

# *Stone Haven Community*

## *Guidelines, Rules, & Regulations for Living*



*A Manufactured Home Community  
2103 Tabor Road  
Bryan, Texas 77803  
979-778-9511*

*YOU'RE AT HOME AT*

## *Stone Haven Community*

*Stone Haven Community (SHC) is the Community with a bright exciting future. We know that you are making a large investment in your new home. We want you to know that you will be living in a Community where people care about you and your family.*

*We have the facilities to help you make the most of your leisure time. In addition to providing the finest in Community facilities, we want the help you protect the value of your investment.*

*It is for this reason that we have Community Guidelines & Regulations and high standards for all homes that are brought into SHC.*

- *You can select from our home sites, with two or three car concrete parking areas.*
- *SHC is in the Bryan Independent School District.*
- *Homes will be attractive and well maintained*
- *All homes have treated wood decks*
- *SHC provides an 8x10 storage unit that is included in your rent.*

*These standards assure you that SHC will be the finest Community in the Bryan-College Station area for years to come. SHC is a community that you will be proud to call HOME.*

## **Stone Haven Community Guidelines to Community Living**

*These Guidelines to Community Living 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. Stone Haven Community, therefore, has established and will enforce the following Guidelines. The Guidelines are hereby made a part of any application for residency, security agreement and lease agreement between the Community and a Resident.*

### **1. Definitions**

- (A) *The "Community" means Stone Haven Community (SHC) Manufactured Home community, its owners, and management.*
- (B) *The term "Guidelines" means the SHC Manufactured Home community Guidelines for Living and all provisions contained herein.*
- (C) *The term "Home" is any manufactured home, which has been approved in the sole discretion of the Community, and which is located in the Community.*
- (D) *The term "Resident" is 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 "Facilities" means the buildings, common areas and recreation facilities located in the Community.*
- (K) *The term "Application" means the application completed by a prospective Resident.*

### **2. General**

- (A) *Any such breach of a Lease will be enforced according to the enforcement provisions contained in Section 15 of these Guidelines.*
- (B) *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:
  - (1) *The arrival of a Resident's home into the Community; or*
  - (2) *The transfer of title to a Resident when he or she purchased a home that is already in the Community.*
  - (3) *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 within 10 days after the change has occurred.**

- (4) *Within 24 hours of the effective date of Resident's Lease, Resident shall provide the Community copies of:*
  1. *The Mortgage agreement or finance agreement covering Resident's purchase of the home, or , if Resident owns the home with lien, the title to the home; and*
  2. *A copy of the certificate of insurance coverage on the home.*
  3. *Statement of Ownership & Location.*
  4. *If purchase of a home already in the Community, title must actually be transferred. No contracts for sale will be accepted.*
- (C) *Adult Invitees who stay on a regular basis or 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.*
- (D) *Per City of Bryan Ordinance, a register is to be maintained containing the names of all park occupants identified by lot number or street address, which will be available for any authorized person inspecting the park. Therefore, any changes in residents, vehicles, etc, shall be reported to the office within 10 days of the change. This is mandatory, not optional.*
- (E) *The Community reserves the right to terminate the right to reside in the Community for any Resident who:*
  1. *Does not maintain his or her home or space in a clean, satisfactory condition; or*
  2. *Is in default under a retail installment contract or other loan document, if that contract or loan document was expected for the purchase of a home now located in the Community; or*
  3. *Fails to comply with these Guidelines; or*
  4. *Fails to pay space rent, or other agreed upon amounts.*
- (F) *No Resident or Invitee may harass or otherwise limit other Resident's 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 nuisance.*
- (G) *Disturbance of peace and willful or careless destruction of or injury to property will be cause for issuing notice of eviction to offenders. Homeowners will be held responsible for any damages done by any occupants of their home, invitees, guests, or room-mates, to Community property or to property of others. Unruly conduct or interference with other residents will not be tolerated.*
- (H) *The provisions of these Guidelines 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.*
- (I) *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.*

### **3. 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 adults or family status is not permitted.*

- (B) *Occupancy of the Community and use of the Facilities afforded therein 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, damage to property, or death to persons.*
- (C) *Residents must not commit acts 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.*
- (D) *NO RESIDENT may lease or otherwise assign the right to occupy his or her home or HOMESITE.*
- (E) ***NO HOME 2007 or older may be sold on lot unless approved by Management.***
- (E) *All residents must sign, agree to, and abide by:*
  - (1) *The Guidelines*
  - (2) *The application for residency; and*
  - (3) *His or her Lease;*
  - (4) *Any applicable Addendum to the Lease;*
  - (5) *and security agreement*
- (F) *All residents are bound by the Guidelines whether they have signed a copy of them or not.*
- (G) *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.*
- (H) *Before approving a lessee who wishes to lease a space, the Community will require, at a minimum:*
  - (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) *such other information as the Community may require; and*
  - (5) *an application fee*
  - (6) *a full background check*
  - (7) *The Maximum number of occupants per home shall not exceed three (3) unrelated persons. 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 3 (C) of the Guidelines.*
  - (8) *Each home shall be owner occupied or the Resident shall be related to the owner by no less than the first (1<sup>st</sup>) degree of consanguinity or marriage.*

