

**PARADISE RESORT ESTATES**  
**301 E. HALL ACRES ROAD**  
**PHARR, TEXAS 78577**

**RESORT GUIDELINES, RULES AND REGULATIONS**

**PURPOSE:** The intention for these community guidelines is to create, to preserve and to enforce standards that ensure an atmosphere at Paradise Resort Estates that is of the greatest benefit to all residents, management and ownership. Special emphasis is given to the qualities of safety, order and peace.

Each resident shall comply with Federal, State and local laws, rules and regulations. The following Rules and Regulations are a part of the rental agreement. Residents are expected to read the Resort Rules and Regulations and such constitute a binding agreement between residents and management. Management will interpret and enforce these Rules and Regulations in a reasonable matter.

**RENT PAYMENTS:** All rent payments are due on or before the 5<sup>th</sup> of the month. Rent must be paid using our online payment system. No rent payments will be accepted at the Resort Office. Any past due rent will result in a late charge of \$35.00 and an additional \$35.00 per month until paid in full. Returned check will be assessed a returned check fee of \$35.00.

Our Rental Schedule will determine the rental rates, deposits and fees to be paid. All rents are payable in full and in advance. Failure to pay any charge may constitute a lien on the RV, park model or mobile home as prescribed by the laws of the State of Texas.

**ARRIVING & DEPARTING:** Please check in at the office upon arrival. Please inform Resort office of your impending arrival so that your mailbox will be opened so you can start receiving mail. All outstanding amounts for electric and rent are due on or before departure date unless prior arrangements have been made with management. Paradise Resort Estates will not be responsible for any damage to guest's unit due to power outage or failure.

**RV Check out time is 10:00 am. Check in time is 2:00 pm for RVs.**

**CANCELLATIONS:** All cancellations will be assessed a \$50 administrative fee. If a cancellation is received in writing on or before September 1<sup>st</sup> the full deposit minus the administrative fee will be returned to you by check from our main office within 45 days of notice. After September 1<sup>st</sup> deposits are non-refundable, except in case of death. If a guest cancels after a deposit rollover the deposit will be forfeited.

**LOADING/UNLOADING OF RV'S:** There is a three (3) day limit to load or unload any RV, extra cars, etc., when you first arrive back to the resort. Do not use your neighbor's driveways or carports without prior permission. If you need to store your RV or extra car, please contact the Resort office. Also see **STORAGE**.

**LOT ASSIGNMENT:** Management reserves the right to reassign lots. Lots rented by the day, week or month may be reassigned if someone desires to rent the lot on a yearly basis. Without a deposit on a lot, reservations may be cancelled or changed by management. RV lot deposit is \$250.00 and will be credited as rent payment to your account unless you cancel your reservation (see Cancellations.)

**MANAGEMENT RESERVES THE RIGHT:** Management may refuse any application for reservation or to terminate the existing occupancy of the resident by providing a written notice if it is deemed by management to be in the best interest of the Resort.

**OCCUPANCY:** Only two people per unit are allowed. Management must be notified if visitors will stay overnight. Daily fee of \$2.50 will be charged for each visitor staying overnight. Maximum visitor's stay is fourteen (14) consecutive days per season unless approved by the management. All residents are the responsibility of the person they are staying with and must check in with the office with name, length of stay and age (if under 21 years old) upon arrival. All visitors of residents in the resort must be accompanied by a Paradise guest at all times.

**VISITORS:** Remember, this is a senior park. Visiting children must be supervised and under control at all times. Children can visit their grandparents, but grandparents cannot have daily supervision of their grandchildren. Visitation is limited to engagement with grandchildren for purposes of visitation only.

#### **RESIDENTS/OCCUPANTS/RESIDENTS/CARE PROVIDERS**

**AGE REQUIREMENT:** Residents must have one member of the family 55 years or older. Persons, under the age of 45, are not permitted to permanently reside in PARADISE RESORT ESTATES. Any Lessee who gives birth to, adopts, or becomes a legal guardian for a child who resides at PARADISE RESORT ESTATES must cause the child to cease being a resident of PARADISE RESORT ESTATES within 12 months or their lease will be terminated.

**RESIDENTS:** Only two persons per household. All residents must be approved for occupancy prior to residing on park property. "Approval" is defined as written approval after review of an application for occupancy. Any person desirous of being assigned a lease agreement through purchase of a home on resort property must fully comply with Resort Guidelines, including but not limited to, delivery of fifteen-day advance written notice of the sale and corresponding opportunity for the park owner to approve the proposed purchaser for residency.

**OCCUPANTS:** Senior Park: Any persons listed on the Lease agreement as "occupants" who are residing on Resort property by virtue of residency with an authorized resident may reside on park property but are also subject to screening. Screening must occur within the first 15 days. "Occupants" shall not be allowed to reside with an authorized resident if such occupant poses a threat to the health, safety, or welfare to the park community. Such occupant must be named as an occupant in the resident's lease agreement and be independently approved for occupancy. Any occupant on Resort property may only occupy as long as such resident occupies Resort property. If the authorized resident vacates, is evicted, or no longer occupies the subject home due to death or illness, all occupants must either be screened for residency or forthwith vacate within ten (10) days of the resident's departure from the subject premises unless such departure is temporary.

**GUEST:** "Residents" of authorized residents or occupants may visit at any time. Guests who stay overnight on park property in excess of forty-eight (48) continuous or cumulative hours must register themselves and their vehicle with management PRIOR to any extended stay as a condition of continued occupancy (overnight) on park property. Any residents who fails to register with management shall be considered an unauthorized trespasser. Guests who remain on park property overnight for fifteen (15) consecutive or cumulative days must submit application for residency and be approved for residency as a condition for continued occupancy. Any guest who remains on park property in excess of fifteen days without receiving approval for residency shall be considered an unauthorized trespasser. All guests and visitors are required to comply with the rules and regulations of the Resort. Residents shall so advise their guests and visitors and shall provide to such guests and visitors a copy of the rules and regulations.

