

## **Crestwood Victoria Estates - Rules and Regulations**

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have outlined here a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. These should serve as standards of behavior for both residents and their guests.

### **Lease Terms**

1. Payment of the monthly lease is due by the first day of the month.
  - a. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$45 will be charged to the lessee for each check that is returned for insufficient funds.
  - b. The payment is considered late if it is submitted after the fifth day of the current month. A late charge of \$50 will be added to the balance due after the 5th of the month.
  - c. The balance will not be considered "paid in full" until all rents and fees due have been paid. A partial payment is still subject to late fees until it is paid in full.

### **General Rules**

1. Management must approve any changes of alteration of the lot and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
2. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
3. Management reserves the right to access each lot to conduct inspections and/or to maintain utilities whether or not the tenant is currently occupying the lot.
4. Management is responsible for providing water and sewer and electric lines up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, the resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.
5. There are water usage submeters installed on each lot. Should a resident intentionally or accidentally damage the submeter, they will be charged for a replacement meter, plus shipping. In a case of a damaged submeter, the resident will still be charged for their water and sewer usage for the month based on either the average of the resident's previous months' usage or any other method the management deems reasonable under the circumstances.
6. All structures and/or additions to either the mobile home or the lot must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit requirements.
7. BBQ Grills
  - A BBQ grill may be allowed, but must meet the following guidelines:
  - No closer than 15 feet from a structure or vehicle
  - A responsible person must be in attendance of an active grill at all times

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- Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
  - No garbage or similar material is to be burned
  - BBQ grill may be disallowed at park management's discretion in times of high fire danger. If the community is located in an area with a fire ban or fire restrictions in place, then those restrictions will be enforced.
8. Swimming pools and trampolines are not allowed in the community due to insurance liability.
  9. Fireworks are not allowed in the community.
  10. Patios and porches are not acceptable storage locations. Storage units must be approved by management and shall remain the property of the resident. Management is not responsible for any loss or damage to the tenant's shed or stored items.
  11. All homes require skirting, including large patios and porches. All broken windows must be replaced. Aluminum foil and/or boards are not acceptable as window coverings. No graffiti is allowed. Mobile home hitches (also known as "tongues") must be removed or attractively covered. Holes in the siding must be repaired.
  12. Boats, inoperative vehicles, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's lots.
  13. Management prohibits the storage of old furniture, lumber, refuse, salvage materials, commercial or business equipment, automotive parts, tires, or other materials in or around your lots. The dismantling of any motor vehicle in the park is prohibited.
  14. No more than two vehicles are permitted per lot. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused lots of other residents.
  15. Only operative vehicles currently licensed for the highway are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.
  16. Residents should park as close to the edge of the road as possible to permit access of emergency vehicles when necessary.
  17. All pets must be approved by management and registered with management.
    - Domestic pets are permitted within the park.
    - No more than 2 pets per household will be allowed.
    - Pets must be kept inside their home, within a properly secured fenced yard, or on a leash at all times.
    - Tenants are responsible for their pets at all times.
    - Pets are not permitted to be unattended in the park and/or to create any nuisance.
    - If your pet defecates on the premises, it is your responsibility as its owner to pick it up immediately and dispose of it properly.
    - No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, American Bulldog, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids,

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monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord. *\*If your pet is one of the breeds not allowed in the Community, you must provide documentation to confirm that your dog is a certified service or emotional support animal in order to live here.*

18. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. An adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.
19. Items are not to be left in the common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00pm.
20. Disturbing noise is not permitted in the park at any time.
21. No signs are permitted except with the permission of management.
22. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.
23. Violations of any of the above rules and regulations will result in the termination of the lease and eviction of the tenants.
24. Current management office hours are from 9AM to 5PM Monday through Friday. In the event of a utility emergency, please call the office number, which is 361-579-1700 for after-hours assistance. Please be aware that this number should be used after hours only in the event of a TRUE EMERGENCY. Should an ACTUAL EMERGENCY that requires police, fire department, or emergency medical assistance, please call 9-1-1 directly. If there's not an actual emergency but you need to contact the police, please contact them at their local non-emergency number, which is 361-573-3221.

Management reserves the right to add or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these rules and regulations being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community rules and regulations for tenant's reference and personal records. Tenant acknowledges that violations, breach or default of these rules and regulations, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management.

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READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Management