

# **Harston Woods Community Guidelines**

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**AIR CONDITIONERS** The installation and operation of central air conditioning units must be approved by the Management prior to installation. Central air conditioners must be set up on a solid cement slab or fiberglass foundation platform designed specifically for this type of installation. Central air conditioning units must be located on the front door side of the home or at the rear, and must be installed according to city or township building requirements. **Window air conditioners are not permitted.** Central air conditioners may require local permits. A licensed electrician must perform all electrical work. Winter air conditioner covers must be neat in appearance.

**ANTENNAS** No television, CB, FM or ham radio antennas are permitted to be installed outside of the home without the specific written authorization of community management. Management will advise if local ordinances also prohibit different types of antennas in the community.

**AWNINGS** All type awnings, such as door, window or carport must be fabricated of aluminum, specifically designed for awning applications and installed in a safe and decorative manner. All awning installations must be approved by management prior to purchasing and installing.

**CHILDREN** Children under eighteen (18) years of age are not allowed to loiter around the community facilities or roam the streets after 10:00 p.m. Parents will be held accountable for their children's actions and any damage caused by them. Children found defacing and/or destroying community property shall be permitted to use these community facilities only when accompanied by an adult resident. Children are not to play in the streets, parking areas, or management and sales office lawns. Children shall not play on other resident homesites without permission from the homeowner.

**CLUBHOUSE REGULATIONS** The clubhouse and its variety of facilities is for the exclusive use of community residents, their families and their guests. It is understood that the guest must be accompanied by the homeowner. The use of such equipment and facilities is at the express risk of the user who will be held responsible for all damages and breakage resulting from misuse and abuse. The regular daily clubhouse hours are posted in your clubhouse and in most cases, the clubhouse will be closed on holidays or special occasions. Community buildings have not been constructed for severe weather or tornado shelters.

- Children are permitted in the clubhouse and facilities when accompanied by an adult resident. **Children must be supervised at all times.**
- Activities of the teens are restricted to areas designated by the Management and does not include running or other horseplay through the building or loitering in the offices or playground area
- Shoes and proper attire must be worn in the building at all times. Only DRY bathing suits are permitted and they **MUST BE COVERED**. Shirts required.
- Homeowner residents may reserve the party room for private entertaining such as parties for birthdays, graduations, anniversaries, retirements, holiday family gatherings, first communions, baptisms, wedding showers, baby showers, homeowner's wedding rehearsals

and only the homeowner's wedding reception. They cannot be reserved for commercial parties such as sales demonstrations for private clubs, associations or political gatherings. In certain instances, resident clubs raising funds for charities may reserve the party room with specific approval of the Management. Regular, consecutive bookings shall be restricted to social groups totally comprised of residents. Residents must complete a reservation form and pay, in advance, a cash deposit of five hundred (\$500.00) dollars to hold their reservation date. The cash deposit will be refunded if the clubhouse is cleaned and left in the same condition that it was received. Homeowner resident will be held responsible for any and all damages to the facilities. Clubhouses must be cleaned and vacated by 10:00p.m..

- Party activities must remain within the area reserved by the homeowner and activities are not allowed in other areas of the clubhouse, outside grounds, fitness center or pool. Violation of this rule will be sufficient grounds for Management to withhold the full cash deposit.
- Harston Woods does not approve of alcoholic beverages at Community facilities.. Alcoholic beverages are NOT allowed in the building at any time. However, alcohol (such as Champagne for a wedding) may be served under certain planned social activities and if required by the city a twenty-four (24) hour liquor license. These exceptions will be approved by the Management. No alcoholic beverages may be served to anyone under the legal drinking age. Any homeowner who reserves the banquet facilities will be held responsible to restrict the serving and consumption of alcoholic beverages at their party.
- No gambling activities are sanctioned except those permitted by law and restricted to non-profit service organizations properly licensed by state or local authorities.
- The use of amplifying systems with live or recorded music must be at a minimal level in consideration of residents living near the clubhouse and must have prior approval by the Management.
- Food and drink is allowed in the party room and game rooms only.
- Management will not be responsible for items left in the clubhouse by residents. Do not leave your personal coats or any other belongings in the clubhouse when you leave.
- Persons caught stealing or maliciously damaging the building or equipment shall be considered to be just cause to initiate legal proceeding for eviction and prosecuted to the fullest extent of the law. Parents will be held responsible for the actions of their children.

**COMMUNITY OFFICE** The community office is open Monday - Friday for your convenience to assist you with your community related issues. The community office hours and telephone number are posted in the office. Each community has a 24 hour, seven-day-a-week emergency telephone number. This emergency number will also be posted in the clubhouse and should only be used when the community office is closed. This number is for emergencies such as: fire, community vandalism, major water, sewer or gas breaks. All residents are advised to contact the community office, or stop by personally, if you have a community related problem such as: disturbances, payments, resale inspection on home, additions and changes to your

homesite or interpretations of the community rules and regulations. Make all changes related to your residency registration status at the community office. All delinquent rents after the five (5) day grace period must be paid at the community office. Please do not go to the community management or sales personnel private homes for community related business other than for emergency, i.e., fire, major underground water, sewer or gas breaks or vandalism of community owned property.