**LIVE-IN CARE PROVIDER:** If a person moves onto Resort property as a licensed live-in care provider, such person must firstly contact management PRIOR to residing with a park resident and provide to management proof that such person is a licensed care provider in strict accordance with the definition of "licensed live in care provider" set forth in RCW 59.20.145. If management is satisfied that such person meets the requirements of RCW 59.20.145, such person shall be allowed to reside with the applicable resident provided that such person is in residency to provide the services defined by the resident's physician. The "licensed live

in care provider” shall not be considered a resident but must comply with the rules and regulations of the Resort. If the applicable resident dies or no longer needs the services of the care provider, such care provider must forthwith vacate Resort property. Management may also, at its sole election, determine that the care provider is deleterious to the welfare of the applicable resident and challenge the right of the care provider to remain in occupancy with the resident, by contacting the resident’s physician, social services, or any other agency or relative responsible for the welfare of the applicable resident.

**ACCOMMODATION:** If a person moves onto park property for the purpose of providing “accommodation” to a resident, such person must firstly contact management PRIOR to residing with a park resident. Management reserves the right to be shown proof that such accommodation is required including, but not limited to, a statement by the park resident of need for accommodation and reason that such person can accommodate the resident’s need(s). Management may, in its sole election, determine whether such person is actually providing accommodation to the applicable resident and challenge the right of such person to remain in the occupancy with the resident by contacting the resident’s physician, social services or any other agency or relative responsible for welfare of the applicable resident.

### **HOUSE SITTING IS PROHIBITED.**

### **BUSINESSES**

Public access, businesses, commercial enterprises, day care services or door-to-door solicitation shall not be permitted within the community.

### **NEW HOMES**

Set up of homes, construction of appurtenances and storage buildings will require the written approval of Management prior to installation. In granting such approval Management may require that reasonable conditions be met regarding height, size, construction, finish, etc., to provide for aesthetically pleasing exterior appearance of the improvements and for the safety, comfort and welfare of the community and its residents.

**UTILITY HOOK-UP:** Management must be present for all connections.

**MOVING-IN OF PERMANENT UNITS:** All residents bringing into Paradise Resort Estates a permanent unit (new or existing residents) must complete an application, pay for a background check fee and schedule an interview with Resort Management. Management must approve this application in writing and inspect the permanent unit to be moved to the Resort. The Resort Management reserves the right to accept or reject any prospective new residents.

Resort Management will approve the quality and appearance of all units before being moved into the Resort and during its occupancy in the Resort. After proper notice, the Resort reserves the right to have any Mobile Home, RV, Park Model, structure, or vehicle which does not comply with the Resort’s standards removed from the Resort at the owner’s expense.

All homes moving into the resort must meet all regulations set forth by the State of Texas concerning regulations and design for the coastal counties of Texas. There will be no exceptions. Prior to moving in a mobile home, park model, trailer, 5th wheel or motor home residents and unit must be approved by Management, application and lease completed and signed, and site assigned. Move in hours are 8AM to 4PM Monday- Friday.

All mobile homes and park models must be transported by a licensed transporter and installed by a licensed installer. Transporters and installers have to provide copy of license and bond before moving a unit into the Resort. Residents will be responsible for any damage, injury or claim caused by the transporter or installer. Guest will give management a 48-hour notice to management before move in to arrange for gate openings and to locate utilities.

Mobile homes and park models must be skirted within one month after occupancy. The type of skirting must be approved by management in writing prior to installation but ALL skirting must be a closed vertical type and all skirting must comply with this requirement.

Permanent units, sheds, and propane tanks shall be tied down. The installation of all tie downs must be performed by a professional and must comply with insurance and government regulation. **All residents must carry liability insurance in event their unit or another unit receives property damage. A copy must be provided to the office for your file.**

Concrete pads/runners are required for all mobile homes and park models with an extra 18-inch apron around the main structure.

When mobiles and park models are moved into the Resort, they shall be anchored/tied down in compliance with state laws and regulations.

No fences, sprinkler systems, or clotheslines are allowed. Small satellite dishes (24" or smaller) are permitted, provided the Resort Manager approves the placement of the dish. Before placing any rocks or ground cover on your lot Resort Management has to stake out any utilities. **Always check with the office first.** Failure to do so will cause the Resort Management to have the improvement removed from the Resort and the expenses billed to the guest.

**UNITS AND OUTSIDE ADDITIONS AND IMPROVEMENTS:** Owners of a mobile home or park model must furnish the Resort office with proof of ownership and information about your home, e.g., Serial number/ HUD label /SOL/VIN number.

Your unit must be maintained in a manner which is consistent with the high standards of the Resort. If notified by management in writing that your unit needs maintenance, you will have 7-30 days to have the required maintenance completed depending on the maintenance that is required. This maintenance includes exterior paint, landscape, decks/patios free of excess plastic and/or cardboard boxes, etc. and overall appearance.

- All outside improvements, including but not limited to awnings, skirting, sidewalks, driveways, storage units, porches, air conditioning compressors, storage buildings, etc. must be approved in writing by Resort Management prior to any construction and if approved must be made by a licensed, bonded and insured professional (see Contractor section.) All requests must be submitted in writing to Resort Manager for approval. Paint colors must also be approved in writing. Temporary structures are not permitted. Additions must comply with the County Planning and Zoning requirements, be code compliant and those established by the Resort management. A sketch of your proposed addition/change must be completed and approved in writing by Resort management to be considered.
- All improvements must be made by licensed, bonded and insured professionals and must be done while the owner is here. No work will be allowed on your unit if you are out of town unless you provide written authorization to the Property Management with the contractor's name and contact information, the exact nature of the work to be done and receive written approval from the Property Manager. Professional and qualified contractors must have current liability insurance and current license and provide the Resort office with a copy of these documents. Failure to do so will cause the Resort management to have the improvements removed from the resort and the expenses billed to the guest.

- Any compressor which causes loud or offensive noises must have some acceptable sound reducer installed. And improvements which fail to comply with the Resort standards must be brought up to those standards or removed from the Resort.
- **NEW STORAGE SHEDS:** Prior permission must be obtained for storage sheds. Only one storage shed per lot with maximum square footage of 120 square feet. Shed must be single story. No pole structures. All sides of structure must be fully enclosed. Shed cannot be placed against a home. If the shed is a kit, submit manufacturer specs; if custom built provide detailed as built drawing with dimensions, construction materials and contractor specs. All contractors must register at PARADISE RESORT ESTATES office. Foundation materials i.e., gravel, concrete block or concrete slab needs to be specified in request. Color palette including door color, main body color, trim and roofing should be submitted at same time as shed as built and approved in writing by management. A diagram of lot, driveway, home, and prospective shed placement needs to be submitted with approximate measurements for thorough understanding of shed placement with request. The maximum 120 square foot shed standard detailed above cannot be guaranteed for every site as home layout, landscape, utility access etc. determines the approved size of shed.
- **PRE-EXISTING STORAGE SHEDS:** No modifications of existing shed without Prior written permission. Storage sheds must be approved by Resort management prior to installation. All storage units must be anchored/tied down securely. It is the Resort owner's prerogative to have a shed tied down and the cost assessed to the shed's owner if compliance is not completed. Sheds should be no larger than 10 ft. by 12 ft. and no higher than the roof of the unit. Sheds can be left on a seasonal lot if a reservation is made for three (3) months for the following season for a cost of \$20.00 per month. If guests are in the resort less than three (3) months the shed must be left empty and unlocked or a rental fee will be assessed. The Resort is not responsible for the shed or its contents.
- **STORAGE:** Residents should not use patios, decks, porches or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, lawn mowers, ladders, or other equipment, furniture, bicycles, lawn and garden tools, gas cans, wood, metal or other materials. Such items should be stored inside the home or in a shed.

