



April 29, 2024

## Pine to Palm Resort Park

### Regulations

#### Article I

##### INDEMNIFICATION

The Corporation shall not be responsible for damage, injury or loss from accident, theft, fire or water damage to either the property or person of residents, renters, guests or visitors. Each person using Pine to Palm Resort Park property does so at their own risk. Residents and renters will be held responsible for any and all damage done by themselves, their guests or visitors.

The Corporation shall not be responsible or liable for mishaps, accidents, injuries or deaths, which may occur at or in any social, recreational or common area of the park. All residents, renters and guests acknowledge that Pine to Palm Resort Park does not provide supervision in any of these areas.

#### Article II

##### AUTHORITY

Mantex Holding Company Inc. Board has the authority to create, modify or amend rules and regulations. Shareholders may propose new, modified or amended rules and regulations. Where shareholders have approved a rule or regulation by resolution at an annual meeting, any amendment or modification must be taken to a vote of the shareholders at an annual meeting or special meeting.

#### Article III

##### DEFINITIONS

- **Corporation:** Mantex Holding Company Inc.
- **Park:** Pine to Palm Resort Park
- **Mantex Holding Company Inc. Board:** Elected Directors of the Corporation.

- **Park Manager:** Person appointed by the Board as Park Manager
- **Office Manager:** Person appointed by the Board as Office Manager.
- **Activity Club Board:** Persons elected by the residents to oversee social and recreational activities in the park.
- **Unit:** Permanent tied down and skirted living accommodations
- **Shed:** Storage structure not to exceed 120 sq. ft.
- **Resident:** Person named in a lot lease agreement
- **Renter:** Person registered other than a “guest” in an otherwise unoccupied unit.
- **Guest:** Person residing with a Shareholder/Unit owner.
- **Vehicle:** Any means of transport for person or property, motorized or not.

## **Article IV**

### **SHAREHOLDER/UNIT OWNER GUESTS**

1. Owner must register their guests at the office prior to arrival. No emails or phone calls accepted.
2. The owner must be present in the park. If Owner is absent from the park, guests are deemed renters and subject to Article IX Renting Units.
3. Guests staying beyond 14 days (cumulative per season), owner will be assessed a \$10/day amenities fee per guest.
4. Children under the age of 14 years must have adult supervision while participating in Park activities or using Park facilities.

## **Article V**

### **LOT LEASE AGREEMENT**

**Section I: Residency in a tied down unit:** To become a resident of the park, the following will be necessary:

1. Obtain an Application for Lot Lease form, a blank copy of the Lease Agreement form, a copy of the Mantex Bylaws and a copy of the Pine to Palm Resort Park Rules and Regulations from the Park Office. The Office Manager will assist with the completion of the forms and provide an overview of the process.
2. Upon review of the completed Application for Lot Lease form, a meeting will be scheduled with the new resident and the Board President, Vice-President and/or Office Manager to execute the Lease Agreement and confirm the understanding of the Lot Utilization policies as described in the Rules and Regulations. Proof of age will also be required at this time. If not approved, reasons for rejection will be presented and clarified if necessary.
3. The Housing and Urban Development (HUD) legislation requires that the Park Office retains on file a copy of the Title to your unit and proper proof of

your age, to qualify as a community for residents 55 years of age and older. If a proper current title is not held by the owner, the unit cannot be resold in the park.

4. Upon approval, new residents are required to purchase seven (7) Class A Common Shares of Mantex Holding Company, Inc.
5. Residents shall not hold more than seven (7) Class A Common Shares.
6. A shareholder renting out their unit while residing in a unit other than their own, must sell their Class A Common shares or convert their Class A shares to Class B Non-Voting Common shares prior to rental period.
7. New Residents must live in their units for 3 months for 2 consecutive winter seasons, before being allowed to rent their unit. Residents who rent out their unit consistently without being present in the park may be considered inactive owners by the Mantex Board and their lease may be cancelled or not renewed. Extenuating circumstances will be considered by the Mantex Board.

Section II: Mobile Units: To reside in the park in your own travel trailer or motor home and not intending to tie down the unit, you are to notify the Park Office as to the dates you will require a space and the length of your unit. The Park Office will assign an appropriate lot for the size of your unit. An Application for R.V. Lot Lease Agreement must be completed.