**COMPANY NAME** - The company name, Harston Woods, and/or its symbol shall not be reproduced for any purpose whatsoever without the expressed, written consent of management.

**CONSTRUCTION AND ACCESSORIES** Construction of any kind, whether on a resident's lot or to their home, must first be approved by community management, in writing, to assure accordance with local, state and community requirements. When you choose your contractors, they must come to the office for instructions prior to any work being done on the outside of your home. Local government agencies may require a building permit before starting the work. The homeowner will be held responsible to comply with this requirement.

**DELINQUENT PAYMENTS** Monthly fees paid after the five (5) day grace period can ONLY be paid at the COMMUNITY OFFICE. Payment must be made by cashiers check or money order, NO CASH. Residents not paying their delinquent monthly fees at the community office five (5) days after the due date shall be sent a legal notice by the management office for non-payment. A Notice of Delinquency guideline will accompany the legal notice. This guideline specifically instructs you on what procedure you must follow. Delinquent payments not paid in full at the community office by the last day indicated on the Notice of Delinquency shall cause legal action to be instituted by the Management. In the event management determines any resident to be delinquent or in default of the monthly fee agreement and in violation of the rules and regulations and deems it advisable to commence proceedings against such resident in the court of proper jurisdiction, then any such resident may be subject to pay as non-refundable fees and/or charges all expenses and costs reasonably related to these proceeding including, but not limited to, the following:

- Preparation and filing of Summons and Complaint.
- Any court appearance by community of its attorney.
- Drafting and filing Discontinuance.
- Drafting and filing Writ of Restitution and any fee or charge required by the constable or like officer for causing the service and enforcement of a Writ to recover possession of the premises.

Management may at its discretion report all late payments and court action to any credit reporting agency.

Additional fees are charged for water and sewer fees including flat fees, administration fees and usage fees, storage space reserved in a community storage area; more than three (3) vehicles; or more than two (2) pets (see requirement on pets). Management is compelled to collect any state or local taxes and remit the amount collected to the proper taxing authorities.

**ELECTRIC AND TELEPHONE** These utilities are provided to each homesite. The responsibility for providing service to each homeowner is the sole responsibility of each utility company. The resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Outside LPG gas bottles and fuel tanks are not allowed.

**FIREPLACES** Wood burning fireplaces must be installed by a qualified, licensed person. The fireplace must be in compliance with any state, local or community regulations. Proper local permits must be acquired by the homeowner. Chimney stacks must be installed through the home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the community. Chimney stacks cannot be constructed through the side wall of the home. Residents with fireplaces must store their firewood in a neat and orderly manner to deter fire, rodents or an unsightly appearance. A maximum of one-half (1/2) face cord of wood can be stored on site. The Management will advise you should there become a problem with your firewood storage methods. A resident not complying with the community management's recommendations must remove all firewood off site.

**HOME ADDRESS** Homeowners are required to display community provided address plaque numbers. Plaque must be located on end wall as specified by management. House numbers must be visible and legible at all times.

**HOME REQUIREMENTS** All homes shall be new unless otherwise approved by management. Minimum floor size of 26' x 44' (except for limited irregular lots as approved by management). See addendum A. for specific home requirements.

**HOMESITE** There will be absolutely no outside storage of any kind permitted on the homesite except covered garbage containers. All tools, lawn mowers, toys and miscellaneous items must be kept in the utility shed. Residents shall keep their homesite neat and free of litter. Winter protective devices used to prevent heat loss such as plastic over windows and doors cannot be installed on the exterior of the home. **Each resident shall be responsible for mowing, trimming, watering, fertilizing, weed control and general maintenance of his/her homesite and shrubs.** Neglected homesites, which includes cutting of grass, collection of litter, removal of dead trees or shrubs or weed control, will be maintained by community maintenance at a charge of fifty dollars (\$50.00) dollars for each time the homesite is maintained by management because of resident's failure to do so. Storage under the home or on the site of boxes, bottles, cans, trash, garbage, equipment or objects which constitute a fire or health hazard or unsightly appearance is not permitted. Tents or screen-type gazebos are prohibited on site. Any changes in home size, space arrangement, home additions or attachments to exterior of the home **MUST** first be approved by community management. A Consent of Management form will be filled out and issued to you or your service company if change or addition is approved. Homeowners and service companies are required to apply for a permit from the local municipality building department. Installation of any type of vegetable gardens or landscape items requires the specific approval of the Community Manager to insure non-interference with underground installations, local and state codes or the aesthetics of the community. Exterior of your home must be washed every year and waxed every two years.

