

Cedar Creek Forest Mobile Home Community

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YOU ARE AT HOME AT....

CEDAR CREEK FOREST

Cedar Creek Forest Mobile Home Community (CCF) is a community is purposefully designed to provide exceptional environment for living, with standards to exceed most if not all other residential communities. Excellent location with convenient access to major roads, shopping and dining contributes to the success of this community. We will preserve an environment that provides a safe, quiet and beautiful place to live, and **PROTECT THE VALUE OF YOUR INVESTMENT IN YOUR HOME.**

It is for this reason that we have Community Guidelines, regulations and high standards for all homes that are located in CCF. These standards assure you that CCF will be the finest Community in the Houston area for years to come; a Community that you will be proud to call home.

One of the greatest attractions of CCF is its location. The location is excellent providing easy and quick access to shopping centers, major roads and the beltway, emergency care and restaurants. CCF is five minutes or less to:

- Willowbrook Mall
- Methodist Hospital, Willowbrook
- Beltway 8
- Fiesta, HEB etc.
- Klein Schools (on bus route)
- Walmart
- Home Depot
- Fitness Facilities, Numerous Restaurants

Located just east of Tomball Parkway (249) between Louetta and Spring Cypress, CCF offers convenient access to major routes such as FM1960, 249 and beltway 8 without the traffic woes and congestion of living further out.

CEDAR CREEK FOREST MHC COMMUNITY RULES AND REGULATIONS

1. These Rules and Regulations will help to create a pleasant environment in which to live. As a Resident, it is your responsibility to do your share to keep this community a pleasant and desirable place to live. The Community, therefore, has established and will enforce the following Rules and Regulations (R&R). The Rules and Regulations are hereby made a part of any application for residency, security agreement and lease agreement between the Cedar Creek Forest Mobile Home Community (Community) and a Resident.

2. DEFINITIONS

- (a) The “Community” means Cedar Creek Forest Mobile Home Community, its owners, and management.
- (b) The term “R&R” or “Guidelines” means these CCF Mobile Home Rules & Regulations and all provisions contained herein.
- (c) The term “Home” means any manufactured home, which has been approved in the sole discretion of the Community, and which is located within the Community.
- (d) The term “Resident” means anyone who lives in the Community, or any person who owns a home located in the Community.
- (e) The term “Lease” means the lease agreement entered into between the Community and the Resident.
- (f) The term “Invitee” means any person who has not entered into a Lease with the Community and who is visiting a Resident of the Community.
- (g) The term “Adult” means any Resident of the Community who is 18 years or older.
- (h) The term “Minor” means any Resident of the Community who is under 18 years of age.
- (i) The term “Parent” means a Minor’s natural parent or legal guardian who is a Resident of the Community.
- (j) The term “Application” means the application completed by a prospective Resident.
- (k) The term “Space” refers to the lot rented by the Resident.

3. GENERAL

- (a) 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.
- (b) The most current revision of the Rules and Regulations is posted on the Website, **Cedarcreekforest.com**. A visit to the website will provide the ability to view the most current and prevailing copy. This copy will rule concerning any of the provisions contained herein. Printed copies are available from management on request.
- (c) An application for residency must be completed, signed by each Adult Resident who will occupy the home, and approved by the Community; a security deposit must be received; and a Lease must be 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.
- (c) **All persons 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.**
- (d) Within 24 hours of the effective date of Resident's Lease, Resident shall provide the Community copies of:
 - (i) The mortgage agreement or finance agreement covering Resident's purchase of the home, or, if Resident owns the home without a lien, the title to the home; and
 - (ii) A copy of the certificate of insurance coverage on the home.
 - (iii) Certificate of Origin or Certificate of Title.
 - (iv) If purchase of a home already in the Community, title must actually be transferred. No contracts for sale will be accepted.
- (e) **Adult Invitees who have resided in the home for more than 14 days are no longer considered Invitees and are required to complete and sign a rental application and Lease, subject to Community approval.**
- (f) The Community reserves the right to terminate the right to reside in the Community for any Resident who:
 - (i) does not maintain his or her home or space in a clean, satisfactory, kept condition; or

