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**Texas Department of Housing and Community Affairs**  
**Manufactured Housing Board Meeting**  
**July 22, 2011**

Michael H. Bray, Chair

Anthony G. Burks, Member

Pablo Schneider, Member

Sheila M. Vallés-Pankratz, Member

Donnie W. Wisenbaker, Member

**Texas Department of Housing and Community Affairs  
Manufactured Housing Board Meeting**

**July 22, 2011**

**ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Michael H. Bray, Chair	_____	_____
Anthony G. Burks, Member	_____	_____
Pablo Schneider, Member	_____	_____
Sheila M. Vallés-Pankratz, Member	_____	_____
Donnie W. Wisenbaker, Member	_____	_____
Number Present	_____	
Number Absent		_____

\_\_\_\_\_, Presiding Officer

**MANUFACTURED HOUSING BOARD MEETING**  
**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**1500 N. Congress, Capitol Extension Committee Room E2.028**

**Austin, Texas 78701**

**July 22, 2011                      10:30 a.m.**

**AGENDA**

**CALL TO ORDER, ROLL CALL** Chair

**CERTIFICATION OF QUORUM** Chair

The Board of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs (TDHCA) will meet to consider and possibly act upon:

**ACTION ITEMS**

- |         |  |             |
|---------|--|-------------|
| Item 1. | Consideration and action to approve the minutes of the board meeting on May 20, 2011.  | Chair       |
| Item 2. | Presentation, discussion and possible action to approve the FY 2012 Operating Budget.  | Kassu Asfaw |
| Item 3. | Presentation, discussion and possible action to approve the execution of amendment to the Administrative Services Agreement for FY 2012 between the Manufactured Housing Division and TDHCA.                     | Kassu Asfaw |
| Item 4. | Presentation, discussion and possible action to approve the proposed amendments to 10 Texas Administrative Code, Chapter 80 for publication as proposed in the Texas Register for public comment.                | Joe Garcia  |
| Item 5. | Presentation, discussion and possible action to approve revisions to the Affidavit of Fact for Abandonment form, Notice of Intent to Declare a Home Abandoned form and Statement of Ownership and Location form. | Joe Garcia  |

**REPORT ITEMS**

- |    |  |            |
|----|--|------------|
| 1. | Executive Director's Report to include issues relating to proposed legislation, operations, budget and performance of the Manufactured Housing Division. | Joe Garcia |
|----|--|------------|

**PUBLIC COMMENT** Chair

**EXECUTIVE SESSION** Chair

*Note: The Board may go into executive session (close its meeting to the public) on any agenda item if appropriate and authorized by the Open Meetings Act, Texas Government Code, Chapter 551.*

- |     |  |
|-----|--|
| (a) | If necessary, the Board will go into executive session to discuss Personnel Matters pursuant to Sec. 551.074, Texas Government Code.   |
| (b) | If necessary, the Board will go into executive session for Consultation with Attorney pursuant to Sec. 551.071, Texas Government Code. |

**RECONVENE** Chair

Reconvene in public session and take action on any matters coming out of Executive Session.

**ADJOURN** Chair

*To access this agenda or request information, please visit our website at [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us) or contact Sharon Choate, TDHCA/MHD, 1106 Clayton Lane, Suite 270W, Austin, Texas 78723, 512-475-2206, [sharon.choate@tdhca.state.tx.us](mailto:sharon.choate@tdhca.state.tx.us).*

*Individuals who require auxiliary aids, services or translators for this meeting should contact Gina Esteves, ADA Responsible Employee, at 512-475-3943 or Relay Texas at 1-800-735-2989 at least two days before the meeting so that appropriate arrangements can be made.*

*Agenda Action Item No. 1*

**MINUTES OF THE REGULAR MEETING OF THE  
MANUFACTURED HOUSING BOARD**

On Friday, May 20, 2011, at 10:39 a.m., there was a regular meeting of the Manufactured Housing Board (the "Board") at 208 E. 10th Street, Room 320. Michael Bray presided. Anthony Burks, Pablo Schneider, and Sheila Vallés-Pankratz constituting a quorum, attended. Donnie Wisenbaker was absent. The following Manufactured Housing Division (the "MHD") staff were present: Joe Garcia, Amy Morehouse, Kassu Asfaw, and Sharon Choate.