**LANDSCAPING** All landscaping improvements shall at once become a part of the real property of the community and belong to management and shall remain upon and be surrendered with his/her site, provided that at management's option, resident, at his/her expense when surrendering the site, shall remove all such landscaping planted by resident and resident shall be responsible for repair of any damage to the real property caused by the removal. If homesite is not repaired to management's satisfaction, the resident may lose part or all of his/her security deposit.

**MONTHLY FEE STRUCTURE** Your monthly fee is determined by location, facilities and additional codes. The monthly fee is due and payable at the community office. The rental amount is based on occupancy of not more than two (2) occupants. A service charge penalty of Fifty (\$50.00) dollars will be charged for any payment postmarked five (5) days after the due date. Any payment postmarked after the grace period which does not include the service charge, WILL NOT be accepted by our rental office. All changes affecting your rent structure such as occupants in home, pets, storage or extra vehicles can only be changed through the community office. A Sixty (60) days notice shall be given before vacating community unless waived by management. Homeowners will be charged thirty (\$30.00) dollars for each personal check they write when it is returned by the bank due to non-sufficient funds or the account being closed.

**MOTORCYCLES** Licensed motorcycles may only be ridden to and from the resident's home. Motorcycles must have quiet mufflers. Non-residents and guests are not allowed to enter the community on motorcycles. Homeowners will be held responsible. Motorcycles cannot be parked or stored on landscaping. Do not start your motorcycle between the homes. Operation of mini-bikes, mopeds, go carts, dirt bikes or three or four wheel all terrain vehicles are prohibited in the community.

**NOISE CONTROL** It is the purpose and intent of Harston Woods to guarantee freedom from disturbing noises of any kind AT ALL TIMES. Loud talking and the excessive and abnormal use of television, radio and particularly stereos (**including vehicle stereos**), will cease between the hours of 10:00 p.m. and 8:00 a.m. The use of any type or class of fireworks is prohibited in the community and the immediate perimeter of the community.

**PARKING** Parking is provided for two cars on each homesite and may include garage. **NO PARKING IS PERMITTED ON SIDEWALKS, STREETS OR LAWNS.** Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way. No illegal on street parking is permitted. Vehicles illegally parked in streets or vehicles parked in community parking areas and left unattended for an extended period of time will be towed out of the community at the owner's expense. Paving for additional parking may be installed, at the resident's sole expense, provided additional parking area is not in violation of local and state regulations and community management approval is obtained. Residents may have three (3) vehicles. Vehicle parking is prohibited within 10 feet of any fire hydrant located in the community.

**PET POLICY** It is our intent that any responsible resident who would like to enjoy a pet may have that opportunity. However, certain guidelines must be followed to ensure a quality

lifestyle for all residents. Failure to abide by the Community Pet Policy will result in action requiring removal of the pet.

- 1) Resident must obtain management written approval of pets on an individual basis. Residents may have, with Management's prior written approval, two (2) registered "domesticated" pets per household. Domesticated pets include cats and dogs, which are typically kept as household pets. Domesticated pets do not include exotic animals, rodents, reptiles, snakes, monkeys and/or farm animals. Management reserves the right to reject pets which may be dangerous to others within the community. Management will not permit residents to bring into the community any breed of dog, which is determined to be an aggressive breed, including, but not limited to Rottweilers, Dobermans, German Shepherds, Pitbulls, and Chows. Animals which are not approved of in writing by management may not be kept within the confines of this manufactured home community. Resident must provide Management with a photograph of the pet.
- 2) If a pet is required for disability assistance that does not meet the community requirements, then certification and documentation from an approved medical provider must be provided to the management on the disability of the applicant and the capability of the pet.
- 3) There will be an additional monthly fee of ten (\$10) dollars per month, per pet. The pet fee is deemed additional rent and must be paid as part of your monthly rent obligation.
- 4) Pets may not be tethered outside at any time. Fenced-in enclosures, electric fences, dog runs and doghouses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed. Any pet found running loose or tied up outside a resident's home may be caught and turned over to the local animal shelter. Residents will be responsible for all costs and charges assessed by the shelter or charges to management.
- 5) Pets are not allowed in any commons area or in areas where people congregate.
- 6) Residents are solely and totally responsible for the behavior of their pets. Noisy, unruly, or dangerous (in the sole discretion of the management) pets will not be allowed to remain in the community, **even if the pet was previously approved by management.** Management will require that noisy or unruly pets be permanently removed from the community following the issuance of a second notice of violation of the Pet Rules. Any pet which bites, attacks, or threatens a person or other pet in the community must be removed immediately upon the first notice from management.
- 7) Residents are required to clean up all animal feces at the homesite on a daily basis, and while walking their pet. Any damage to landscaping caused by a pet must be repaired immediately.