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

#### **4. HOME SPECIFICATION REQUIREMENTS**

- (A) *All homes to be placed on Community premises must meet the requirements contained in this Section and 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) Single section homes must be at least 14'X40'.*
- (C) All homes brought into the Community must be brand new or not any older than 5 years old and in good condition. Each incoming home will be reviewed by the Community Manager and is subject to the sole approval of Stone Haven Management Corp and must be inspected by the City of Bryan.*
- (D) Hardi Panel skirting is mandatory for all homes. The skirting will be painted a cinder block gray, color approved by the Community.*
- (E) Homes, including skirting, trim, siding, decks, patios, stairs and all other additions, must be kept in good cosmetic and structural repair at all times (including but not limited to painting). Any modification to paint color of the home must be pre-approved by SHC. Repairs to siding must be painted to complement the home within two weeks of their completion. Mold, mildew, and dirt must be washed from the exterior as needed (minimum once a year) to maintain cleanliness and quality of the home and Community.*
- (F) Broken windows must be repaired within 48 hours. Windows must not be covered with aluminum foil or items other than curtains or window blinds. Blinds must be kept in good condition, as they are visible from outside. Window air conditioning units are not allowed.*
- (G) Each home will be provided a storage unit- "All applicable state laws concerning self storage applies." When a Resident vacates and or lease is terminated, the Community will follow the Texas Property Code Chapter 94 for enforcement of Lien. The storage facility must be left clean and in good repair. When the lease is terminated, the Resident's right to the use of or access to the storage unit is terminated.*
- (H) Upon purchase of a home in the Community, any existing deficiencies must be immediately remedied.*
- (I) Holiday decorations must be removed within thirty days after the holiday.*
- (J) Carports are permitted, subject to prior Community approval. These are optional and must be done at the resident's expense and paid in advance of the work being done.*

## **5. STRUCTURE AND STORAGE**

- (A) No structures other than approved decks will be allowed without prior written approval from Community.*
- (B) Prior to beginning any construction or addition to the home or space, including the planting of landscape materials, residents must obtain written approval of the Community as well as the location of buried pipes and cables from Community management in order to avoid damage during construction.*
- (C) Fencing will be allowed with prior Community approval. Only 4 foot high fence made of black coated chain link fence material in the rear of the home will be allowed. It must be installed by the Community or an approved vendor. There are utility easements that must be protected. This fencing is optional and must be done at the cost of the resident and paid in advance of the work being performed.*
- (D) Decks and other improvements must be commercially built or constructed to a high standard of safety and appearance. Decks may not be used for storage. The only*

*items which are permitted on the decks are potted plants and lawn furniture. Decks must be kept neat, clean, and in good repair at all times. The Community is not liable for the maintenance of the decks.*

- (E) Barbeque grills should be used at least 10' away from the home.*
- (F) Walkways require written approval by the Community before placement. Walkways may be concrete sidewalks, or circular or decorative landscaping stones.*
- (G) All structures (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 structures, or walkways if they are unsafe, unsightly, or no longer meet Community standards. Upon notice from the Community, required maintenance must occur within 30 days. If such maintenance is not performed within 30 days, such non-compliance will be deemed a breach of the Lease and will be enforced according to the provisions of Section 15 of these Guidelines.*
- (H) Fire and safety laws prohibit the use of the space below a manufactured home for storage. Storing items on the space outside a home is prohibited unless approved by the Community.*
- (I) Appliances, furniture, scrap building materials, vehicle parts, inoperable vehicles and non-street legal vehicles must not be stored anywhere on the space, including the driveway.*
- (J) Building materials, if approved by Community management, may be stored on a space and must be stored neatly only while constructions is in progress.*
- (K) Storage of items on vacant spaces is prohibited. Any item placed on a vacant space, including on the driveway, will be removed without notice.*
- (L) No campers, trailers, boats, recreational vehicles and other vehicles not used for daily transportation may be parked within the community. No antennas will be permitted in the community. Satellite dishes will be permitted, mounted at the rear of the resident's home. Placement must be approved by management before mounting.*
- (M) No clotheslines of any type may be installed. No outside drying of mops, laundry or wet swimwear, on decks or outdoor furniture.*
- (N) No items can be hung from trees (swings, dog chains, wind chimes, bird feeders, etc.) without prior Community approval.*