- (ii) is in default under a retail installment contract or other loan document held by or owned by the Community, if that contract or loan document was executed for the purchase of a home now located at the Community; or
 - (iii) **fails to comply with these Guidelines, each and every one;**
 - (iv) fails to pay space rent, utility charges, or other agreed upon amounts.
- (g) All Residents have the right to 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 vehicles, music, loud voices, or any type of reproduced mechanical sound. The consumption of alcohol outside of the home is prohibited. If you want to drink, do it inside the comfort of your own home. Loud parties or excessive drinking will not be tolerated anywhere in the community at any time.
- (h) The business hours of the Community and Management office are 8 – 5 **Monday through Friday. All rent payments and other business shall be conducted during business hours.** Whenever a deadline or late date falls on a weekend or holiday, then the deadline will be the last business day prior to the weekend or holiday. Homes, storage buildings, etc. may only be moved in and out of the community during the regular business hours.
- (i) 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.

4. CONDUCT

- (a) All payments must be made by check or money order. Cash will not be accepted. The Community may require any Resident who is delinquent in rent payments 2 times or more to pay all amounts due by cashiers check or money order. The same requirement will apply to Residents who have more than 2 checks returned for insufficient funds.
- (b) **All rents are payable in advance and are due on the first day of the month. A late charge of \$25.00 extra rent will be charged if the rent is not received by**

the 5th of the month. An additional \$5.00 per day charge will be added for each continuous day until the rent and any late fees are paid in full. If an insufficient funds check is received, a late fee will apply to the day the rent is paid in full.

- (c) Any resident who receives six (6) of any type of rules violation notices from management during a 12 month period is subject to an automatic rent increase based solely on the discretion of management.
- (d) 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. The community may require any person staying in the home for more than 24 hours to register with the Management. When residents are approved to allow friends and family members to move into the residence, a charge of \$35.00 per person per month will be added to the rent for each person living in the home that was not listed on the original lease agreement.
- (e) Residents and their visitors and guests must abide by all federal, state, county and city laws, ordinances, curfews and zoning regulations. 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.
- (f) **No laundry, towels, rugs, mops or any other such items may be hung outside the home at any time.**
- (g) During the hours of 9:00 PM (10:00 PM in the months of June, July and August) to 5:00 AM, no one under the age of 18 may be anywhere on the Community premises except in their home or space, unless they are accompanied by a parent or legal guardian, or the have written permission of the Management. Residents with children are responsible for the actions of their children. Any damage caused by a child of a Resident is the responsibility of the parent or guardian of the child. Toys, bicycles, etc. left on the street or common areas can be confiscated by management.
- (h) **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 6:00 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.**
- (i) Residents and their guests or visitors may not trespass through or onto another Residents space.
- (j) Residents shall not permit their children or guests to play in the streets, and in particular, ride toys or electric or gas-powered cars or toys on the streets
- (k) **Residents shall not engage in any conduct that constitutes a substantial annoyance or danger to other Residents.** There shall be no display or discharging of firearms, air guns, or paint-ball guns in the Community. **Fireworks are not permitted within the Community.**
- (l) Any Resident who vandalizes, alters, or otherwise destroys Community or other property will be responsible for paying all costs incurred in restoring that property to its original condition. Residents are responsible for any damage done by their visitors and guests. Residents are encouraged to report to Management and/or police, immediately all incidents of vandalism or misbehavior they observe.

- (m) The Community is private property. Management reserves the right to refuse admittance to anyone and prevent trespassing. No loitering, soliciting, peddling or distribution of handbills will be permitted.
- (n) 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 non-compliance by any visitor, guest or child.
- (o) Complaints on any subject must be received in writing. Residents are encouraged to settle any disputes among themselves prior to involving Management.
- (p) 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.