- 8) Residents will present valid written proof to the community office that their pet has been properly inoculated and licensed in accordance with state, county or local laws and ordinances upon request.
- 9) All pets must wear an identification collar, including owner's name, address, phone and current rabies tag.

Resident agrees that he/she will bear full responsibility for the occurrence of any harm, injury, including death, incurred by any person or for any damage to the property of the community or any other person, as a result of the behavior or conduct of the pet. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by residents or their guests, except for management's failure to perform a duty or negligent performance of a duty imposed by law.

**PUBLIC CONVENIENCES** The public conveniences in this community are maintained as a service to the resident and should be respected and cared for in the same manner as the home. Your cooperation in keeping rest rooms, laundry rooms or any other utility buildings clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should be reported to management immediately. Please leave all equipment, machines or fixtures clean after using. No dyeing of clothes is permitted in washing machines at any time. No laundry shall be hung outside the home; and clotheslines are prohibited.

**RECREATIONAL EQUIPMENT** Boats, trailers, motor homes, unmounted truck campers and snowmobiles may not be kept on site or in community parking areas. Please check with management for approval for loading and unloading. In communities that have special storage areas, the residents may store their recreational equipment in the storage area at a slight additional fee per month (if space is available). If there is no community storage area or should space not be available, these items must be kept outside the community. Vans and van sized mini motor homes may be allowed when used as a second vehicle and approved by management. Management, or its sole owners, assumes no responsibility for fire, theft, vandalism or damage of any nature to items stored in the storage area. All residents using this area will be held responsible to carry insurance on their own equipment.

**RECREATIONAL FACILITIES** Recreational facilities such as social halls, card rooms, swimming pools and patios or any other buildings or rooms for recreational purposes are for the exclusive use of member residents and their guests, although guests must be accompanied by the homeowner resident at all times. Posted regulations for the proper use of all facilities will be observed. Equipment and facilities used by residents and their guests will be at their own risk. Users will also be held responsible for damages and breakage. Individual swings, slide sets, play houses, basketball hoops or tents, will not be installed on resident's homesite. Small wading pools, six (6) feet diameter by twelve (12) inches deep, maximum may be placed at homesite, if located on patio to protect grass areas, provided summer water ban restrictions are not in effect. For the sake of liability, pools must be emptied when not in use and stored inside utility building nightly. Small sandboxes, four (4) feet by four (4) feet, maximum may also be placed on homesite and must also be located on the patio area to protect grass areas.

**REFUSE AND GARBAGE COLLECTION** Garbage pick-up will be furnished to each homesite by the City of Fort Worth. Your community management personnel will notify you of your designated pick-up day (Thursday). Disposable diapers, wipes, tampons and sanitary napkins must be placed in refuse containers, not toilets. Newspapers or magazines, not already in containers, must be tied with twine. Refuse is picked up every week on designated days. At all other times, garbage bags cannot be left out in the environment. All compost, grass clippings and leaves cannot go in with the regular trash pick up. Please check with management for compost removal details and fees. Garbage containers shall be kept in the shed or an inconspicuous place. Residents are required to keep their homesites free of health or fire hazards. Residents shall not use the community dumpster for garbage and trash or place garbage and trash on the ground by the dumpster. Three (3) violations in regard to refuse shall be considered just cause for Management to initiate legal proceedings for eviction.

**REGISTRATION** Resident homeowners are responsible to register all occupants residing in their home, vehicles and their current license numbers and pets, should they have any, at the community office. **THIS REGISTRATION MUST BE KEPT CURRENT.**

**REPAIRS RESPONSIBILITY** Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level excluding resident's sprinkler systems. Utility companies, such as telephone, gas and electric are responsible for their individual underground facilities leading to your home. Television lead-in drop cables to the back of the home will be serviced by management or their designated service company in communities where system is fully-owned by management. Management will be responsible for below ground improvements, excluding sprinkler systems and the resident shall be responsible for any damage and repairs above ground. Should the resident damage any below ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by management personnel or its contractors and charged to the resident. Should the blockage of a sewer line be the result of items discarded by the resident into the sewer, the cost of repair shall become that residents' responsibility.

**RESALE OF HOMES** Manufactured homesites are non transferable. Manufactured homes may not be rented or sublet without written authorization from management in communities where applicable. Residents may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought in conformance or be removed from the community. Residents selling their home on site must have their home inspected by community management prior to selling. A nominal fee of thirty (\$30.00) dollars is charged for this inspection. No home will be allowed to remain on site and the homesite will not be transferred to your buyer without a Resale Authorization approval of management. Prior to finalizing the sale of your home, after receiving a Resale Authorization approval, your purchaser must apply for the homesite and be accepted by management, pay all applicable fees, deposits and provide proof of ownership. Qualification for acceptance into the community will be based upon acceptance of community rules and regulations, credit, income and personal attitude and character of purchaser/s and others who will reside in the home. Resale inspection requirements are called out in **Exhibit B** which is attached to and becomes part of this book. Resident homeowner or person selling the home is responsible to conform to all resale inspection requirements. Only one "FOR SALE" sign will be permitted on the inside of the front or side window and shall NOT exceed eighteen (18) inches by twenty

four (24) inches. No signs of any kind shall be erected on the homesite or the exterior of the home. Any sign not in conformance with this section will be removed by management without notice.