## **6. SPACE MAINTENANCE**

- (A) Residents must maintain their spaces in a clean and orderly fashion. Residents must water their lawns, trees, shrubs, and other plants, and keep flowerbeds clean. Shrubs, trees and other plants should be trimmed as needed. The Community will mow and maintain landscaping.*
- (B) The Community may choose to maintain any space which is not kept in satisfactory condition by a Resident. The Community will charge the Resident for any maintenance it performs on behalf of that Resident. Refusal by a Resident to pay for these services will constitute a breach of the Lease and will be enforced in accordance with the provisions of Section 15 of these Guidelines.*
- (C) Any alterations of a space or its landscaping must be pre-approved by the Community.*

- (D) *All plants, trees, and permanent fixtures placed on a space by a Resident become property of the Community and cannot be removed. Removal of the same will be done at the Community's option and performed at the Resident's expense. Portable improvements remain the property of the Resident.*
- (E) *All residents must keep their lots free from hazards. This shall include all pests including fire ants, wasps, bees, etc.*

## **7. SPACE USAGE**

- (A) *Home sites may be used as a residence only and may not be used for business.*
- (B) *One "For Sale" sign, no larger than 12"X18" is allowed, with prior approval, in one window of Resident's home. No signs are allowed in the Resident's yard without written approval from the Community management.*
- (C) *The Community reserves the right to enter each home site to inspect and maintain utilities in conformance with Guidelines, Rules & Regulations for Living.*
- (D) *Residents must notify the Community of any hazardous conditions which are known to be a violation of the Guidelines or applicable state or county laws.*
- (E) *Bows and arrows, sling shots, BB guns, air guns, or other weapons are prohibited in the Community except those lawfully obtained and kept only in the Resident's home or vehicle. Fireworks of any kind are not permitted in the Community. All discharges of firearms or fireworks and use of any other weapon will be reported immediately to the City of Bryan Police Department. Such discharge will be considered a breach of the Lease and will be enforced in accordance with the provisions of Section 15 of these Guidelines.*
- (F) *No individual "Garage or Yard Sales" are allowed. The Community may, from time to time, organize a Community sale in a designated area. Per City of Bryan guidelines garage sales are allowed once every four months.*

## **8. TRAFFIC**

- (A) *A 10 mile per hour speed limit must be observed in the entire Community premises. Please pause at all intersections and be particularly alert for children. To help keep the streets in good repair, the only vehicles permitted in the Community are passenger cars, pickup trucks, not to exceed 1 ton, and service vehicles required by the Community for maintenance and upkeep. Residents must request written permission, which Community may or may not grant in its sole discretion, prior to using any other vehicle on Community premises.*
- (C) *All vehicles operated within Community premises must be street legal and have a current inspection sticker, registration tags and proof of insurance.*
- (D) *Any operator of a motorized vehicle within the Community must have a valid operator's license.*
- (E) *No parking in the streets is allowed by residents. No parking on the grass, sidewalks or other non-designated area is allowed.*



## 9. VEHICLE PARKING AND MAINTENANCE

- (A) *All vehicles must be parked in a driveway or other designated parking space. Each home site has a parking space that will accommodate two or three vehicles. No vehicle (including invitee's vehicles) shall be parked on the grass. Invitee's vehicles parked on the street must be parked with the direction of the normal traffic flow and should not be routinely left in the street. Invitee's vehicles should only be parked on the street during visitation for no more than a 24 hour period. Vehicles parked on the grass are subject to be towed without warning from the Community at the Owner's expense.*
- (B) *If Residents have additional vehicles that exceed designated parking spaces, those vehicles should be parked in the designated overflow parking area near the mailboxes in the center of the Community.*
- (C) *Inoperable vehicles, vehicles that are not street legal and vehicles without current license plates, inspection stickers or registration tags must not be parked in the Community.*
- (D) *No mechanical work is to be performed at Resident's space or elsewhere in the Community.*
- (E) *Vehicles in violation of the Guidelines will be towed away without warning at the Resident's expense.*

## 10. CURFEW

- (F) *No Resident may use or otherwise occupy any common area of the Community after 10:00 P.M.*

## 11. VISUAL RESTRICTIONS

- (A) *Trash cans must be stored in the provided storage area behind the home or deck area and must be placed at the curb on the morning of pickup only. All refuse must be bagged, even when in the trash receptacle. Large trash items must be placed at the curb near the trash can no later than 7:00 am on trash day (Mondays only).*
- (B) *Nothing is allowed on decks except patio furniture and well-maintained potted plants.*
- (C) *Swing sets, gym sets, basketball hoops, or trampolines are allowed at the individual home sites with prior Community approval. Basketball hoops should be located on the back side of the individual home owner's driveway. Inflatable swimming pools with a maximum size of 10' in diameter or rectangular 10' x 6' will be allowed during summer months. Pool must not be in the same location more than 2 days at a time, and must be removed for mowing. Trampolines must also be moved for mowing.*
- (D) *The visual appearance of your home and lot are very important at Stone Haven Community. Please repair or replace any broken or damaged window blinds promptly. Windows must be covered by window blinds or curtains, no foil allowed. Please do not cover your windows with bed sheets or other fabric that is not a curtain or drape.*