**HOME STANDARDS AND MAINTENANCE:** Residents shall keep and maintain their home and accessory structures clean, sanitary and in good order and repair at all times. PARADISE RESORT ESTATES has the right to restrict height, style, material, and color of any improvements on lot. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors and roofing shall not be allowed to become mildewed or stained. Windows shall not be allowed to be cracked, broken, or fogged due to sealant issues. All damaged portions of the home and accessory structures including but not limited to carports, fences, steps, porches, decks, downspouts and drainage systems and storage units, shall present an attractive and eye pleasing appearance at all times and shall not be permitted to become unsightly. All Residents must submit paint samples to Management prior to painting exterior of home. Management will provide the residents approval of paint color in writing.

- a. In the event of an untidy lot or mobile home exterior, management reserves the right to have the lot maintained and the home cleaned at the expense of the resident, and charge the same as additional rent which will be due at the next rental due date.

**CONTRACTORS:** All contractors or handymen performing services on carports, awnings, patios, wheelchair ramps, sheds, fences, or other fixtures affixed to park grounds must be licensed and bonded. Proof of these certificates must be presented to Management, prior to work commencing.

**CODE ENFORCMENT:** The home, all accessory structures including but not limited to fences, porches/decks, stairs and sheds and utility connections shall be constructed with quality workmanship and at all times in good condition. They shall comply with applicable laws, ordinances, and regulations.

**EXTERIOR DOORS:** Shall have permanent stairs and porches with protective railing and be skirted to match the home.

**PORCHES AND CARPORT STRUCTURES:** All structural connections (porches, carports) to manufactured home must be approved State of Texas Standards for Manufactured Homes. Building permits are required and should be submitted to management for prior written approval regarding new or remodeling projects. No home additions or fully enclosed porch structures. No temporary enclosures affixed to structures. Only approved manufactured housing privacy panels for enclosing one side of carport.

**SKIRTING:** All homes must have skirting installed around the complete perimeter of home. All porches, decks and other attachments to the homes are to be skirted in a similar manner. Prior to installation, residents shall provide specifications of the type of material for Management written approval.

**WHEELCHAIR RAMP:** Shall be constructed of weather treated wood, with handrails and decorative railing supports, have a non-slip surface applied to ramp (skirting should be installed around exposed perimeter.)

**HOME DRAINAGE:** Gutters, downspouts, and proper drainage for all structures on lot is the responsibility of the resident. Detailed drawings with units of measurement to re-locate all drainage on lot must be specified. The installation or modification of any lot drainage requires prior written approval.

**SATELLITE DISHES:** Only one (1) dish per home is allowed. Exterior satellite dish shall be installed on back side of home. Prior to installation, Resident shall provide specifications of location of satellite dish and obtain written approval from Management. No large arial antennae's are allowed to be installed on the roof of the home.

**SEASONAL DÉCOR:** All holiday decorations including lights, figurines and ornamental displays must be removed within 30 days of the observance of the holiday.

**HOT TUBS:** Hot tubs are not permitted in a home or on the lot.

**CLOTHES LINES:** Clothes lines are not permitted.

**RIGHT OF ENTRY:** Management shall have the right to enter any lot within the resort at any reasonable time for maintenance of utilities and to ensure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and rules of the community.

**DRIVEWAYS** are the responsibility of the resident and must be maintained with CEMENT. NO DIRT driveways are allowed.

**EXCEPTIONS AND WAIVERS:** Reasonable exceptions and waivers to these regulations may be allowed at the sole discretion of Park Owner for good cause shown. All requests for exceptions by tenant, and all exceptions granted, shall be in writing.

**WRITTEN LEASE:** Each resident shall sign a written lease before occupying the home lot. Upon expiration of a term of a written lease each tenant shall sign a renewal lease prior to holding over. Refusal or failure to sign a written lease after 30 days or a 20-day notice is served shall constitute a substantial violation of these Rules and Regulations.

**CONTRACTORS:** All contractors and/or workers must report to the Resort office prior to performing any work in the Resort. All contractors and/or workers must be licensed and must have proof of liability insurance or sign a waiver of liability prior to performing any work in the Resort.

**RIGHT OF WAY:** A right of way or set back is defined as the area around and behind each lot and is there for vehicles, maintenance, etc. This area of the lot must be free of any obstruction such as shrubbery, trees, bushes, buildings, sprinklers, and concrete.

**FACILITY USAGE:** All Facilities, including Rec Hall, Pool, Laundry Room and Shuffleboard courts are for the use of our residents and their visitors. *Paradise Resort Estates, its owners, managers, agents and representatives will not be responsible for any accidents, loss or theft while using common facilities. Resort Residents use all common facilities at their OWN RISK.* Only 2 visitors per resident are allowed at the pool and spa at a time unless approved by management. One resident must accompany all visiting children (under the age of 16) in these areas. Children will not be allowed to play billiards under any circumstances without adult supervision. All residents are responsible for the conduct of their visitors, and will be required to pay for any damages caused by them. No skateboarding or roller blading is allowed in the Resort. No alcoholic beverages are allowed at, in or around any common facilities unless prearranged by management. Name tags are to be worn at all times for identification.

## **SALE OF HOMES**

**SEE ADDENDUM A TITLED *PROCEDURE FOR SELLING YOUR HOME***

**MOVE-OUTS:** A thirty (30) day minimum notice is required on all move-in and move-outs. Management must be present.

**SUBLETTING:** All homes in Paradise Resort Estates must be owner-occupied. A copy of the homes title must be submitted to the Paradise Resort Estates office within 60 days of move-in to comply with this section.