### **RIGHT OF ENTRY**

- Management, or its designated service companies, reserves the right of entry upon the land upon which a manufactured home is situated for maintenance of the utilities and protection of the community, as well as random home and lot inspection and to complete a resale inspection.
- Management may enter a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

**SATELLITE DISH POLICY** Harston Woods has adopted the following policy regarding satellite dishes. Satellite dishes are accepted in the community at individual home sites under the following conditions:

- Resident must forward a written request to management stating their desire to place a dish at their homesite. This request must state location and size of dish. Resident will receive approval of placement within three (3) working days from receiving the request.
- Satellite dishes maximum size is twenty inches (20”), maximum one per homesite.
- **All dishes must be located at the rear of the lot away from the street or streets,** and below the roof line. Dishes cannot be visible from the street.
- No installation is allowed on the ground.
- If the dish cannot operate under the above conditions, they will not be permitted.

If you have any questions, please contact the community management office.

**SECURITY DEPOSIT** A security deposit is required of residents prior to their home being placed on site or ownership transfer. The security deposit will be returned when resident leaves, gives proper notification, all rents are paid current and the homesite is vacated in good and undamaged condition in accordance with management requirements and any existing state or local public acts, laws or ordinances. You must notify the community office of a forwarding address within four (4) days of terminating your residency. Security deposits are non-transferable.

**SET UP** The set-up of manufactured homes must conform to Harston Woods set-up regulations procedure (**Exhibit A**). Set-up must be by a reputable dealer or service company to insure a high quality of workmanship. The set-up company must be licensed and insured. Set-up will be inspected by community management. Wheels and tires must be removed; however, axles, hubs and springs must be left on the home at all times. The home shall be lowered to a suitable level prescribed by management, local or state codes and tied down with a device that meets local and state requirements. Set-up includes a frost-free garden hose outlet on the patio side of the home. Hitches and tongues must be removed prior to occupancy and stored under the home. Clothes dryers shall be vented out through the outside of the home or skirting.

**SIDEWALKS, PATIOS, PARKING SPACES** Sidewalks, patios and parking spaces which are allocated for the homesite shall be swept and kept clean of dirt, debris, weeds, snow and ice by the resident homeowner. All shoveled snow must be thrown on your lot and not in the street.

**SKIRTING** Homes must be skirted with Stucco Hardboard foundation package. Skirting must be placed around entire perimeter of home, properly ventilated in accordance with Manufactured Housing Commission Rules and installed within thirty (30) days of occupancy. Major plumbing corrections, i.e., water meter, sprinkler system, sewer main, must be accessible. Access doors must be installed at these points as well as one large enough for access by service people. Any alternative foundation material must be approved by management in writing. Such material must be specifically designed for skirting applications. No flammable materials shall be allowed for skirting or bracing. Skirting shall be kept in good repair and appearance at all times.

**SOLICITING** No soliciting or peddling by private or commercial enterprises is allowed without the written approval of management.

**STEPS, PORCHES, DECKS** Steps, porches and decks must have management approval.  
All entries must have access in accord with Ft. Worth Fire Marshall regulation.

- **Steps** Steps made of treated wood with appropriate railing and enclosures are to be installed by contractors approved by management. Homeowner to pay the cost of steps and installation. **NO FIBERGLASS STEPS ARE ALLOWED.** If steps are stained, stain must match or compliment exterior (see management for details). Handicap ramps added on the homesite will be permitted for physically impaired residents. Homeowner must submit construction plans to community management for approval. Should the handicapped person move out of the home, the handicap ramps must be removed.
- **Porches** All porches shall be skirted and conform to skirting requirements on manufactured home. Porches must have metal or wood handrails on all exposed sides if not enclosed. Minimum porch size is four (4) feet by five (5) feet.
- **Decks** All decks must be made of treated wood or vinyl. Wood decks must be stained (no painting of decks allowed). If stained, stain must match or compliment exterior (see management for details). Steps and hand railing must be of a material consistent with the deck's construction, with a rail on at least one side of the steps. The resident must submit to management complete drawings and specifications of any deck or porch to be erected on a homesite for approval by the Management prior to confirming construction by a licensed contractor or purchasing material and erecting. Any deviation from these specifications will cause an order for removal by Management. Minimum deck size is six (6) feet by eight (8) feet. No handrails or enclosing panels may be higher than 48" above surface of the deck. Metal handrails are optional. Decks to be skirted with brick/stone application to match home.