5. OCCUPANCY OF LOTS AND HOMES

- (a) The Community may lease any space in the Community to any person who has been approved by management.
- (b) No more than **one adult family per home** is allowed without prior approval of management. If management approves additional occupants, such as brothers, sisters, parents, etc., there will be an additional charge of **\$35.00 per occupant per month added to the rent.**

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. Cedar Creek Forest is located north of Charterwood subdivision, and the southern boundary is a flood control ditch. The western boundary is Pillot Gully. **These waterways present certain additional hazards and risks. Some of the risks are that the waterways contain water, possibly snakes, rising and rapid water flow, possible bank erosion, etc. Residents, Resident's children, guests, invitees, and visitors are not permitted to enter the areas of the waterways.** Simply stated, Residents, Resident's children, guests, invitees, and visitors agree not to leave the boundary of the Community and will not trespass, explore or otherwise enter the creeks or flood control ditches. The flood control ditches are not the property of the Community, and therefore are not under the control of the Community. Stay away to avoid subjecting yourself, family and friends to the unusual risks that can be life threatening that exist there. Knowing these risks exist, Residents agree to hold harmless the Community from any injury caused by Resident's breach of this agreement.

- (c) 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 any abnormality that could potentially cause injury or accident.
- (d) 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.
- (e) No Resident may lease or otherwise assign the right to occupy his or her home or home site.
- (f) 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
- (g) All Residents are bound by these Rules and Regulations whether they have signed them or not.
- (h) 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.
- (i) Prior to leasing a space to a prospective lessee, the Community may require:
 - (1) a credit report acceptable to the Community;
 - (2) a verified two-year 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.

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.**

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 within 10 days of the request for the update.

Prior to permitting any person to occupy your home in addition to those persons named on the original application approved by Management, Resident must request and receive approval from Management. An application and \$35.00 application fee is required to be submitted before occupancy and subject to the additional fee requirement stated above.

Failure to secure approval from Management will constitute a violation with a fine of \$100.00 per person per offense.

6. HOME SPECIFICATIONS AND REQUIRMENTS

- (a) All homes to be placed on Community premises must comply with the requirements of Section 5, and all homes are subject to Community inspection and approval prior to move in. Site layout and home set-up and installation are subject to Community written approval.
- (b) Singlewide homes must be at least 16 X 52 feet.
- (c) All homes brought into the Community must be new. Each incoming home will be reviewed by the management and is subject to the sole approval of management.
- (d) Skirting is mandatory for all homes and must be installed within 30 days of the date the home is placed on the lot, after hookups are completed. Skirting material permitted includes only material that is manufactured specifically for use as skirting for mobile homes and subject to Community written approval.
- (e) Homes, including skirting, trim, siding, decks, stairs, storage units, and all other additions, must be kept in good cosmetic and structural repair at all times (including but not limited to painting). Repairs to siding must be painted within two weeks of their completion. Mold, mildew and dirt must be washed from the exterior as needed to maintain cleanliness and the quality of the home and the Community. Roof and shingle repairs must be done with exact matching shingles. If a roof repair is obvious due to age, mold, weathering or color, then the complete roof must be replaced.
- (f) Broken windows must be repaired within 48 hours. Windows will not be covered with aluminum foil or any other item except for window blinds.
- (g) All front doors will have storm doors in good operating condition, with operable door closers. Front storm doors will be closed when not in use.
- (h) Hitches and undercarriages must be removed immediately upon initial setup of the home.
- (i) Decks must be installed within 30 days of move-in. The front deck must be a minimum of 8' by 8', and the back deck must be a minimum of 4' by 4'. Decks must be made of treated lumber. Decks must be skirted to match the home. All decks require Community written approval prior to construction. Resident understands that it is not prudent to walk barefoot on the wooden decks, and agrees not to do so. Splinters may occur, or a nail head may work lose and cause injury to the foot.
- (j) Awnings or deck covers must have written approval before installation.
- (k) Upon purchase of a home in the Community, any existing deficiencies must be immediately remedied.
- (l) No lattice may be used for any trim, decks or any other purpose.

- (m) The following improvements are prohibited: window or wall mounted air conditioners or evaporative coolers; duct work on the roof of the home; and any vertical screening, or partial or full enclosing of porches, carports or other areas.
- (n) Each home shall display its lot number in a manner easily viewed from the street. 4 inch black numbers shall be used.
- (o) Lessee agrees to maintain full and adequate insurance coverage on their home at all times, including a minimum of \$100,000 liability coverage. Changes in insurance coverage amounts or companies will be reported to management immediately. Lessee agrees to notify management of any changes in the financing agreement on their home. Lessee will keep management informed of any new mortgage provider as well as their name and address.