**HOME TITLE:** Any changes to homes Legal or Registered owners requires prior written approval.

**REGISTERED OWNERS:** Only authorized residents may reside on park property. Authorized residents must be registered owners of the occupied home and shall be required to show proof of registered ownership on title or SOL once they are approved to live in the Resort. At all times the persons identified as residents on the rental agreement shall remain on title as the sole registered owners of the home. Management reserves the right to demand proof of registered ownership at any time.

**LEGAL OWNERS:** Legal owners of any home on resort property may be lenders or third parties with lawful right to retain a legal interest in the subject home. Legal owners are to be identified at time of making application. It shall be the responsibility of the authorized resident to inform management if the legal owner on the title changes.

Transferring ownership without pre-approval of management is a violation of Paradise Resort Estates Guidelines and grounds for eviction of any persons who obtained non-approval transfer of ownership.

**ASSIGNMENT:** It is a requirement of state law (RCW 59.20.073) and of these rules that a Resident who wishes to sell his/her home and leave it in the community must notify Management in writing of the intended sale at least fifteen (15) days in advance of such sale. The Lessee must also notify the prospective purchaser in writing of his/her responsibilities which includes arranging an interview for a credit/background check and obtaining written approval of the Landlord for rental agreement assignment prior to the execution of the sale. In addition, Lessee must verify in writing to the Landlord that all taxes, rent and reasonable expenses due on the home and lot including personal property taxes, have been paid. Approval of the prospective purchaser(s)

will not be unreasonably withheld. **However, no lease assignment will be allowed for homes on lots not in compliance with community rules or lease.**

**SIGNS:** Any sign advertising a home for sale shall not be larger than 18" x 24" only two signs permitted.

**OPEN HOUSES:** There will be no "Open House" showings on the sale of any mobile home located within Paradise Resort Estates. "Open House" showings create additional traffic in the Park and cause vehicles to park in roadways.

**INSURANCE:** All residents are required to have homeowner's liability insurance on their units and must bring a copy of the proof of insurance to the office to be kept in your file.

**SOLICITING:** No peddling or soliciting will be allowed on the premises. This includes residents soliciting other residents. If you see a solicitor in the park, call the office immediately.

**SMOKING:** All Resort Buildings and recreational common areas are SMOKE FREE. Please use receptacle for cigarette butts.

**QUIET TIME:** QUIET HOURS ARE 10:00 PM TO 7:00 AM.

**RECREATION HALL:** The recreation hall is provided for resort residents and registered overnight visitors use and enjoyment. The kitchen facility and equipment are for organized resort activity use only. Personal use of refrigerators, freezers, stove or sink is not allowed. The Resort reserves the right to close any facility for cleaning or repair. No rents will be refunded in the event that the hall, pool, or other facilities are closed for repair or maintenance. The recreation hall is available from 6:00am to 10:00pm. Scheduled activities are provided from October 31<sup>st</sup> to April 1<sup>st</sup>. Please wear shirt and shoes in all buildings. All bicycles, mopeds and golf carts are to be parked in the designated parking area.

**SHUFFLEBOARD COURTS:** The courts are for the enjoyment of all residents and overnight visitors. All residents and visitors must sign a Waiver (available in the Resort Office) prior to using the shuffle board courts. If there is anyone under 16, they are to only play with the resident supervising at all times. Please treat the sticks kindly and move the disc around using the handle end of the stick.

**BINGO:** Bingo played within the premises of Paradise Resort Estates will be governed by Texas State Statutes and you must wear your name tag.

**HOME MAINTENANCE:** Each home, including windows, must be washed at least once a year. All homes must have siding and skirting clean of any dirt and mold and free from dents and holes. If you are asked to paint your home by management the new color must be approved in writing by management prior to the home being painted.

Driveways must be pressure washed at least annually. No oil spots are allowed on your driveway.

**LOT MAINTENANCE:** Paradise Resort Estates will provide twice monthly lawn service. Lawn service includes cutting the grass and edging. Owners of permanent units are responsible for the trimming, weeding flower bed(s), raking, pruning bushes and other needed yard work during the time of occupancy. No planting of any plants with needles or thorns. As they get bigger, they become very dangerous to people and pets, and can be very poisonous. NO planting of any trees, fruit trees, or large shrubs. Doing so will require you to care for the mowing and trimming of your property lot all year and should you sell, the buyers will also have this same policy. All plants in containers must be on your concrete slab and must be put away before your departure.

**POTTED PLANTS:** Shall not be displayed in the median between driveways and shall not appear cluttered or unkempt. No empty pots may be stored visible from roadway. A 15-day notice to comply will be given, Management will then remove and dispose of all pots not in compliance with the above, at the risk and expense of tenant.

Resort will trim trees in the common areas on an as needed basis. Residents must not cut down any trees or bushes without permission from Management. All residents must notify the Resort Office if someone other than the owner of the unit or the company contracted by the Resort personnel will be maintaining the yard. Proof of liability insurance or a signed liability waiver must be provided before work can commence. No yard or landscaping services may be performed by Resort employees except after working hours and with prior approval of Management. Residents herewith understand that any resort employee working for the resident is not insured by the Resort. Nor does the Resort guarantee any work performed. The resident herewith holds the Resort, its employees, agents and owners harmless from any damage, injury or otherwise when employing any Resort personnel.

If a resident has existing trees and shrubs planted in the ground prior to the effective date of these Guidelines, they must obtain written authorization from onsite management to be allowed to keep these existing plants and trees. Paradise Guidelines over the last 7 years have specifically stated no plants or trees can be planted in the ground but instead should be planted in a planter. In addition, the residents must maintain all plants, shrubs and trees planted in the ground in a well-manicured condition at their own expense. Anyone purchasing the home on that lot in the future will also be responsible for the upkeep of the inground landscaping.

If you are going to be absent from Paradise for more than 2 weeks you must secure all outside items to ensure that they will not become flying missiles in the event of a strong storm. If you leave unsecured items on your rental lot, management reserves the right to dispose of these items at your expense.

**ENFORCEMENT:** If the resident allows the lawn/lot, landscaped beds, trees, plants, bushes to become overgrown or unsightly management will have such lawns/lots professionally maintained at the Guest expense. In addition, if the resident allows unsightly materials or debris to accumulate on their lot or in their carport a 15-day notice to comply will be given. Management will then bring lot into compliance with the above, at the risk and expense of resident. Such expense shall be billed at a minimum of \$100.00 per hour, per incident or Management's cost, whichever is greater. There shall be an additional onetime fee per incident of \$25 for any yards with animal waste that needs picked up prior to completing yard maintenance.