## **Article VI**

### LOT UTILIZATION

Section I: The resident unit, off-street parking, storage shed, heating / air conditioning units, hot water tank, main and secondary entrance steps, patio and or deck and Texas Room must be contained in the rectangular space inside the full lot size that will be called the buildable area which shall include:

- 1) A set back from the street that is a minimum of 10 feet
- 2) An easement at the rear of the unit and all other development of 5 feet; where the lot abuts the Park property line at the rear, easement must be 10 feet of non-buildable space and where the lot abuts Magic Valley Trailer Park the rear easement must be 15 feet.
- 3) A side yard of 5 feet on both sides of the development area, providing a non-buildable strip a minimum of 10 feet wide, with each property contributing 5 feet of non-buildable space. Where a side yard abuts a private street (a street in the Park), the side yard must be a minimum of 10 feet, with the non-street abutting side yard remaining at 5 feet (a total easement of 15 feet).

- 4) Where a side yard includes a heating/ventilating unit and/or a secondary exit step structure, these must not intrude into the required easement rear or side yards. Note: HVAC units are not to be placed in front of the units.
- 5) A driveway/walkway must be of cement, beginning at the street curb and may extend under the canopy to the back of the resident unit. In the buildable area, space must be designated for:
  - a) Vehicle parking, a minimum of 20 feet in length and 10 feet in width, the first 10 feet from the street is the front street setback, with the second 10 feet being beside the resident unit. The canopy may start at the front of the resident unit, or back on the side of the unit depending on the wish of the owner concerning shade on their parking area. Where a resident owns a golf cart, the parking area must be an additional 6 feet, for total length of 26 feet. The driveway width may be up to the width of the canopy, such width determined by the width of the lot and the width of the unit.
  - b) Heating/air conditioning unit may not be at the front of the unit, it may be under the carport/canopy, or if space permits, at the rear of the unit. The HVAC unit may not be in the required easement spaces.
  - c) Main and secondary entrance steps
  - d) A storage shed up to 120 square feet
  - e) The patio/deck area must not restrict the vehicle parking space
  - f) If an optional "Texas Room" or deck is included, it also would have to fit within the buildable area and must not restrict the vehicle parking space.

## Section II: Application of Lot Utilization Policy:

This policy is applied when:

- 1) A unit is moved into the Park.
- 2) A unit is moved within the Park.
- 3) A section of the Park is re-developed.
- 4) The owner of an existing unit in the Park requests approval for modification to lot use. In modification to lot use situations the repair, or replacement or modification must not further encroach on any easement nor exceed the buildable area allowed based on lot size.

## Section III: Owners Currently Overbuilt on the Rectangle of Building Area

- 1) May replace or repair storage sheds, heating/air conditioning units, hot water tanks, main and secondary steps, awnings, patios and/or decks.
- 2) Requests for all other modifications will be declined until such time as the resident unit, off street parking space, storage shed, heating/air conditioning unit, hot water tank, main and secondary entrance steps, patio and/or deck and Texas room

are contained in the rectangular space inside the full lot size that will be the buildable area.

Section IV: Defining Buildable Area and Determining Lot Lines for Units Located on the Tree Streets, Swan Blvd, Saskatchewan, Dakota Units 101 to 116 and Current North Side Melton Place.

- 1) A setback from the street that is a minimum of 5 feet.
- 2) An easement at the back of the unit that is two and one-half feet.
- 3) An easement on the side yard of two and one-half feet.

When a street is redeveloped Section I Lot Utilization will be applied.

Section V: Variance to Lot Use Policy.

From time to time, a variance from the Lot Utilization Policy may be necessary. Where the need arises, the variance will be considered by the Mantex Board and may be approved only after careful consideration. Each variance approved will not establish a precedent but will remain as a unique situation.

**Article VII**

SELLING A UNIT

Selling a Unit That Will Remain in the Park:

1. An owner proposing to sell a unit located on a lot in the park must apply to the Office Manager using the Application to Sell Within the Park form, for approval to place the unit on the market before completing the sale. If the application is not approved, the seller may either sell the unit and move it out of the park or remove it from the market and continue to occupy the unit. Upon the sale of any unit, transfer of the lot reverts to the Corporation.
2. All sales of the units must be confirmed by the Mantex Board before they are considered final. The completion of the Application for Lot Lease form, and the Lease Agreement form will guide and direct the Mantex Board's decision in all sales.
3. A "For Sale" unit may remain for sale until sold or taken off the market, providing the unit is maintained in good condition and all lease fee payments are up to date.
4. A "For Sale" unit may be rented until sold, providing the unit is maintained in good condition and all lease fee payments are up to date.
5. Shareholders must have a copy of the Original Statement of Ownership/Title at the office.