7. STRUCTURE AND STORAGE

- (a) **ALL** structures and additions to a home or space must be inspected, approved and have written approval by the Community prior to their addition and must comply with all Community requirements and any applicable County or State codes. If applicable, permits must be obtained prior to installation.
- (b) Residents are responsible for malfunctions in their home including but not limited to plugged sewer lines, electrical short, etc. Residents are requested **not to dispose of grease, paper towels, diapers, toys, sanitary napkins, tea bags, Q-tips, tampon applicators, oil, paint, solvents, etc. in the toilets or drains.** When it is determined that a Resident is responsible for clogging a Community sewer line, the Resident will be billed for the repairs.
- (c) All homes sold to new owners within the Community, subject to Management approval, will be required to meet the standards described for new Residents bringing homes into the Community.
- (d) The exterior of the home, accessory structures, skirting and storage sheds must be well maintained, clean and neat in appearance. The following conditions are not permissible and must be immediately corrected; broken or cracked glass doors or windows; visible or unsightly dents, cracks or missing parts; bent or dented awnings, carports or railing support posts; visible and unsightly rust, corrosion, fading blistering or cracking painted surfaces; aluminum foil in windows or doors; and generally dirty appearance of the home or exterior fixtures. All windows will have white vinyl blinds in good conditions at all times. Discolored or damaged blinds will be replaced immediately.
- (e) Residents may not alter, connect, disconnect, or repair any Community or utility company service.
- (f) Painting the exterior of a home must be done in a color consistent with the aesthetics of the Community and must be approved in writing by the Management prior to beginning work. A licensed and insured painter must do any spray painting.
- (g) If a home becomes unusable due to fire, windstorm, or any other cause, Resident must repair or have the home removed within forty-five (45) days of when the damage occurred. If removed, the Residents rent payments shall continue until the

expiration of the lease agreement, or such time as the space is restored, at the Resident's expense, to the original lease-ready condition, whichever is later.

- (h) It is recommended that repairs be made and accessories be installed by licensed, bonded and insured contractors. Residents shall be liable for any damage or injury caused by a contractor that performs services on their behalf in the Community. The Community will not be responsible for any obligations contracted by Residents for the repair or maintenance to Community property. If such action is considered, the Resident must first obtain written permission from Management.
- (i) A storage building is permitted provided that there is adequate space on the home site and subject to Community written approval. Only pre-manufactured storage sheds like the type sold at Home Depot are permitted. These sheds must be placed behind the home and maintained according to the same rules as the home. It cannot exceed 8 feet in height and 120 square feet. No **metal** storage buildings are permitted. Management must approve of the location of the shed. Storage sheds may not be used as a living area. Paintable sheds will be painted to match the home.
- (j) Prior to beginning any construction or addition to the home or space, including the planting of landscape materials, Residents must obtain from Community Management the location of buried pipes, lines, wires and cables to avoid damaging them.
- (k) Fencing is allowed subject to prior Community written approval. Four foot fencing is the maximum allowed, and chain link fencing is preferred. The primary reason for allowing fencing is to secure children and pets while outside. All fencing becomes a permanent fixture and will not be removed if Resident moves out.
- (l) All homes must be placed in a uniform manner, with a 22.5' offset from the road. They must be blocked and anchored in accordance with the State Laws, Community regulations, and TMHA recommendations.
- (m) Decks may not be used for storage. The only items which are permitted to be kept on decks are **plants and lawn furniture**. Decks must be kept neat and clean and in good repair at all times. Only one Barbeque pit per home is permitted. No overstuffed furniture, brooms, ladders, tools, mops, freezers, refrigerators, mattresses, etc. are allowed outside the home.
- (n) Walkways and driveways require written approval by the Community before construction. Walkways may be concrete sidewalks, or circular or decorative landscaping stones.
- (o) All structures (storage units, porches, steps, etc.) and walkways must be kept clean and in good repair. The Community reserves the right to require repair, repainting, or removal of any structure that are deemed unsafe, unsightly, or no longer in conformance with Community standards. Upon notice from management, required maintenance must be accomplished within 30 days. If such maintenance is not performed within the 30-day period, then the non-compliance will be deemed a breach of the Lease and will be enforced according to the provisions of Enforcement Section of these Rules and Regulations.
- (p) Fire and Safety laws prohibit the use of the space below a mobile home for storage. Storing items on the space outside the home is prohibited unless in an approved storage shed, or approved in writing by the Community.