Michael Bray called the roll and confirmed the presence of a quorum.

Michael Bray asked for a motion to approve the minutes from the board meeting on January 21, 2011. Upon motion of Sheila Vallés-Pankratz, duly seconded by Pablo Schneider, the minutes of the previous meeting were unanimously approved.

Joe Garcia presented and discussed for approval the adoption of the proposed amendments to 10 Texas Administrative Code, §80.100, for publication in the Texas Register as adopted. Upon motion of Sheila Vallés-Pankratz, duly seconded by Anthony Burks, the motion was unanimously approved.

The Board did not go into an Executive Session.

Joe Garcia delivered the Executive Director's Report.

The next board meeting was tentatively set for Friday, July 22, 2011, to begin at 10:30 a.m.

There being no further business to come before the board, the meeting was adjourned at 11:15 a.m.

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Sharon Choate, Secretary

Approved:

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Michael Bray, Presiding Chair

*Pursuant to Sec. 551.022 of the Texas Government Code, a copy of the transcript of the above mentioned meeting is public record and is available for inspection and copying on request to the governmental body's chief administrative officer or the officer's designee.*

*Agenda Action Item No. 2*

**D R A F T**

Budget Categories	FY 12 Budget (a)	FY 11 Budget (b)	Variance (a-b)	Percentage Change
Salaries and Wages	\$ 3,988,479	\$ 3,600,178	\$ 388,301	11%
Payroll Related Costs	717,900	1,008,050	-290,150	-29%
Travel In-State	300,000	300,000	0	0%
Travel Out-of State	0	0	0	0%
Home Owner Consumer Claims ( Rider # 13 )	300,000	300,000	0	0%
Professional Fees	50,000	44,000	6,000	14%
Materials and Supplies	124,000	105,250	18,750	18%
Repairs/Maintenance	98,692	74,279	24,413	33%
Printing and Reproduction	30,000	30,000	0	0%
Rental/Lease	163,000	174,984	-11,984	-7%
Membership Dues	1,000	500	500	100%
Staff Development	33,400	33,400	0	0%
Texas Online	19,120	19,120	0	0%
Employee Tuition	500	500	0	0%
Advertising	1,500	0	1,500	0%
Freight/Delivery	2,000	1,500	500	33%
Temporary Help	62,000	62,000	0	0%
Furniture/Equipment	17,541	10,000	7,541	75%
Communications/Utilities	156,000	110,000	46,000	42%
Capital Outlay - Computers/Server	114,000	61,186	52,814	86%
State Office of Risk Management	10,000	10,000	0	0%
Subtotal	6,189,132	5,944,947	244,185	4%
Indirect Support	512,127	512,127	-	0%
<b>Total Manufactured Housing *</b>	<b>\$ 6,701,259</b>	<b>\$ 6,457,074</b>	<b>\$ 244,185</b>	<b>4%</b>
FTE's	64	64	-	0%

**Method of Finance:**

General Revenue	19,120	19,120	-	0%
Appropriated Receipts	6,382,139	6,137,954	244,185	4%
Federal Funds	300,000	300,000	-	0%
<b>Total Method of Finance</b>	<b>\$ 6,701,259</b>	<b>\$ 6,457,074</b>	<b>\$ 244,185</b>	<b>4%</b>

**\* NOTE: Breakdown of the Total Budget:**

- \$ 5,471,232 - Total Direct Strategies Appropriations to MHD
  - \$ 717,900 - Payroll related costs - an indirect appropriation, which is a state-wide allocation by the Comptroller; it's included here for assessment or information purpose.
  - \$ 512,127 - Administrative Support costs - an indirect appropriation, which is the service contract fees with the TDHCA; it's included here for assessment or information purpose.
- \$6,701,259**

Texas Department of Housing and Community Affairs  
 Manufactured Housing Division  
 Operating Budget Allocation to Direct Strategies  
 For FY 2012