6. The Unit owner's accounts (pad fees, utilities, etc.) must be in good standing prior to requesting rental of unit.

## Section II: Selling a Unit Out of the Park

1. An owner proposing to remove a unit from the park must apply to the Office Manager using the Application to Sell Outside the Park form, before completing the sale.
2. Completion of the Selling Outside the Park form confirms the seller has a condition of sale that the unit will be removed from the park within 30 days, after which period of time the Office Manager is authorized to dispose of the unit at the expense of the unit Lease Holder.
3. The resident will remain responsible for all fees until the unit is fully removed and the lot is deemed clean by the Office Manager.

## **Article VIII**

### BUYING A SECOND UNIT

1. A resident purchasing a second unit must sell one unit within one year of purchase. Owning more than one (1) unit after this one year, is not allowed.
2. Any unit not sold within one year, must apply to the Board for approval to remain to be "For Sale".
3. The resident must be re-interviewed by the President or Office Manager when purchasing the second unit.

## **Article IX**

### RENTING UNITS

Shareholders must complete a Unit Rental Request form and submit it to the park Office for approval prior to the arrival of renters.

1. The rental season is defined as October 1st through April 30th.
2. At least one of the renters must meet the age requirement of 55.
3. No more than two (2) persons may rent a unit and renters shall not further rent a unit to another person(s).
4. To cover the administrative costs involved, the unit owner will be assessed a \$100.00 fee for each rental agreement during the season.
5. A shareholder who rents their unit to another person(s) shall remain fully responsible for the lease fee payment, utility costs, \$100 rental administration fee and the maintenance of the unit and surroundings.
6. The Unit owner's accounts (pad fees, utilities, etc.) must be in good standing prior to requesting rental of unit.

7. Shareholders must have a copy of the Original Statement of Ownership/Title at the office.
8. Documentation for the operation of the unit being rented must be provided to the renter (keys, fob, internet, tv, etc.) along with the copy of the approved rental form.
9. Renter must come to the office ASAP and register.

## Article X

### PETS/ASSISTANCE ANIMALS

Pine to Palm Resort Park is a pet free Park. Pets are not allowed at any time.

A Resident (Shareholder/Unit Owner) with a disability may request accommodation for an Assistance Animal (Service Animal or Emotional Support Animal) as stipulated under the Fair Housing Act.

Prior to obtaining an Emotional Support Animal, a resident must submit reliable documentation from their primary licensed health care professional confirming a disability-related need for the animal. Pine to Palm will determine eligibility within 10 days of receiving documentation.

Resident to complete renewal document and provide current animal information on an annual basis: Full Time Resident by November 1st and Winter Texan by email/mail to the Office Manager prior to their arrival.

It is suggested that Assistance Animals wear an identifying vest or harness, however it is not a requirement.

Forms and Detailed Policy & Procedures at the Park Office.

Visitors, Guests, RVers, and Renters are not permitted to have Emotional Support Animals in the Park.

## Article XI

### GENERAL COMPLIANCE

1. One (1) occupied unit will be permitted on each lot and not more than two (2) people shall occupy each unit. An additional person may be authorized by the Mantex Board at a rental fee to be determined.
2. Single residents may add one (1) person to their lease agreement for any period of time at no additional cost.
3. New units being permanently placed on a lot in the park require prior approval by the Mantex Board. Used units must be inspected by the **Park/ Office** Manager for appearance and condition before approval can be considered by

the Mantex Board. The application for Lot Use to Bring a Mobile Unit into Pine to Palm Resort Park form will be utilized by the **Park**/Office Manager and resident to manage this process.

4. Residents must comply with all building regulations as stated in the Lot Utilization Policy and with all building regulations of the City of Weslaco. A building permit is required when adding additional living space. No work can begin until written approval is received from the Park/Office Manager.
5. All permanent units in the park must be tied down and completely skirted. The Park/Corporation does not accept responsibility for damage to skirting.
6. Residents are to regularly inspect and maintain the exterior condition of their unit. The unit must be in good structural condition to ensure public safety. This includes roof, fascia, soffits, exterior siding, doors, windows, carport, downspouts, gutters, awning, deck, shed, etc. Dirt, grime, and mold must be power washed and removed regularly. Non-compliant residents will be subject to Article XII penalty.
7. All lots must be cleared of weeds, tall grass and untrimmed shrubbery by December 1st of each year and maintained to the satisfaction of the Mantex Board. Failure to do so will result in the lot being cleaned by Park employees with relevant costs charged to the lease at the cost of \$25.00 plus \$25.00 per man hour.
8. No Business/Contractor may create pollution including noise, odors, or the like, that is offensive to residents within the park.
9. Residents have the right to bring a complaint, in writing, concerning any Business/Contractor operating within the park to the attention of the **Park**/Office Manager.
10. Door to door soliciting is prohibited. If you are approached in the park by a solicitor, please do not conduct business with them. Take note of their vehicle and license plate, call the Park Office and they will be escorted from the park.
11. In the event of excessive use of water by a resident, the **Park**/Office Manager shall charge the resident for the excessive water used. The amount and frequency of such assessment shall be at the discretion of the Mantex Board.
12. Renovations to the exterior of your unit, adding additional concrete and/or planting trees or shrubs requires approval of the **Park**/Office Manager by completing a Residential Building and Concrete Application form prior to commencing the work.
13. River Rock is the only rock permitted when using rock in landscaping.
14. The area between the original and second roofs of resident units must be screened.