- (q) Appliances, furniture, scrap building material, vehicle parts, inoperable vehicles and non-street legal vehicles must not be kept or stored anywhere on the space, including the driveway.
- (r) Storage of items on vacant spaces is prohibited. Any item placed on a vacant space, including driveways, will be removed without notice.
- (s) All campers, trailers, boats, recreational vehicles, and any other vehicle not used for daily transportation may not be parked within the Community, unless it is in an approved storage lot with prior written approval of the Community management.

8. WINTER CARE

- (a) All exposed water lines and connections should be wrapped to prevent damage due to freezing. The installation of heat tapes is strongly recommended. Any damage resulting from freezing is the sole responsibility of the Resident.

9. SPACE & LAWN MAINTENANCE

- (a) Residents must maintain their spaces in a clean and orderly fashion at **all times**. Residents must care for their lawns, trees, shrubs and other plants. Cutting of Community trees or plants is expressly prohibited without Community management written approval. **Residents are responsible for their space starting at the road and going all the way back to the property line. The drainage ditch behind Resident's home is the responsibility of the Resident to mow and maintain. Residents are responsible to mow their spaces, trim around their home, storage building and trees. This includes edging the sidewalks, driveways and roadways of your space. No grass clippings will remain on streets, sidewalks or driveways after mowing. All grass clippings will be bagged and go into Resident's trash can. No dumping of clippings is allowed in or around the Community. Residents are responsible for weed control and elimination, and removal of brush, leaves, limbs, sticks and debris.** Herbicide use is prohibited when the end result will be an obvious line of dead vegetation, such as use under a chain link fence as an alternative to trimming. **All space maintenance, including trimming of trees, removal of trees and removing branches or limbs are the responsibility of the Resident.**
- (b) Residents are requested, subject to local water use restrictions, to water trees, grass and hedges on their space. Management shall be the sole judge of whether the Resident has met their obligation to keep their space in a manicured condition. If Management determines that Residents space is in need of attention, Resident will receive a violation notice and will have 3 days to correct the violation from the date of receipt of the letter. If Resident fails to correct the violation within the allotted time, Management can correct the violation and bill the Resident the actual cost of correcting the violation, or \$30.00, whichever is greater. The Resident will be required to pay for the work performed by Management on the first day of the

following month, with the rent. Residents will be responsible for any and all damage to plants, shrubs and trees caused by neglect or unauthorized trimming or removal.

- (c) *The Community will, at their discretion, maintain any space that is not being kept in satisfactory condition by a Resident. The Community will charge the Resident for any lawn or other maintenance it performs on behalf of that Resident.* Management will give Resident a notice stating the maintenance that needs to be performed. Resident will have 3 days to perform the maintenance, depending on the time stated in the notice. Refusal by a Resident to pay for these services will constitute a breach of the Lease agreement and will be enforced in accordance with the Enforcement Section of these Rules and Regulations.
- (d) Any alterations of a space or its landscaping must be pre-approved by the Community management.
- (e) Gardens and flower beds must be weeded and neatly maintained inside the space lines.
- (f) All plants, trees, and permanent fixtures placed on a space by a Resident become the property of the Community and cannot be removed. Portable improvements remain the property of the Resident.
- (g) All residents must keep their lots free from hazards. This shall include but not be limited to all pests such as wild animals, fire ants, wasps, bees, roaches, rodents, termites etc. If Resident does not arrange for the treatment, removal or extermination of such pests, Management will and charge the Resident the cost of extermination or removal.
- (h) Residents are prohibited from placing anything in their neighbor's yards, spaces, or any other area within the Community.
- (i) Only garbage cans approved by Community management are permitted. Plastic trash bags as the sole container are not permitted. No burning of debris or trash is allowed anywhere in the Community. Cat litter shall not be dumped or scattered on the Resident's space or anywhere else within the Community. Trash cans must be stored in the storage shed or behind the home or deck, out of sight. Trashcans must be placed on the driveway for pickup only on the day of the trash pickups and returned immediately after the trash is picked up.
- (j) No clotheslines, swing sets, gym sets, basketball hoops, or trampolines are allowed on the Resident's space without prior management approval.
- (k) **Oil or lubricants dripping onto the driveways or roads will be immediately cleaned and the repairs to fix the leaks are required as soon as possible.**
- (l) RESIDENTS WILL NOT ALLOW TRASH, CIGARETTE BUTTS, BOTTLE TOPS OR DRINK CANS TO BE ON THEIR SITE OR SURROUNDING SITES OR ROADWAYS. Residents are responsible for keeping their sites free of trash, and are totally responsible for the behavior of their guests and invitees. Any guest or invitee discarding trash improperly will cause the Resident to receive a first one time warning and subsequent fine of \$30.00 per incident.
- (m) Trash cans may be set out for pickup the day before collection, but no earlier than 7:00 PM.