Description	Expenditures	E.1.1. SOL& Licensing	E.1.2. Inspections	E.1.3. Enforcement	E.1.4. Texas Online	Total Budget
Salaries and Wages	\$ 3,988,479	\$ 1,444,726	\$ 1,291,759	\$ 1,251,994	\$ -	\$ 3,988,479
Payroll Related Costs	717,900	251,265	236,907	229,728	-	717,900
Travel In-State	300,000	11,000	284,000	5,000	-	300,000
Travel Out-of State	0	0	0	0	-	0
Home Owner Consumer Claims ( Rider # 13 )	300,000	0	0	300,000	-	300,000
Professional Fees	50,000	25,361	12,320	12,319	-	50,000
Materials and Supplies	124,000	45,500	42,900	35,600	-	124,000
Repairs/Maintenance	98,692	36,516	33,555	28,621	-	98,692
Printing and Reproduction	30,000	18,400	2,000	9,600	-	30,000
Rental/Lease	163,000	82,040	71,590	9,370	-	163,000
Membership Dues	1,000	370	340	290	-	1,000
Registration Fees	33,400	17,900	8,500	7,000	-	33,400
Texas Online	19,120	0	0	0	19,120	19,120
Employee Tuition	500	300	100	100	-	500
Advertising	1,500	1,200	150	150	-	1,500
Freight/Delivery	2,000	740	680	580	-	2,000
Temporary Help	62,000	35,111	13,444	13,445	-	62,000
Furniture/Equipment	17,541	10,500	3,500	3,541	-	17,541
Communications/Utilities	156,000	59,240	56,658	40,102	-	156,000
Capital Outlay - Computers/Server	114,000	33,041	30,362	50,597	-	114,000
State Office of Risk Management	10,000	3,700	3,400	2,900	-	10,000
	<b>\$ 6,189,132</b>	<b>\$ 2,076,910</b>	<b>\$ 2,092,165</b>	<b>\$ 2,000,937</b>	<b>\$ 19,120</b>	<b>\$ 6,189,132</b>

FTE's 64 29 19.6 15.4 64

Method of Finance:

	General Revenue	Appropriated Receipts	Federal Funds	Total
Strategy One	2,076,910	0	2,076,910	2,076,910
Strategy Two	2,092,165	0	200,000	2,092,165
Strategy Three	2,000,937	0	100,000	2,000,937
Strategy Four	19,120	19,120	0	19,120
	<b>\$ 6,189,132</b>	<b>\$ 19,120</b>	<b>\$ 300,000</b>	<b>\$ 6,189,132</b>

Indirect Support:

	F.1.1.	F.1.2.	F.1.3.	Total
Financial Administration	179,075	179,075		179,075
Information Resource Technologies	174,506	174,506		174,506
Operating Support	158,546		158,546	158,546
	<b>512,127</b>	<b>174,506</b>	<b>158,546</b>	<b>512,127</b>

Method of Finance:

Appropriated Receipts	<b>\$ 512,127</b>	<b>\$ 179,075</b>	<b>\$ 174,506</b>	<b>\$ 158,546</b>	<b>\$ 512,127</b>
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**Manufactured Housing Division  
Revenue Summary and Projections  
For FY 2012-11**

<b>FEE TYPE</b>	<b>FY 2012 Projected (c)</b>	<b>FY 2011 Act/Est. (d)</b>	<b>Variance (c-d)</b>	<b>Percentage Change</b>
Training	\$ 110,000	\$ 106,000	\$ 4,000	4%
SOL - Titles	3,500,000	3,420,440	79,560	2%
Licenses	818,147	567,000	251,147	44%
Inspections	1,200,000	1,015,837	184,163	18%
Admin. Penalties	71,161	71,161	-	0%
Public Information	6,000	5,000	1,000	20%
Reimbursement - HORTF	416,000	415,000	1,000	0%
Returned Check Charge	-	-	-	0%
	<b>6,121,308</b>	<b>5,600,438</b>	<b>520,870</b>	<b>9%</b>
Federal Fund	<b>583,000</b>	<b>583,000</b>	-	0%
<b>Total</b>	<b>\$ 6,704,308</b>	<b>\$ 6,183,438</b>	<b>\$ 520,870</b>	<b>8%</b>

*\* Note: The assumptions for FY 2012 revenues use the actual/estimates for FY 2011 and modified historical trends.*

Texas Department of Housing and Community Affairs  
 Manufactured Housing Division  
 Budget and Expense Status  
 September 1, 2010 - August 31, 2011  
 For FY 2011