## **12. PETS**

- (A) *After approval by the Community and after the Resident signs a Pet Agreement, dogs, cats, and other household pets may be kept in a home or on a leash if accompanied by the Resident with the exception of the following dog breeds or any dog which has any part of the following breeds in their makeup: Pit Bulls, Doberman, Rottweiler, Wolf breed and/or Chow.*
- (B) *Only domestic pets, whose weight when full grown is 40 pounds or less, are permitted. Livestock and exotic pets are prohibited. No more than two animals per home will be allowed without written permission of the Community.*
- (C) *Any time pets are not in the home they must be restrained on a leash no longer than ten (10) feet long and must be accompanied by a Resident and under the owner's control. Animals may not be tied up outside of the home. Animal Control will be called for loose animals.*
- (D) *Pet owners are responsible for removing all droppings in their yards (daily) and also in public areas (as they happen). This applies to fenced yards also.*
- (E) *Residents must immediately repair any damages caused by their pet.*
- (F) *Any pet creating excessive noise or other disturbance shall be permanently removed from the Community after ten (10) days written notice from the Community. Valid complaints from other Residents will be sufficient grounds for removal of the animals. Any resident who does not comply with these rules will be required to remove their pets from the community.*

## **13. WAIVERS**

*The Community's failure to enforce any provision of the 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 the Guideline upon any other default or breach by a Resident. The obligation of the 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 others 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 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.*

## **14. UTILITIES**

- (A) *Any fees for installation or hook-up 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.*
- (C) *Installation of or loss from all utilities from the meters 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 to water heaters. Residents are encouraged to have check valves installed to prevent damage.*
- (E) *Residents must notify the Community before beginning any digging. The Community will direct Resident in all digging in order not to interfere with utility and water lines.*

## **15. ENFORCEMENT**

- (A) *A violation of any provision contained in the Guidelines will also constitute a breach of the Lease. All breaches of these Guidelines will be enforced according to this Section unless specific consequences are otherwise described.*
- (B) *If a resident is found to be in violation of one or more of the above mentioned rules and policies, the resident will be informed of such violation by a written notice and asked to correct the problem.*
- (C) *If the violation is not corrected in a reasonable length of time, or if a particular violation is being repeatedly committed, the individual will receive a second notice. This notice will inform the resident of the violation and indicate that further violations will require eviction.*
- (D) *If the violation continues after the second notice, the resident will be required to vacate the community.*
- (E) *Management has the right to require the occupants of a space to vacate within 72 hours if their conduct is deemed detrimental or incompatible with the interest and welfare of the community.*
- (F) *Any violation of a Lease or the Guidelines 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 an act which is in violation of any local, state or federal law.*
- (G) *Notwithstanding any provision of this Section to the contrary, the following violations shall be grounds for sending eviction notices without prior written notice or warning of a violation of the guidelines.*
  - (1) *Failure to notify the Community of the name of any new Resident not listed on the Community's Records;*
  - (2) *Violation of any federal, state or local laws, ordinance or regulation.*

## **16. MODIFICATION OF GUIDELINES**

- (A) *The Community reserves the sole right to add or modify the Guidelines as circumstances require for the safety, care, or cleanliness of the Community or for the comfort, peace, and quiet for all Residents. Any modification of the Guidelines shall be in writing with 30 day advance notice to Residents and shall become effective at the end of the 30 days advance notice.*
- (B) *Residents must comply with all Guidelines the Community prescribes after they have been given written notice.*

- (C) *The Community's failure to enforce any of the Guidelines or its failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of the Guidelines or any particular Rule.*

**17. EFFECTIVE DATE**

- (D) *The effective date of Stone Haven Community Guidelines to Community Living shall be May 1, 2003.*
- (E) *Revision 1 date July 1, 2005.*
- (F) *Revision 2 date April 22, 2010.*
- (G) *Revision 3 date June 11, 2011.*
- (H) *Revision 4 date November 27, 2012.*
- (I) *Revision 5 date August 31, 2014.*
- (J) *Revision 6 date March 1, 2016.*
- (K) *Revision 7 date April 1, 2019.*

**READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.**

*By signing below, I signify that I have read the Guidelines, and I agree to comply with all that is contained herein and I agree to require all my Invitees to comply with all the Guidelines.*

RESIDENT

STONE HAVEN COMMUNITY

\_\_\_\_\_  
NAME (Printed)

\_\_\_\_\_  
Agent Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NAME (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Site Address

**RESIDENTS NEED TO INITIAL ALL 12 PAGES**