10. SPACE USAGE

- (a) Satellite and TV dishes must be installed so as to be unobtrusive and out of sight as much as possible from the street. No television antennas over twelve feet shall be permitted in the Community. No Ham, CB or other radio antennas will be permitted in the Community. **No cables or wires are permitted to be run along the side of the home exposed.**
- (b) Swimming pools are prohibited, except for small, temporary children's wading pools, not to exceed 6 feet in diameter and 18 inches in height. Such pools must be drained and stored out of sight when not in use.
- (c) No signs or advertisement shall be placed on the Resident's space or home, except for one "For Sale" sign and one "No Soliciting" sign placed inside the front window of the home. No decals shall be placed on windows.
- (d) The home and space may only be used for residential purposes. No business of any nature may be operated from the home.
- (e) Water is a limited and precious resource. Use what you need, but please do not waste it. Water shall not run onto other home spaces or streets. Dripping faucets, toilets, showers, sinks, hoses, water lines, etc. shall be kept in good repair by Resident. Community management reserves the right to perform inspections periodically to determine if there are unnecessary leaks in the Resident's home. Any Resident suspected of wasting or abusing the water privileges are subject to metering.
- (f) Home spaces remain under the direct control of the Community. Spaces shall remain accessible to Management at all times without prior notice to Residents in order to facilitate repairs of equipment, reading of meters, and maintenance of common areas, inspections, delivery of notices, or emergencies.

11. TRAFFIC

- (a) A 10 or 15 mile per hour speed limit (depending on the street) must be observed in the entire Community. Residents and their invitees must use extreme caution and be particularly alert for children. Any operator of a vehicle within the Community must have a valid operator's license. All traffic laws that are in effect in Harris County are in effect within the Community.
- (b) Speeding or reckless driving behavior will not be tolerated.
- (c) Streets are fire lanes.... No parking on the streets is allowed. No parking on the grass or other non-designated area is permitted.
- (d) **Penalties for traffic violations by guests or invitees will be imposed against the Resident.**

12. 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. An additional driveway may be added to accommodate guest parking or additional needs, if space permits. Management must approve in writing any additional driveways prior to their construction. **No resident**

may have more vehicles than he has driveways. Any resident with more cars than driveways, including others living at the home, are required to be approved in writing by management and will pay a fee of \$35.00 per month per vehicle.

- (b) Vehicles must be parked only in the designated parking area on each space. **There will be no vehicle parking on the street or any unpaved area, including lots and 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 and display valid Community authorization permits.
- (c) The only vehicles permitted in the Community are passenger cars, pick up trucks not to exceed 1 ton, 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) Harley Davidson motorcycles are not permitted within the Community.
- (e) 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.
- (f) Unauthorized vehicles in the Community or vehicles parked in an unauthorized area may be towed or impounded at the owner's expense.
- (g) 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. No waste oil, grease or other fluids may be discharged anywhere in the Community. Dumping of oil anywhere in or nearby the community is a violation. Painting of vehicles is prohibited in the Community.
- (h) Wrecked or damaged vehicles may not be kept in the community. Vehicles needing any type of repair must be removed from the community.
- (i) All vehicles must be registered with Management. **New acquisitions and changes of vehicles are required to be reported within 7 days of arrival on the property.** Failure to report a new vehicle, sale or change within the 7 days will constitute a violation subject to a fine of \$60.00 per vehicle.