Homeowners or licensed contractors must apply at the community office for a Consent of Management approval prior to constructing or fabricating any type of exterior changes or additions on the homesite.

## **SWIMMING POOL GUIDELINES**

- For the safety and welfare of children, children under eighteen (18) years of age must be accompanied by an adult. If the person is not the child's parent, they must have a letter signed by the parent giving them the responsibility.
- For sanitary health reasons and safety, all children under three (3) years of age must wear approved swim wear (Little Swimmers) at all times when they are either in the pool or within six (6) feet of the pool edge at any time. Management and pool monitors reserve the right to check the type of swim wear being worn.
- Residents may not bring more than two (2) guests to the pool at any one time unless approved by pool attendant on duty.
- All residents and guests must sign in before entering pool.

### **Proper Attire**

- Only regular bathing attire will be permitted in the water. No shorts, cut-off pants or shirts will be permitted.
- All footwear must be removed before entering the pool area.
- Bathing caps must be worn by all long haired swimmers, both male and female, subject to any state or local regulations, or type of filtering system on pool.
- Changing from clothing to swimwear must be done in your own home.
- Anyone entering the clubhouse must wear shoes and a covering over his/her DRY swimsuit.
- Beach robe or covering must be worn to and from pool area.

### **Food and Beverages**

- No food or alcoholic beverages are allowed in the pool area.
- No glass containers are allowed in the pool area.

### **Special Restrictions**

- A soap shower must be taken before entering the pool.
- Foot spray must be used before entering the pool.
- Admission to the pool may be denied to those obviously suffering from heavy colds, coughs, inflamed eyes or ears. Swimmers must be free of any skin condition, bandages or open sores.
- Swimmers may not shampoo or use soap in the pool.

### **Miscellaneous**

- Pool attendants or lifeguards, where required, reserve the right to limit the number of residents or guests in the pool.
- Upon notice from attendant, all persons must leave the pool and remain out until the signal is given to re-enter the pool.
- No pets allowed in the pool area.
- No running, pushing, wrestling, ball playing, rough play, shouting, cursing, dunking or any other improper behavior will be permitted.
- The pool will be closed during storms of any nature or when the temperature drops below seventy (70) degrees Fahrenheit.
- The pool cannot be used when closed due to bad weather or after regularly scheduled pool hours.
- Pool attendant has the right to regulate the pool usage hours for minors and adults. We ask that all residents abide by their directions.

**VIOLATION OF THE AFOREMENTIONED POOL RULES WILL BE SUFFICIENT CAUSE FOR SUSPENSION OF POOL PRIVILEGES FOR ONE (1) TO SEVEN (7) DAYS, DEPENDING ON THE SEVERITY OF THE VIOLATION. CONTINUED VIOLATIONS WILL BE JUST CAUSE FOR CANCELLATION OF PRIVILEGES OR MORE STRINGENT ACTION TO BE TAKE BY MANAGEMENT.**

**TELEVISION** Central television systems and programming may differ in each community. The Management will advise you of the television service available and costs, if any. Residents are not allowed to tamper with any part of the community television or satellite system. Any resident or homeowner who taps the paid satellite channels without the cable company's or management's approval shall be considered just cause for management to initiate legal proceedings for eviction. The cable company can terminate ALL programming if you have violated this requirement. Small satellite dishes are permitted only with management approval.

**TRAFFIC AND VEHICLE REGULATIONS** All traffic regulations will be observed and obeyed throughout the community. A 15 miles per hour speed limit is enforced in all communities. **Stereo systems in cars may not be audible from outside the vehicle.** Violators will be issued violations and three (3) traffic violations shall be considered just cause for management to initiate legal proceedings for eviction. Visitors' cars shall be parked at the homeowner's driveway or at the clubhouse/office if parking is provided. **NO ILLEGAL, ON STREET PARKING IS PERMITTED.** Residents are responsible for their guests' actions.

**UTILITY SHEDS** Vinyl storage sheds must be installed within sixty (60) days of occupancy. Only one utility shed will be allowed on each home site. The maximum utility shed size in each community is controlled by either Harston Woods community regulations or local ordinances or codes. Generally, Harston Woods regulations permit a minimum size shed of ten (10) feet by