Budget Categories	Annual Budget (a)	*1 YTD Act/Est. Expenses Sep - Aug		Remaining Budget As of August	Remaining Budget Not Used %
			(b)		
Salaries and Wages	\$ 3,600,178	\$	3,313,213	\$ 286,965	8%
Payroll Related Costs	1,008,050		820,492	187,558	19%
Travel In-State	300,000		234,729	65,271	22%
Travel Out-of State	0		0	0	0%
Home Owner Consumer Claims ( Rider # 13 )	300,000		125,000	175,000	58%
Professional Fees	44,000		34,245	9,755	22%
Materials and Supplies	105,250		56,658	48,592	46%
Repairs/Maintenance	74,279		73,960	319	0%
Printing and Reproduction	30,000		12,814	17,186	57%
Rental/Lease	174,984		169,322	5,662	3%
Membership Dues	500		250	250	50%
Registration Fees	33,400		4,857	28,543	85%
Texas Online	19,120		11,725	7,395	39%
Employee Tuition	500		500	0	0%
Advertising	0		0	0	0%
Freight/Delivery	1,500		575	925	62%
Temporary Help	62,000		38,518	23,482	38%
Furniture/Equipment	10,000		7,233	2,767	28%
Communications/Utilities	110,000		112,076	(2,076)	-2%
Capital Outlay	61,186		59,000	2,186	4%
State Office of Risk Management	10,000		8,183	1,817	18%
Subtotal	5,944,947		5,083,350	861,597	14%
Indirect Support	512,127		430,429	81,698	16%
<b>Total Manufactured Housing</b>	<b>\$ 6,457,074</b>	<b>\$</b>	<b>5,513,779</b>	<b>\$ 943,295</b>	<b>15%</b>

\* 1 YTD expenses column represents actual expenditures from September to June, and projected expenditures from July to August.



**Exhibit A**

**Manufactured Housing  
Administrative Support Schedule  
Fiscal Year 2012**

	<b>FTE's</b>	<b>Salaries</b>	<b>Payroll Related Costs</b>	<b>Total</b>
<b>Support:</b>				
Executive Office	0.10	\$ 11,653	\$ 2,680	\$ 14,334
Internal Audit	0.40	26,740	6,150	32,890
Policy and Public Affairs	0.22	18,436	4,240	22,676
Human Resources	0.40	24,410	5,614	30,025
Purchasing and Facilities Management	0.90	47,659	10,962	58,621
Information Systems	2.08	141,875	32,631	174,506
<b>Financial Administration:</b>				
Director, Financial Administration	0.10	10,175	2,340	12,515
Payroll	0.20	12,982	2,986	15,968
Accounting Manager	0.15	14,245	3,276	17,521
Travel	0.50	26,702	6,141	32,843
Payables	0.45	26,329	6,056	32,384
Program Accountant	1.00	55,158	12,686	67,844
<b>Total Support, Manufactured Housing</b>	<b>6.50</b>	<b>\$ 416,364</b>	<b>\$ 95,762</b>	<b>\$ 512,127</b>

*Agenda Action Item No. 3*

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AND**  
**MANUFACTURED HOUSING DIVISION'S**  
**ADMINISTRATIVE SERVICES AND COST REIMBURSEMENT AGREEMENT**

This Administrative Services and Cost Reimbursement Agreement ("Agreement") is made effective as of September 1, 2011 by and between the **Texas Department of Housing and Community Affairs**, a public and official department of the State of Texas ("TDHCA"), and the **Manufactured Housing Division** of TDHCA.

**RECITALS:**

**WHEREAS**, Subchapter AA, Sections 2306.6001 through 2306.6023 of the Texas Government Code, requires:

- (1) that beginning on September 1, 2001, TDHCA began to administer and enforce the Texas Manufactured Housing Standards Act (Chapter 1201 of the Texas Occupations Code) through the Manufactured Housing Division ("MH Division");
- (2) that the MH Division be governed by a five member board that is to be an independent entity within TDHCA, administratively attached to TDHCA, and not an advisory board to TDHCA ("MH Board");
- (3) that the MH Board and the division director of the MH Division are to exercise authority and responsibilities assigned to them under the Texas Manufactured Housing Standards Act (Chapter 1201 of the Texas Occupations Code); and
- (4) that the MH Board shall develop a budget for the operations of the department relating to the MH Division and shall reduce administrative costs by entering into an agreement with TDHCA to enable the sharing of department personnel, equipment, and facilities.