#### **SALE OF UNIT:**

All residents wishing to sell their unit will be bound to the following:

- All sales aspects (title transfers, deeds, property tax changes, utility name changes or any other related paperwork) are strictly the responsibility of the seller and the prospective buyer. The Resort personnel and/or management will not participate in any of the above mentioned unless agreed upon prior to the sale.
- The owner must remember that all prospective new buyers are required to schedule a short interview with the Resort Management (see guidelines in New Resident Section) and should not in any way give the prospective buyer the impression that they may move into the Resort before this interview has been held and their application has been approved. Resort Management reserves the right to allow a unit to be sold in the Resort or remain in the Resort after the transfer of ownership based on age or condition of the unit. This is a 55 and over retirement resort community so please make sure all prospective buyers are aware of this age requirement.
- No outside FOR SALE sign is permitted. A FOR SALE sign in the unit window will be acceptable.
- If you decide to utilize a professional Real Estate Company to sell you unit the following guidelines MUST be followed.

- Your real estate agent has to register with the Resort office before conducting any business at the Resort.
- One professional Real Estate Company sign may be placed in the front window of your unit.
- Resort management will not be responsible or liable for any actions of your Real Estate Agent.
- All showings have to be scheduled during regular business hours.
- You must inform your real estate agent that the Resort reserves the right of first refusal if the unit is sold and is to be removed from the Resort.

**EMERGENCY INFORMATION:** The resort office will keep a list of family members and friends, to contact in case of emergency, if provided by the guest. This list should include names, addresses, phone numbers and email addresses. It will be the resident's responsibility to see that this list is updated as needed.

**RECREATION AREA:** Persons using the recreation area do so at their own risk. The recreation area is for the enjoyment and use of residents of Paradise Resort. Overnight guests who are registered with the Resort Office may use the facilities when in the company of a resident. Residents are responsible for keeping the recreation area clean and tidy. The recreation area is open from 8:00am to 7:00pm each day of the week. Times may vary depending on time of the year and special events. Check with the Office if you have any questions.

**SWIMMING POOL/SPA:** Paradise Resort Estates swimming pool is for Resort registered residents only. **All visitors must be accompanied by a resident of the Resort at all times.** For liability reasons, the pool access gates should remain closed at all times. For safety reasons no residents or visitors under the age of 12 are allowed in the spa. Texas Law requires that everyone take a SHOWER before entering pool or spa. PLEASE do not use lotions or oils as they clog and stain the pool, spa, and filtering systems. **Appropriate swimwear is required at all times.** Infants and toddlers must wear special swim diapers in the pool. Registered residents, family, and visitors are to comply with the rules posted at the pool. Be aware of your physical condition and limit your stay in the hot tub to no longer than 15 minutes. For those residents on medication, it is not advisable to enter the spa without your doctor's consent. No lifeguard is on duty at any time and using the pool is at your own risk. No glass containers are allowed in or around pool.

Management reserves the right to restrict entry to the pool and recreation halls, if any residents or registered visitors has been warned of inappropriate behavior or dress. **NO PETS ALLOWED IN RESORT BUILDINGS OR POOL AREA. No bare feet or swimming suits allowed in the recreation hall. No wet bathing suits are allowed inside resort building and shoes, shirts, or cover-ups must be worn. No one under the age of 18 is allowed in the pool after 9:00 pm.**

**LAUNDRY FACILITIES:** The laundry facility is available 24 hours. However, the quiet time between 10 p.m. and 7 a.m. should be observed. The cost per machine/load is posted. NO dyeing laundry. NO black rubber in washers or dryers. Keep the dryer vents cleaned and clean up when you are finished. No clothes lines are allowed except RVs that come equipped with a back clothes line. Clothes are not allowed to be hung on patios or fences.

**SHOWERS AND RESTROOMS:** The park toilets and showers are for use by residents swimming in the pool and for overnight recreational vehicle owners and visitors only. Mobile home owners must use their own facilities. Please be responsible and clean up after your use of them. If you see any water leaks etc. please report it to the office as soon as possible. Absolutely no smoking is allowed.

**GARBAGE AND TRASH:** Removal of household trash is the responsibility of the resident. Dumpsters are provided for household trash only. Please remember to use the proper recycling bins. Only garbage and tree

trimmings in plastic trash bags are allowed in the dumpsters. Discarded appliances, furniture, bathroom fixtures, lumber, construction materials, i.e. wood, carpet, concrete are NOT allowed in the dumpsters or around in the dumpster area. According Texas Law, Batteries, tires, paint, motor oil, electronics are not allowed to be put in the dumpsters. Please see notices on and at the dumpsters. We can be fined for illegal use of the dumpsters. Also, non-household trash is the responsibility of each resident and may not be stored outside the resident's home or deposited in or near the dumpster area. If not removed after reasonable notification, management reserves the right to remove such items and charge the guest for the work performed. Fluorescent light bulbs can be disposed of at Lowe's.

Please notify office of any non-guest is using our dumpsters.

**UTILITIES:** The Resort has the following utility services: City water and sewer and dumpsters are contracted from Waste Management. All electrical, water, sewer, and gas connections must be kept in a good, safe and leak-proof condition at all times and in compliance with any and all provisions of your local Administrative, Texas Building, Fire, Construction, Health and Safety Civil Codes.

Residents shall be responsible for all clogged sewers above the ground as well as the maintenance of the water, gas, sewer, and electric lines from that utilities pedestal or meter. These utility pedestals and meters need to be accessible at all times for the utility providers. All utilities shall be installed in accordance with County regulations and at the Resident's expense, including the materials. Water is the Resident's responsibility after the main turn-off valve.

Utility Connects and Disconnects: The Resort will not be responsible for, nor will it perform the service of connecting or disconnecting any utility service, including telephone, cable or internet. Likewise, the Resort personnel will not contact any utility company to have service started or terminated. Resort residents are responsible for the utility connection and disconnection. The phone in the Resort Office may not be used for the purpose of calling the utility or phone companies.