eight (8) feet and a maximum size shed of ten (10) feet by fifteen (15) feet, and shall be no higher than nine (9) feet unless incorporated within a carport, if it complies with local codes. Contact your Management prior to purchasing or installing any size shed. All utility sheds shall be manufactured, carport style unless in case of corner lots where a separate pad is poured for the shed. All sheds must be securely anchored to the foundation. Over the top, wire tie-downs are not allowed. Sheds must be kept in good repair and in a neat and orderly condition at all times. Complete drawings showing size, height of roof, door location, overhang, elevations, etc., must be submitted to the Management for prior approval. All sheds shall be placed no closer than three (3) feet from the resident's home. Contact your Management prior to purchasing or installing any size shed. Additional foundation work required to enlarge the shed foundation is the direct responsibility of the resident but must have management approval for size, location and construction materials. All sheds must comply with state and local approved ordinances. Vinyl lap siding to match the home is permitted with 1/2" plywood sheeting behind the vinyl lap siding. All structure framing shall be a minimum two (2) by four (4) construction. Wood doors must have a frame, not just plywood, to prevent the doors from warping. All doors shall be hinged. All doors to utility buildings and garages must be kept closed while not in use. Roof shingles shall be installed and shall match shingles on the home unless incorporated as carport, then the use of sturdy pan roofing is acceptable. The color of all sheds and trim shall match the color of the home.

**VEHICLE REPAIRING** Minor repairing on site, such as changing spark plugs, points, fan belts, tires and batteries will be allowed. **Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines and body refinishing are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles.**

**VEHICLE WASHING** Resident owned vehicle washing will be allowed if minimal, biodegradable soap and water is used. Strictly no vehicle washing will be allowed if water bans are in effect. Water is a significant expense item. Exercise caution to prevent water wastage. Communities on well systems will have more stringent requirements.

**VEHICLES** Residents will display a community sticker in the lower part of the rear window of the driver's side of each vehicle for security purposes. Vehicles kept on homesites or in community parking areas must have current license plates or tabs and be self-operable or be removed from the community. The exterior condition or appearance of all resident vehicles must look presentable. Resident vehicles leaking oil or gas on the drive or street shall have the vehicle repaired as well as the area cleaned. Homeowner will be held responsible for clean-up and/or replacement of damaged asphalt or cement. Trucks such as one ton or over, dual wheel, stake, tow, service vans or pick-ups and standard vans with unsightly service equipment are not permitted to be parked on site or in community parking areas. Trucks of this description are only allowed in the community for servicing the community or residents.

**IMPORTANT NOTICE** Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., **ARE NOT AVAILABLE IN THIS COMMUNITY.** During severe weather, residents and all other non-residents in the community are responsible for taking their own safety precautions.

**EQUAL APPLICATION FOR GUIDELINES** The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of Harston Woods and will be maintained by its community management personnel. Harston Woods insists their employees maintain a courteous and respectful attitude towards the residents. Profanity, physical threats or actual harm will not be tolerated. Harston Woods management expects the same courtesy from their residents. Unacceptable behavior on the resident's part will be considered just cause for termination of residency. If, on occasion, proper administration of these guidelines has not been maintained, Harston Woods management invites you to bring these matters to our attention.

**ADDENDUMS** Some of the Hometown communities may vary in the type of facilities and/or rule requirements, such as laundromats, swimming pools, lakes, beaches, clubhouses, playgrounds, water systems, vehicle parking areas, shed foundations, off-side steps, landscape and sprinkler systems, local government ordinances, etc., therefore, Harston Woods community management will attach an addendum to your copy of the rules and regulation book if the facility or rule differs in the community you reside in. The addendum shall become part of the rule book.

**EXHIBIT A - MANUFACTURED HOME SET-UP GUIDELINE  
INFORMATION FOR HOMEOWNER - MARCH 1989**

- Manufactured home must be blocked and leveled (on piers, pad or runners), maximum of eighteen (18) inches high on blocking at lowest end of home. Occasionally, homes may have to be re-leveled.
- Minimum six (6) inches by six (6) inches by ten (10) feet hardwood beams must be used for blocking and setting up homes on piers which have non standard width frames. Beams must span frame and piers evenly.
- Blocking shims shall not exceed two and one-half (2 1/2) inches in thickness.
- Hitch(es) must be removed and stored under home.
- Axles and springs must remain on home. Occasionally, one axle may have to be dropped due to set-up blocks. The axle must remain under home.
- Three quarter (3/4) inch gas line from meter with shut off valve at meter is. Gas line must be buried below ground from meter to home.
- Independent shutoff is required on each gas facility.
- Electric power supply over fifty (50) or sixty (60) amp must be installed in rigid conduit and buried underground if distance from meter to home.
- Three quarter (3/4) inch shutoff valve installed at top of water supply is required.
- All homes must have a water faucet for their garden hose on the patio side of their home.
- Heat tapes must be UL approved and protect the full length of the water supply line including sprinkler T and shut off. Heat tape should not be wrapped closer than two (2) inches from bellyboard of home. Heat tape and water line must be wrapped with fireproof insulation.
- All sewer pipes to be Schedule 40 PVC and must have minimum one quarter (1/4) inch drop per foot. Support plumber straps are required on all sewer lines. One (1) must be at all outlets of home and at five (5) foot intervals thereafter. Fernco rubber flare or bell seal is installed on sewer pipe to prohibit leakage and sewer gas. Never install a heat tape on a sewer line.
- Homeowners are responsible for having a functional smoke detector which is approved by a nationally recognized, independent testing laboratory and a fire extinguisher, minimum rated 2A-10BC.
- Water line to home must be minimum five eighths (5/8) inch outside diameter, copper pipe.
- All newly set up homes are inspected for water leakage. Leaks could occur at any time after you move in. It is very critical that leaking water lines or dripping faucets are immediately repaired.
- State/municipal approved tie downs must be installed - eight (8) for single wide homes, ten (10) for tag units and twelve (12) for double wide homes.
- Address numbers must be installed on the front of the home, minimum three (3) inches high, block type address plaque is not available from management office.
- General Information - Homeowners should know how and where to shut off the water in case of emergency.