## Article XII

### VARIANCE

A resident unit owner holding a valid Lease Agreement in the Park may seek dispensation from a rule or regulation that creates a unique and unusual hardship. Variances will be considered by the Mantex Board upon receipt of a written request from the unit owner. Unique and unusual hardship must be more than an inconvenience. The requested variance cannot impact on the overall public safety of the park community. The requested variance cannot block access to any utility requiring potential service by Park Staff or Private Utility Companies providing service to the park. The cost to comply with regulation is not considered a unique nor unusual hardship.

The **Park/Office Manager** will grant a variance where wheelchair access is required, or a medical doctors' letter defines the reason for a needed variance.

## Article XIII

### PENALTY

Residents and renters will be verbally advised of the violation of a rule or regulation by the **Park/Office Manager** and asked to take corrective action. Failure to act upon the verbal warning will result in a written notification by the Office Manager and expected corrective action will be required within the given time frame. The Mantex Board will determine financial penalties for ongoing violation of rules or take action to evict or terminate leases.

## Article XIV

### DISPUTE RESOLUTION

The **Park/Office Manager** is the agent of the Mantex Board. He/she has the authority to act on behalf of the Mantex Board on all issues within the Rules and Regulations. In doing so he or she is expected to act in the best interests of the resident but also in the best interests of the corporation. Residents who do not agree with a decision rendered by the **Park/Office Manager** may present a written appeal with reasons for the appeal to the Mantex Board within 30 days. A copy of the appeal will be provided to the **Park/Office Manager**. The **Park/Office Manager** will provide written reasons for his or her decision. Three members of the Mantex Board will review both written documents, seek clarification where necessary, invite an in-person hearing with the resident and deliver a recommendation to the Board for the final decision.

## **Article XV**

### **DELEGATION**

In every area of delegated authority rendered to the **Park/Office Manager** in these Rules and Regulations it is understood that the President of the Mantex Board or any other Director designated by the President of the Mantex Board may act on the Park/Office Manager's behalf where he/she is unable to fulfill his/her responsibility for any reason. Those acting in the capacity of the **Park/Office Manager** will not serve in a dispute resolution function.

## RULES

Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees or directed at management, its agents, its employees or vendors.

Excessive noise is not permitted between 10pm and 7am

Alcohol consumption in Park facilities is permitted only with the approval of the Activity Club Board.

Alcohol or drug abuse by any resident, renter or guest that results in behavior that can impact on the safety of other persons in the park will not be tolerated.

Smoking and use of vapors is prohibited in Park facilities.

Speed limit in the park is 10 miles per hour (16 Kilometers)

All vehicles (motorized or not) are required to utilize lights after dark.

Residents and renters must park all motorized vehicles on the designated concrete parking pad within the buildable area. No motorized vehicles or trailers may be parked in any easement, including the easement directly in front of the unit.

Street parking is permitted during daylight hours if traffic is not impeded. Street parking is not permitted after dark.

Parking is prohibited in fire lanes, 10 feet on either side of fire hydrants, and on the property of any other resident including vacant leased lots without the permission of the Park Manger / Office or unit owner.

Glass containers are not permitted in the Pool, Shuffle or Pickleball facilities.

Garbage is to be placed in strong bags and placed for pick up on designated days, **Recycling should be placed in a clear bag. Please break down boxes and no electronics for recycling. Glass recycling is to be placed in the designated area sof the Park. At the back of the laundromat and west side of the pickleball courts and please remove all lids. Electronic such as phones, computer, tv, etc., can be delivered to 1912Joe Stephens Ave. Weslaco, Call 956-973-3146 for hours.**

## PINE TO PALM RESORT PARK

Park Office: 956-968-5760 Fax: 956-969-9060