**NOW THEREFORE**, TDHCA has agreed to provide for indirect and direct administrative services as hereinafter provided for a monthly administrative fee described herein to be paid by the MH Division to TDHCA. The parties, TDHCA and the MH Division, agree as follows:

**1. ADMINISTRATIVE SERVICES AND REIMBURSEMENT OF OPERATING COSTS**

**1.1 Scope of Services**

During the term of this Agreement, TDHCA shall continue to provide for the budgeted costs and expenses set out on the annual operating budget for the MH Division attached as Exhibit "A" in the manner contemplated by the annual operating budget for TDHCA and to account for all such actual payments and receipts. These services, will include, but not be limited to, administrative support services from TDHCA's Executive Office; Internal Audit; Policy and Public Affairs; Human Resources; Purchasing and Facilities Management; Information Systems; and Financial Administration (collectively the "Services").

**2. TERM**

**2.1 Term**

This Agreement shall be effective September 1, **2011** and shall continue in full force and effect until August 31, **2012**, unless sooner terminated pursuant to Section 4.1 of this Agreement.

**3. ADMINISTRATIVE SERVICES FEES AND COST REIMBURSEMENTS**

**3.1 Reimbursement to TDHCA for Operating Costs**

TDHCA shall be reimbursed by the MH Division for all operating costs incurred by TDHCA on their behalf out of budgeted receipts attributable to the MH Division as set out on Exhibit "A".

**3.2 Payments to TDHCA for Services**

As compensation for the Services performed by TDHCA personnel pursuant to this Agreement, TDHCA shall be paid \$42,677.25 monthly by the MH Division (or a total annual amount not to exceed \$512,127.00) for each month during the term of this Agreement.

#### **4. TERMINATION OF AGREEMENT**

##### **4.1 Early Termination**

Either party and, the duly constituted MH Board contemplated by Sections 2306 once appointed, may terminate this Agreement prior to the August 31, **2012** term provided in Section 2.1 upon 30 days' written notice to the other party. Administrative fees due for Services provided up to and including the date of such early termination shall be prorated and shall be payable in full to TDHCA upon such early termination. If this Agreement is terminated by the MH Board, TDHCA agrees to take all actions necessary to deliver to the MH Board possession or control of all books, records, and property of the MH Division in TDHCA's possession in an orderly manner and without interruption of the MH Division's business.

#### **5. FORCE MAJEURE**

##### **5.1 Force Majeure**

In the event that performance by a party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, or flood, or by the occurrence of any other event beyond the control of such party, such party shall be excused from such performance during the period of time when the interruption occurred and for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

#### **6. MISCELLANEOUS**

##### **6.1 Notices**

All notices, requests, demands and other communications under this Agreement shall be deemed to be duly given if delivered or sent in accordance with this Section 6.1 and all of its subsections; and if addressed as follows:

**If to TDHCA to:**

Texas Department of Housing and Community Affairs  
221 E. 11<sup>th</sup> Street, Third Floor  
Austin, Texas 78701  
ATTENTION: Timothy K. Irvine, TDHCA Acting Director  
FAX: (512) 469-9606

**If to the Manufactured Housing Division to:**

Manufactured Housing Division  
1106 Clayton LN. Twin Towers, Suite 270W  
Austin, Texas 78723  
ATTENTION: Joe Garcia, MH Division, Executive Director  
FAX: (512) 475-0495

or to such other address or to the attention of such other person as the recipient party has specified in accordance with this Section 6.1 by prior written notice to the sending party. Every notice required or contemplated by this Agreement to be given, delivered or sent by any party may be delivered in person or may be sent by courier, facsimile, e-mail, first class mail, or certified mail (or its equivalent under the laws of the country where mailed), addressed to the party for whom it is intended, at the address specified in this Agreement. Any party may change its address for notice by giving notice to the other parties of the change. Any written notice will be effective no later than the date actually received. Unless otherwise provided in this Agreement, notice by courier, express mail, certified mail, or registered mail will be effective on the date it is officially recorded as delivered by return receipt or equivalent and in the absence of such record of delivery it will be presumed to have been delivered on the fifth business day after it was deposited, first-class postage prepaid, in the United States first class mail. Notice not given in writing will be effective only if acknowledged in writing by a duly authorized officer of the party to whom it was given.