**EXHIBIT B - HOMEOWNER'S RESALE INSPECTION  
INFORMATION - MARCH 1989**

Harston Woods does not warrant that the manufactured home inspected is in conformity with applicable building codes; that the manufactured home is free from defects or that the mechanical, plumbing or electrical systems, including appliances, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller acknowledges that the Resale Inspection conducted at Resident/Seller's request is for and determination of whether the manufactured home is eligible to remain in the community in accordance with applicable manufactured home rules, if sold. Resident/Seller agrees that such Inspection is not for the benefit of any prospective purchaser and that Resident/Seller shall not hold such Resale Inspection report out to a prospective purchaser as a representation of the condition of the manufactured home proposed to be sold or its fitness for sale.

Smoke detector(s) and fire extinguisher (minimum rating 1A-10-BC) must be present in accordance with Texas State Law

All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted on the homeowner's Resale Inspection report for replacement, repair or removal.

Inspected items: exterior of home; adjacent structures; address; doors; windows; siding; skirting; running lights removed and holes caulked; paint; screws; dryer vented outside; wash and wax home; steps; handrail; porches; decks; railings; awnings; carports; skirting; shed type, size, ten (10) foot clearance, paint, doors; foundation; heat tape or heat rod; exterior water and sewer lines; water shutoff valve top of water service supply; garden hose crossover line to patio side with self draining shutoff; axles and springs under home; hitch under home; tie downs; no combustible material under home; lawn; parking area cleanliness; sidewalk; patio; site light (if present); general cleanliness and maintenance of site including lawn, landscape and lawn sprinkler irrigation system; plantings; electrical line off ground; antennas.

Homeowner must have signed sixty (60) day Resale Authorization from management and buyer must be approved prior to finalizing sale of home.

Resale Inspection charge of thirty (\$30.00) dollars is valid for one (1) year.

If the home is not sold within sixty (60) days after receiving the Resale Authorization, management must re-inspect home for any discrepancies with the homeowner or sales company has a new buyer.

## GUIDE FOR BETTER COMMUNITY LIVING AGREEMENT

I/We hereby acknowledge receipt of the *Guide for Better Community Living* Rules and Regulations booklet including any addendum and agree:

- To indemnify and hold harmless management or community owner(s) of all liability claims which are not attributable to management's neglect for damage, fire, theft, injury, accidents or death of or to any resident(s) living in their home or their guest(s) while on the homeowner's homesite or using community grounds, streets, sidewalks, parking areas, equipment, clubhouse or other community-owned facilities. Injuries or accidents which occur on Harston Woods common grounds or their facilities shall be immediately reported to management and followed up, in writing, within seven (7) days of occurrence.
- To the terms and conditions set forth in the rules and regulations booklet, or as may be amended by management from time to time.
- It is further understood and agreed that any infractions on my/our part of these rules and regulations or any interference with the rights of management or other residents for which I/We have received written reminder or violation notices from management, shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy may be terminated by thirty (30) days notice, or less if a health hazard, if so provided by law. All statutory provisions to the contrary are hereby waived.
- I/We also understand that if the monthly fee is not received in the administrative office within five (5) days of the posted due date, a penalty fee of fifty (\$50) dollars will be charged. All checks received after the five (5) day grace period must include the service charge of fifty (\$50) dollars or the check will be returned. Resident will be charged thirty (\$30) dollars for each personal check they write which is returned by the bank due to non-sufficient funds in the account.

BY \_\_\_\_\_  
MANAGEMENT

BY \_\_\_\_\_  
RESIDENT

BY \_\_\_\_\_  
RESIDENT

DATE \_\_\_\_\_ ADDRESS \_\_\_\_\_

I/we acknowledge that I/we have been offered an opportunity to enter into a twelve (12) month lease and hereby decline to do so.

BY \_\_\_\_\_  
RESIDENT

BY \_\_\_\_\_  
RESIDENT