Water and Sewage Usage: The Resort is responsible for providing access to available utilities, but will not be responsible for acts of negligence on the part of any resident. Toilets, leaky faucets and unattended running water hoses with water running into and down the street cost money in water charges. Please report any leaks in the common areas to management no matter how small. In case of blockages or breaks caused by residents, the resident may be billed the costs of repairs. **Please conserve water.** THE PARK RESERVES THE RIGHT TO INSPECT ANY UNIT FOR WATER LEAKS.

**PLEASE DISPOSE OF PERSONAL HYGIENE PRODUCTS (TAMPONS, TAMPON CASE, DIAPERS, PADS, ETC.) IN THE TRASH CAN. DO NOT PUT THEM IN THE TOILET.**

**ANY ITEM OTHER THAN TOILET PAPER IN THE TOILET WILL CAUSE A BLOCKAGES AND OTHER MAJOR PROBLEM WITH OUR SEWER LINES.** Residents will be responsible for the cost of sewer backups due to inappropriate disposal of items in the toilets or the sink.

**RESORT CONDUCT:** Residents and guests are to treat all neighbors, visitors and Paradise Resort Estate staff with courtesy and respect. Verbal abuse will not be allowed, including swearing, name-calling, or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated. Loud parties, excessive drinking, offensive language, or other unacceptable behavior by any guest or their visitors are not allowed. Persons under the influence of alcohol or any other substance shall not be permitted in any areas of your resort which is generally open to the Residents and Guests. Please do not use your neighbor's lot as a short cut or a dog run. Trespassing through another resident's lot is prohibited unless permission is granted by the owner of the home. Also, there is to be no eavesdropping while your neighbors are out on their deck or patio.

Loud, vulgar or abusive confrontations with the manager or other residents will not be tolerated and a “Notice to Terminate” your lease will be issued. The manager is NOT to be involved in settling neighbor disputes. It is recommended that residents work out their differences in a friendly way; or call the Sheriff, NOT the manager for police type situations. These policies include unwritten situations in best interest of the Community.

**RESORT BADGES:** Resort Badges must be worn at all times in the Resort buildings and at the pool. If you do not have one or have lost yours, badges speak to the Resort Office. They will advise you where you can purchase a new badge. Visitor badges are obtained at the office when registering your visitors.

**STORAGE:** Before putting your cargo trailers, motorcycle trailers, car dollies, etc. in the designated storage area, the office must be notified so the proper identification is put on. They cannot be left on the street or the site. Each site is allowed one smaller unit for free, more than one, a fee will be charged. RV’s parked in the storage area will be subject to a monthly fee.

**FIRE CODE:** Absolutely no fireworks or open fires anywhere in the Resort at any time. It is recommended that each tenant have a fire extinguisher in tenant’s home. Tenant agrees to abide by all applicable regulations of the state fire prevention commission. Tenant’s lot number shall be plainly displayed on the premises for the guidance of fire company personnel in case of an emergency.

**FIREARMS:** Firearm or other weapons are not allowed in the Resort public areas. This includes pellet guns, BB guns, all firearms, bow and arrows, paint guns and all types of sling shots. No weapons are allowed in the community buildings. All residents and their guests must comply with all federal, state, local and laws and regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

**RENT PAYMENTS:** All rent payments are due on or before the 5<sup>th</sup> of the month. Rent must be paid using our online payment system. No rent payments will be accepted at the Resort Office. Any past due rent will result in a late charge of \$35.00 and an additional \$35.00 per month until paid in full. Returned check will be assessed a returned check fee of \$35.00.

Our Rental Schedule will determine the rental rates, deposits and fees to be paid. All rents are payable in full and in advance. Failure to pay any charge may constitute a lien on the RV, park model or mobile home as prescribed by the laws of the State of Texas.

**MAIL:** Lot numbers must be included on your mail address line. When leaving the Resort for an extended period of time residents must turn in a change of address card to the Post Office or have a neighbor pick up mail and forward it to you. **The office will not be responsible for forwarding your mail.** Mail boxes are closed after you leave during the off season. You must call the office prior to your arrival to open your mailbox if you expect mail to arrive before you do.

All packages delivered by the US Post Office will be stored in the locked box in the mailroom for 10 days. All packages not picked up after 10 days will be returned to sender by the US Post Office.

**NOTICE OF TEMPORARY ABSENCE:** Residents should notify the office when they are leaving for any length of time, where they can be reached and when they plan to be back. This is for your protection and convenience. However, the Resort accepts no responsibility for the guest’s home, improvements or personal items during the guest’s absence.

**GOLF CARTS:** Golf carts fall under the same guidelines as any motor vehicle. **Golf carts must be insured and operated by a licensed driver.** SPEED LIMIT IS 15 MPH. **All golf carts must have working lights for night**

**safety.** Please observe this diligently for the safety of all residents. Please inform all your visitors and outside workers of the speed limit. No one under 16 allowed to drive golf carts.

**SPEED LIMIT:** Please obey all traffic signs. The speed limit in the Resort is 15 MPH. Be especially careful of those walking, riding bicycles, and golf carts. All vehicles (including golf carts & bicycles) that are driven at night need to have lights. Bicycles should have a light on front and reflectors on back. Residents are advised to wear reflective gear when walking at night.

**PARKING RESTRICTIONS:** No parking on roadway(s) at any time for any reason. Vehicles not moved after notice, will be subject to towing at vehicle owner's risk and expense. If you are expecting numerous residents or service vehicles, please use guest parking area. Speed limited to 15 miles per hour within the Resort. Parking is allowed on Resident's driveway and in designated paved areas only. Parking on the grass or gravel in front or behind homes is not permitted.

Golf carts or other vehicles may be driven only on streets and may be parked only on your own parking pad. No driving or parking on grass or other parking pads is permitted. Passage through another tenant's lot without permission is prohibited. **RESIDENT OR RESIDENT'S VEHICLES PARKED ON OR BLOCKING A LOT OTHER THAN THEIR OWN WILL BE TOWED AT THE VEHICLES OWNERS EXPENSE.** (Remember that golf carts, motorcycles, scooters, trailers, etc. fall under these same guidelines.) Additional vehicles must be parked on concrete driveway or designated parking or stored in our storage area. **Any cargo trailers, motorcycle trailers, car dollies, boats, etc., must be stored in our storage area and pay a fee for storage.**

**VEHICLES:** Only operative conventional automobiles are allowed. Motorcycles or minibikes are allowed only for transportation to and from the community. Joy riding through the community is prohibited. A maximum of two (2) vehicles shall be permitted for each household. All vehicles must be registered with Management with current licensing tabs. Vehicles not registered after notice, may be towed at owner's expense.

