00 additional fee for each incident.
6. The operation of motor scooters, golf carts, all-terrain vehicles and other similar motorized vehicles must first receive written approval from Lessor, If Lessor approves any such vehicle, said vehicles are restricted to the paved roads only, and may only be operated by a person with a valid driver license.
7. Boats, trailers, RV's, camper tops, jet-skis or commercial vehicles are not allowed in the community except in the designated area, if available, or while loading or unloading, but never overnight. If no space is available, all such vehicles must be stored outside the community.
8. No automobile repairs, including oil changing, shall be performed on the leased premises or in the community. Lessor may charge Lessee \$50.00 additional fee for violation of this provision.
9. No person may remain overnight or otherwise reside in the Community in any camper, motor home, truck sleeper or similar vehicle. No overnight truck (tractor-trailer) parking.
10. The park speed limit is 15 miles per hour (mph). Violators will be subject to a \$50.00 additional charge added to their monthly statement for each occurrence. No exceptions.

### Section XIV – Skirting

1. Lessor approved manufactured home skirting must be installed in compliance with the lease within 30 days of move-in and must meet Community specifications. Lessees shall maintain their skirting in a manner acceptable to Lessor.
2. Skirting material and color must be approved in writing by Lessor prior to installation. Vinyl is preferred. All skirting materials must be color matched.
3. Skirting must always remain installed and in good repair. Warped rail or holes are a violation of community standards and must be repaired within 14 days of written notice from Lessor.

### Section XV – Decks, ramps & steps

1. Decks and steps must be installed within 30 days of move-in.
2. Each home must have a deck with railings on front entrance with minimum dimensions of 6' by 8' and must have a set of steps or deck at other entrances. Railing must be 36 to 42 inches in height and must have an upright spindle at least every 6 to 8 inches. Steps must have toe kicks and must be skirted according to community specifications and with the same type and color of skirting on the home.
3. Decks and steps must be properly maintained at all times.
4. Installation of handicap ramps must be approved in writing by Lessor.

### Section XVI – Storage sheds

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1. Only one approved storage shed is permitted per home site and must meet Community standards. All plans, materials, architecture, and color of the shed must be approved by the Lessor in writing prior to installation and shed may not be attached to home.
2. Sheds must be at least 6' by 6' in floor dimension and no larger than 8' by 12'. The height of the shed may not exceed the height of the home and sheds below or exceeding specification sizes must be approved.
3. The location of the shed must be approved by Lessor before installation and shall not be installed closer than 3' from the home unless approved by Lessor.
4. Sheds must have operable doors and must remain in good condition.

### Section XVII – Awnings and carports

1. Awnings are allowed in the community only with prior written approval by Lessor and must meet community specifications. Awnings must be painted in a compatible color with the home. Awning roof must be made of approved materials (NO corrugated tin) with overhangs no more than 6 inches.
2. All awnings must remain in good repair.
3. Carports are permitted with prior written approval by Lessor and must not extend into the roadway.
4. All carport plans, designs, colors, and materials must be reviewed and approved by Lessor in writing prior to installation. Commercially manufactured carports are allowed.
5. NO pitched roof carports allowed. NO carports with sides that extend down past the bottom of the fascia more than 12 inches shall be allowed. NO carports with corrugated tin roofs allowed.
6. All manufactured carports must be painted, or powder coated at the factory.

### Section XVIII – Default and eviction

1. Any violation of these Community Rules & Regulations, the lease Agreement, State law, or applicable local ordinances shall, at the Lessor or Community Manager's option, be grounds to terminate the Lease Agreement, and the resident, with the Homeowner's manufactured home shall be subject to eviction in accordance with the procedures prescribed by applicable law.

### Section XIX – Waiver

1. No waiver of any default by resident shall be implied from any omission by Community Owner or manager to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Community Rules & Regulations by Community Owner or Manager shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of the Community Owner or Manager to any act by resident requiring Community Owner's or Manager's consent shall not be deemed to waive or render unnecessary Community owner's or Manager's consent to any subsequent similar act by resident. The rights and remedies of the Community Owner or Manager contained herein are cumulative and shall be in addition to those prescribed by law.

### Section XX – Complaints and Notices

1. All complaints must be made either in writing at the Community Office, or online on the Community web page. All complaints are kept confidential. If a resident has complaints, recommendations, etc., please discuss them with the Manager.
2. Notices from Management will come by mail with the monthly invoice be affixed to the front door of the home on the Lot. In the case of vehicle notices, they will be placed on the windshield of the vehicle.

### Section XXI – Management access to Home and Lot

1. In an emergency, the Community Manager may enter a manufactured home lot and/or manufactured home to prevent imminent danger to an occupant of the manufactured home or to the manufactured home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, the Manager may enter onto the manufactured home lot or to the manufactured home itself for purposes of repair and replacement of utilities and protection of the Community.

### Section XXII - Miscellaneous rules and regulations

1. Common use areas are closed between 9:00 pm and 6:00 am.
2. Lessee shall pay for any damages caused by Lessee, occupant, or guest. If a Lessee, occupant, or guest place any graffiti in the Community, or on homes, or damages freshly poured concrete or materials in any way, Lessee is subject to \$250.00 in additional fee plus the cost of graffiti removal or repair of concrete.
3. No trampolines are permitted on Sunset Village property.
4. No tree houses or elevated platforms permitted.
5. No inflatable or permanent Kiddy pools larger than 6 foot in diameter or 1 foot in depth are permitted and shall be emptied daily and used only with supervision.
6. No outdoor play equipment permitted unless approved by Lessor in writing.
7. No soliciting or peddling is permitted in the Community.

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8. The use or display of weapons in the Community by Residents, members of resident's family or guests or invitees is prohibited including, but not limited to firearms, paint ball guns, air rifles, archery equipment (bows and arrows), slingshots, or any other type of weapon.
9. Common use areas such as the playground are closed during hours of darkness or at Managers discretion. Use of any common area is at the Lessee's own risk for safety and sanitation. We are not responsible for any injury/illness to the Lessee, Lessee's family, friends, or visitors.

## Section XXIII – Storm Shelter Rules

1. No smoking in or around the office building and shelter.
2. All animals must be always on a leash or in a kennel and under your control. Both dogs and cats will be using the shelter if necessary.
3. If your animal uses the bathroom, clean it up! An additional charge will be added to your monthly invoice for sanitation control if we are required to clean up after your animal.
4. Put all trash in the trash can.
5. IN or OUT, keep the door closed! Any water on the floor can cause the concrete to become slick and may pose a threat to others.
6. Keep your kids under control, no horseplay or running around. There will be many people in the shelter, and we need to be respectful of each other and the situation. The Manager oversees the shelter and its use unless another civil authority is present.

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