**6.2 Entire Agreement**

This Agreement contains the entire agreement of the parties with respect to the matters covered by its terms. Any written or oral representations, promises, agreements or understandings concerning the subject matter of this Agreement that is not contained in this Agreement shall be of no force or effect. No change, modification or waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by authorized representatives of both parties.

**6.3 Assignment**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and the legal representatives, successors in interest and assigns, respectively, of each such party. Notwithstanding the preceding sentence, this Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party.

**6.4 Governing Law**

This Agreement shall be construed under and governed in all respects, including without limitation, issues of validity, interpretation, performance and enforcement, by the laws, and not the conflicts of law, of the State of Texas.

**6.5 No Waiver**

The failure of any party hereto at any time to require performance of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

## **6.6 Partial Invalidity**

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

- (A) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected;
- (B) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling;
- (C) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and
- (D) if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

## **6.7 Time**

Time is of the essence under this Agreement. If the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or legal holiday in the State of Texas, the time for such performance shall be extended to the next succeeding business day that is not a legal holiday.

**6.8 Jurisdiction and Venue**

Suit to enforce this Agreement or any provision thereof will be brought exclusively in the state or federal courts located in Austin, Travis County, Texas.

**6.9 Section Headings**

The article and section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement. Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Schedules and Exhibits); understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his name; and agrees on behalf of such party that such party will be bound by those terms.

**IN WITNESS WHEREOF**, the parties have signed this Agreement to be effective as of September 1, 2011.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Timothy K. Irvine  
Acting Director

**MANUFACTURED HOUSING DIVISION**

By: \_\_\_\_\_  
Joe A. Garcia  
Executive Director



**ADMINISTRATIVE SERVICES AGREEMENT AND COST REIMBURSEMENT AGREEMENT**

**Exhibit A**

**Manufactured Housing  
Administrative Support Schedule  
Fiscal Year 2012**

	<b>FTEs</b>	<b>Salaries</b>	<b>Payroll Related Costs</b>	<b>Total</b>
<b>Support:</b>				
Executive Office	0.10	\$ 11,653	\$ 2,680	\$ 14,334
Internal Audit	0.40	26,740	6,150	32,890
Policy and Public Affairs	0.22	18,436	4,240	22,676
Human Resources	0.40	24,410	5,614	30,025
Purchasing and Facilities Management	0.90	47,659	10,962	58,621
Information Systems	2.08	141,875	32,631	174,506
<b>Financial Administration:</b>				
Director, Financial Administration	0.10	10,175	2,340	12,515
Payroll	0.20	12,982	2,986	15,968
Accounting Manager	0.15	14,245	3,276	17,521
Travel Accountant	0.50	26,702	6,141	32,843
Payables	0.45	26,329	6,056	32,384
Program Accountant	1.00	55,158	12,686	67,844
<b>Total Support, Manufactured Housing</b>	<b>6.50</b>	<b>\$ 416,364</b>	<b>\$ 95,762</b>	<b>\$ 512,127</b>

## **Preamble for Proposed Repeal of Manufactured Housing Rules**

*Administrative Rules of the Texas Department of Housing and Community Affairs  
10 Texas Administrative Code, Chapter 80*

The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (Department) proposes repeal 10 Texas Administrative Code §80.100 relating to forms because the forms are not required by statute to be part of the rules. It will be more efficient and quicker to implement new and revised forms without going through the rule making process.

Joe A. Garcia, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, has determined that for the first five-year period that the repeal is in effect there will be no fiscal implications for state or local government as a result of enforcing or administering the repeal. There will be no effect on small or micro-businesses because of the repeal. There are no anticipated economic costs to persons who are required to comply with the repeal.

Mr. Garcia also has determined that for each year of the first five years that the repeal is in effect the public benefit as a result of enforcing the repeal will be to provide new and revised forms to the public in a more expeditious manner.

Mr. Garcia has also determined that for each year of the first five years the repeal is in effect there should be no adverse effect on a local economy, and therefore no local employment impact statement is required under Administrative Procedure Act (APA), Texas Government Code §2001.022.

If requested, the Department will conduct a public hearing on the repeal of this rule, pursuant to the Administrative Procedure Act, Texas Government Code §2001.029. The request for a public hearing must be received by the Department within 15 days after publication.