Motor vehicles of resident and residents shall have properly maintained muffler systems and equipment. Major repairs, major overhauling, or any other significant repairs to vehicles are not permitted in the park. The changing of oil which may involve the risk of leakage of petroleum products is specifically prohibited. Unsightly, inoperable, or unlicensed vehicles, including those on jacks or with deflated tires, are not permitted within the Resort.

Tenant will be charged for the actual cost to repair driveways, roadways or parking areas that have negligently or purposely been caused by their motor vehicle such as oil spillage, transmission fluid spillage or any other damage caused by tenants or residents vehicles. No repairing of automobiles or other vehicles is permitted around the Resort or in the roadways. No storage of unregistered vehicles or vehicles not in working conditions is permitted at any time.

All vehicles must have current registration and tags. NO unsightly vehicles are permitted in the Resort. NO large trucks or work vans are allowed to be parked overnight in the Resort. We reserve the right to tow vehicles that meet any of this criterion at the owner's expense.

**SUB RENTING:** Mobile homes, park models, and RV's may be rented to a third party provided the following provisions are met:

- **Home owners must contact the park office and arrange for potential renters to be scheduled for a guest interview and meet the park requirements prior to moving in.**
- No rental allowed for less than one month.

- The home owner is responsible to the park for lot rental, electric and any other payments. **Not the renter.** If renter leaves Resort with an outstanding balance, it is the homeowner's responsibility to pay balance due within 15 days of receiving statement from Resort Office.
- All park rules, policies and regulations apply to the renter. Homeowner's are responsible for renter's conduct.
- All renter must check in at the Resort office and fill out an application, background check, register their car and sign a copy of the Resort Guidelines before entering the Resort.
- Anyone renting a house or RV in Paradise Resort Estates for longer than 5 months must complete an application and be approved to live in the Resort.

**PETS:** All animals **must** have Management approval and be registered. You must complete a Pet Application and Addendum. Management reserves the right to demand the permanent removal of any unregistered or unacceptable animal(s) from Resort grounds. Domestic pets (Cats and Dogs) owned by residents within the weight and size restrictions are welcome in the Resort but must be on a leash no longer than 6 feet at all times when outdoors. NO EXCEPTIONS. Visitors may not bring their pets. Pets over thirty (30) pounds are not allowed unless approved by management in writing. No more than two pets are allowed in any RV, park model or mobile home on Resort property. This includes service animals. No aggressive breed dogs of any weight are allowed in the Resort. We must have on record all pets (including cats) that their vaccinations are up to date. Resident agrees that if pet is a dog or cat, it must be spayed or neutered and must have all shots and vaccinations. Veterinarian records must be submitted with annual Lease renewal. Pets must be kept leashed and under control at all times, no excessive barking. No pet kennels or exterior dog runs. Cats are considered "indoor" only pets. The only outdoor animals allowed are dogs. Tenant agrees to pick up pet waste daily and never walk their animal on another Tenant's space. Pet waste should be disposed of with garbage, not curbside yard waste. Unsupervised, free roaming animals are considered strays by management and animal control will be contacted. The only exception to not being leashed is when the dogs are in the park fenced dog run. Please read and abide by the dog park rules. No pets are allowed in the rec hall, in the spa and swimming pool area. Wildlife/farm animals or any kind of outside birds are not considered pets and not allowed.

We recommend that all pet owners have additional pet liability insurance added to their homeowner's insurance policy.

**Beware!!** There are snakes and rats in the area. Do not feed birds/wildlife.

**PARADISE RESORT ESTATES MEETING:** Resort Activity meetings are for PARADISE RESORT ESTATES residents and management only.

**COPY AND FAX SERVICE:** Fax service may be provided at the Resort Office. Charges are as follows: Receiving a fax is \$1.00 per page. Sending a fax is \$2.00 per page (this includes all phone charges) within the United States. Foreign Faxes will be assessed an international phone surcharge of \$3.00 per page. Copy service may be provided at the Resort Office. Charges are as follows: Black and white copies are \$0.25 per page for a one-sided copy and \$0.35 per page for two sided copies.

**SECURITY GATE:** The security gate will be closed for maximum security of the residents. Opening the gate will be at the discretion of the management. Regular vendors such as UPS, FEDEX, mail carrier, newspaper delivery will be issued access to entry. If you have a visitor or vendor and the gate is closed – you must go to the gate and let them in or use your space number code (*NOT YOUR PRIVATE SECURITY CODE.*) Check with management if you have any questions about your code.

As you enter or exit the Resort when the gate is closed, please stop until the gate closes behind you. **DO NOT OPEN THE GATE FOR ANYONE YOU DON'T KNOW; TELL THEM THEY ARE TO CALL THE NUMBER OF THE RESIDENT THEY ARE VISITING OR THE OFFICE (THE RESIDENT CODE # IS ON THE CARD BOX POST AT THE GATE ENTRANCE.)**

**PEST CONTROL:** The Resort is not responsible for any pest infestation (unless in Resort's recreational buildings.) This includes termites, insects, bugs, bees or otherwise. If infestation takes place during guest's occupancy. The guest will remove infestation within 7 days. During guest's absence the Resort reserves the right to remove infestation and bill guest for actual charges. This protects guest's unit and neighboring units.

**VEHICLES MAINTENANCE:** No vehicles on blocks are allowed at any time. Cars left in the summer must be parked under carports and not be unsightly. You may wash your unit without a charge upon arrival or once per season to maintain a clean appearance. Additional cleanings of unit will incur a water charge. Please check with Resort Office.

**BUSINESSES:** No public business is to be operated within the property limits of the resort..

**YARD SALES:** The Resort sponsors yard and craft sales in season only. NO other yard sales are allowed without prior approval from the Property Manager!

**KEYS TO UNIT:** If residents would like the Resort Office to keep a copy of the key to their unit please note that the Resort Office will do this as a courtesy. The Resort will not assume any liability for theft, disappearance, fire, loss, injury or damage to any person or property. We also will not be responsible for keeping track of your keys if you remove them from the office or request verbally or in writing that the office loan the keys to someone else. Homeowner must provide a written authorization to the Property Manager prior to the Resort Office loaning anyone keys to their home.