13. PETS

- (a) **No outdoor pets are permitted.** Only domestic pets, whose weight when fully grown is **20 pounds or less**, are permitted. Livestock and exotic pets are prohibited. No more than **one animal per home** will be permitted. Under no exception will any dogs, which have any part of the following breeds, be permitted; pit bulls, Dobermans, rottweilers, chows, wolf hybrids or dogs bred for fighting.
- (b) Management requires that all pets be approved. New pets must be registered with Management within 10 days of arrival. Failure to do so will be a violation subject to

a \$60 fine. It is the responsibility of the Resident to keep their pets licensed and inoculated in accordance to the local laws and requirements. Management will not have responsibility to check on whether or not Resident is complying with animal licensing, inoculations or other animal control laws. However, Management does reserve the right to request proof of such compliance.

- (c) **Management requires a picture of the Resident's pet to be kept on file.**
- (d) **Pets will not be permitted to deposit waste on any other home site or common area of the Community. Pet owners are responsible for cleaning up any waste left by their pet, including deposits on their own space, when it occurs.**
- (e) **Any pet found running freely within the Community or without the proper tags and/or registration may be removed by the proper authorities or Management. No temporary kenneling, pet sitting or outside kennels are allowed.**
- (f) Pet owners are responsible for any damage caused by a pet. Pets that dig will be prohibited from being outside unaccompanied by owner.
- (g) **Any pet creating excessive noise (barking frequently) or other disturbance shall be permanently removed from the Community after ten (10) days written notice from the Community.** If your dog barks, he may not be left alone outside the home. Valid complaints from other Residents will be sufficient grounds for removal of the animal.
- (h) **All pets when outside will be on a leash, unless inside the fence of a home site. No pet will be outside more than 2 hours in a 24 hour period.** Food and water bowls will not be allowed to remain outside of the home. Indoor pets need indoor food and water bowls. Tie ropes and leashes will not be allowed to remain outside when not in use. Front or rear decks are not suitable for food and water bowls.
- (i) Any pet known to physically injure humans or to be otherwise unsafe is prohibited in the Community. If a pet constitutes a public nuisance, bites, attacks or in any way interferes with or threatens other Residents, their pets, visitors, guests, workers, utility employees, and/or causes complaints, permission to keep the pet may be immediately revoked. Regardless of the situation or circumstances, any pet, which bites a person must be immediately removed from the Community. Once required to leave, a pet may not return to the Community.

14. 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.

15. UTILITIES

- (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.
- (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. Residents are encouraged to have check valves installed to prevent damage.
- (e) Each Resident is currently **allotted 5,500 gallons of water per month** (30 days) without incurring an additional charge. Should a Resident exceed the 5,500 gallons per month, for each 1,000 gallons or part thereof, there will be a charge of \$6.00 per thousand gallons. A bill will be generated after the meters are read each month for any excess usage. Unpaid water bills will accrue a late fee of 10% of the bill amount for each day after the 15th of the month.

16. 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.
- (b) A first violation will result in a warning to the Resident.
- (c) A second violation (or failure to cure a continuing violation within 2 days of the initial notice) will result in a second warning and a fine of \$30 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 \$60.00 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.

17. MODIFICATION OF THE RULES AND REGULATIONS

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 on the website,

Cedarcreekforest.com will prevail. Please check the website 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.

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

18. MOVING HOMES IN/OUT

- (a) 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. Mover will be required to pay a \$500 cash deposit prior to the move. The deposit will be refunded immediately when the home leaves the community, deducting any costs to repair damages or cleanup.
- (b) 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 the Resident, which includes a list of items that must be completed and paid for before the home may be removed from the Community.
- (c) 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 \$15.00 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.
- (d) 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.

19. NOTIFICATIONS TO MANAGEMENT

Residents are required to notify management of changes or additions according to the provisions of the Rules and Regulations, in particular to occupancy, pets and vehicles. This notification must be timely as specified.

Failure to notify management timely and follow the requirements for additional residents living at your home will now **result if a violation with a fine of \$100.00 per person, and possible eviction.**

20. EFFECTIVE DATE

The effective date of this version of the Cedar Creek Forest MHC Rules and Regulations is October 12, 2018.

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

CEDAR CREEK FOREST MHC

Name printed

By:

Cedar Creek Forest MHC

Signature

Name printed

Space Number: _____

Signature