**TELEPHONE:** The park will accept and deliver all urgent and emergency phone calls only.

**NOTICES FROM LANDLORD.** All notices from Landlord shall be sent by first class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. If Tenant provides its e-mail address, Tenant consents to the delivery of all notices, including statutory notices, via e-mail. Tenant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Tenant via email rather than by U.S. Mail. Tenant hereby consents to Landlord phoning, faxing, e-mailing, texting, and using social media to communicate with Tenant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Tenant to provide Landlord with written notice of any change in address (postal or electronic) or their home or mobile phone number.

All mobile homes and park models must have a working shutoff valve installed under the trailer between the park shutoff and the connection to the home. We recommend that all homeowner's turn off their shutoff valve when leaving the Resort for an extended period of time.

**MOVING-OUT OF PERMANENT UNITS:** The resident is responsible for paying a \$500.00 moving deposit before any work can be done on the removal of the unit. In addition, the movers must present proof of current insurance to the Resort Office. Upon move out of unit, if the site is completely cleaned up (including removal anchors, all debris, sheds, etc.) within 5 days of the start of the moving of the home and there was no damage

done to the resort (e.g., breakage of pipes) and payment of all charges & fees, management will return moving deposit. If the guest leaves his lot in an unsightly manner the moving deposit will be forfeited. If a unit is sold and is going to be moved out of the Resort, the selling party must pay the \$500.00 moving deposit before the unit can be physically moved. NO EXCEPTION. the removal of the unit will be scheduled with Resort management so as not to conflict with certain functions happening in the Resort. A move should never be scheduled for a Friday.

### **CHARGES FOR NOTICES**

To partially compensate for the administrative costs involved in serving delinquent rent, rules violations, or any other legal notices, each time such a notice is required; Tenant's will be charged a service fee of \$5.00 or the actual cost of the notice (if outside service is used), whichever is greater. This charge will be in addition to late charges, returned check charges, or any other fees incurred.

**EXCEPTIONS AND WAIVERS:** Reasonable exceptions and waivers to these regulations may be allowed at the sole discretion of Park Owner for good cause shown. All requests for exceptions by tenant, and all exceptions granted, shall be in writing.

**ACTS OF GOD:** Please remember that we are in a windstorm area. We ask that you ensure that **no objects are left outside- such as flowerpots, tables, chairs, etc. when you leave.** Every resident shall be responsible for repairing or removing his/her Mobile Home, RV, or Park Model and any improvements in the event of any natural disaster. The Resort Owner reserves the right to repair or remove any permanent or temporary structure or vehicle that the resident fails to repair or remove within thirty (30) days of such natural disaster, and charge the expense to the resident. The Resort Owner will do everything reasonably possible to have all services restored as quickly as possible, but will not be responsible for any damage done by the failure to restore utilities, or the delay to do so. Each resident shall continue to be responsible for the payment of rent and other charges. The Resort will not be held responsible for damages caused by the Acts of God, such as, but not limited to, hurricanes, windstorms, tornadoes, earthquakes, rain, floods, lightning, flying objects, or falling limbs or trees.

**AMENDMENTS:** Management shall have the right to amend these rules as may be required, provided adequate notice is given. Notice may be provided by (1) personal delivery of a copy of the Rules, as amended, to Lessee; or (2) posting a copy of the Rules in a conspicuous place on the home and mailing or emailing a copy of the Rules, as amended, to Lessee.

Non-compliance with these community guidelines may result in eviction from the Resort. Management reserves the right to refuse any reservation or move-in without cause.

**LIABILITY:** Paradise Resort Estates, its owner, manager, employees or agents do not and will not assume any responsibility or liability for theft, disappearance, fire, loss, injury or damage to any person or property caused by any use of the premises or facilities offered in Paradise Resort Estates. Each resident assumes full responsibility and liability for his/her mobile home, park model or RV unit and his/her property, including the property of visitors. Each resident agrees to indemnify and hold harmless Paradise Resort Estates, its owners, managers, employees or agents from and on account of any personal injury or property damage to any person arising from the use of any portions of Paradise Resort Estates by the guest, their family and visitors or arising from the failure of the guest to keep their unit and property in good working condition. Paradise Resort Estates shall not be liable for any damages or injury caused by any act or omission by the Resident or any member of the Resident's family or Resident's guests or invitees. Resident hereby waives any and all claims against Paradise Resort Estates for such loss, damage or injury. Furthermore, the Paradise Resort Estates does not assume responsibility if creditors or lien holders remove a Resident's mobile home from the Premises.

Every resident or guest, whether permanent or temporary, by the posting of these rules and regulations, acknowledges their agreement and willingness to comply with and be bound by these rules and regulations.

Thank you and enjoy your stay!

Paradise Resort Estates

[www.pharrparadiseresort.com](http://www.pharrparadiseresort.com)

Email: paradiseresortestates@gmail.com

Telephone: (956) 787-1521

# Addendum A to Guidelines

## Paradise Resort Estates – a 55+ community

### Procedures for the Sale of Your Mobile Home

Homeowner(s) have the right to sell their home on their rental site(s). The following guidelines must be followed or approval of the home sale may be delayed.

- 1) At least 15-day notice in writing from Homeowner(s) to Paradise Resort Estates of their intent to sell the manufactured home on a leased lot.
- 2) All outstanding balances must be paid in full.
- 3) Potential buyers are required to submit residency applications and background/credit check authorization forms along with required documentation and the background check fee. Keep in mind that Paradise Resort Estates is a 55+ community and all applicants must be 55 years old and over with the exception of a spouse or significant other who may be age 45 or older.
- 4) The approval process must be completed after the initial agreement is reached but **before** the sale is finalized.
- 5) The Home must be inspected and brought up to community standards as outlined in the Community Guidelines. An inspection of the home and lot shall be performed by the Community Owner/Operator to inform the seller and buyer of what improvements, and/or corrections, must be done prior to the transfer of the home.
- 6) Prior to sale or transfer of any home, the home must have an electrical inspection by a licensed electrician, be in good repair and in compliance with rules and regulations.
- 7) Once all improvements and/or corrections are completed, along with a statement from the licensed electrician stating the home is in compliance with local codes, the approval process can be finalized.
- 8) Occupancy of home **will not be allowed** until all the above procedures are completed.
- 9) A copy of the Texas Title or SOL must be provided to the property manager/park office as proof of new ownership within 45 days of the sale being finalized.

Should seller(s) have a credit balance, the credit balance will transfer to new homeowner(s) once approved and home is in compliance and documentation is received. Prepaid rent is not refunded to seller(s).