Comments may be submitted to Mr. Joe A. Garcia, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, P. O. Box 12489, Austin, Texas 78711-2489 or by e-mail at [mhproposedrulecomments@tdhca.state.tx.us](mailto:mhproposedrulecomments@tdhca.state.tx.us). The deadline for comments is no later than 30 days from the date that the proposed repeal is published in the *Texas Register*.

The repeal is proposed under Section 1201.052 of the Texas Occupations Code, which provides the Director with authority to amend, add, and repeal rules governing the Manufactured Housing Division of the Department and Section 1201.053 of the Texas Occupations Code, which authorizes the board to adopt rules as necessary and the director to administer and enforce the manufactured housing program through the Manufactured Housing Division.

No other statutes, codes, or articles are affected by the proposed repeal.

The agency hereby certifies that the proposed amended section has been reviewed by legal counsel and found to be within the agency's legal authority to adopt.

### **Subchapter I. Forms**

#### **§80.100. Forms.**

**Preamble for Proposed Manufactured Housing Rules**  
*Administrative Rules of the Texas Department of Housing and Community Affairs*  
*10 Texas Administrative Code, Chapter 80*

The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (the “Department”) proposes to amend 10 Texas Administrative Code, Chapter 80, §§80.3, 80.4, 80.21, 80.31-80.34, 80.38, 80.40, 80.80, and 80.90-80.93 relating to the regulation of the manufactured housing program. The rules are revised to comply with House Bill 1510 (82nd Legislature, 2011 regular session) that amends the Manufactured Housing Standards Act; to remove references to §80.100, Subchapter I; and for clarification purposes.

Section 80.3(k)(4): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.4: Proposal to correct the cite reference from §1201.205(e) to §1201.251(e).

Section 80.21(e)(3): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.21(e)(4): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.31(c): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.32(g): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.32(p): Proposal to remove the subsection because it is in conflict with §1201.151(a) of the Standards Act.

Sections 80.32(p) through (v): The subsections are re-lettered because of the proposal to remove subsection (p).

Section 80.32(s): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.33(k)(3): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.34(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.38(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.38(b)(2): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.40(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.80(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.90(f)(1)(A) & (C): Proposing amendments to comply with amendments to the Manufactured Housing Standards Act in HB 1510 (82nd Leg. Reg. Session).

Section 80.91(b) & (c): Proposal to remove subsection (b) to comply with amendments to the Manufactured Housing Standards Act in HB 1510 (82nd Leg. Reg. Session) and re-letter subsection (c) to (b).

Section 80.92(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.93(a): Proposal to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Section 80.93(c): Proposal to add new subsection to comply with amendments to the Manufactured Housing Standards Act in HB 1510 (82nd Leg. Reg. Session).

Section 80.93(d): Re-letter the current subsection (c) to (d).

Section 80.93(e): Re-letter the current subsection (d) to (e) and propose to remove the reference to §80.100, Subchapter I relating to forms because the subchapter is proposed for repeal since there is no statutory requirement for the forms to be part of the rules.

Joe A. Garcia, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, has determined that for the first five-year period that the proposed rules are in effect there will be no fiscal implications for state or local government as a result of enforcing or administering these sections. There will be no effect on small or micro-

businesses because of the proposed amendments. There are no anticipated economic costs to persons who are required to comply with the proposed rules.

Mr. Garcia also has determined that for each year of the first five years that the proposed rules are in effect the public benefit as a result of enforcing the amendments will be to provide clarification of procedures and to comply with the Manufactured Housing Standards Act.

Mr. Garcia has also determined that for each year of the first five years the proposed rules are in effect there should be no adverse effect on a local economy, and therefore no local employment impact statement is required under Administrative Procedure Act (APA), Texas Government Code §2001.022.

If requested, the Department will conduct a public hearing on this rulemaking, pursuant to the Administrative Procedure Act, Texas Government Code §2001.029. The request for a public hearing must be received by the Department within 15 days after publication.

Comments may be submitted to Mr. Joe A. Garcia, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, P. O. Box 12489, Austin, Texas 78711-2489 or by e-mail at [mhproposedrulecomments@tdhca.state.tx.us](mailto:mhproposedrulecomments@tdhca.state.tx.us). The deadline for comments is no later than 30 days from the date that these proposed rules are published in the *Texas Register*.

The amended section is proposed under Section 1201.052 of the Texas Occupations Code, which provides the Director with authority to amend, add, and repeal rules governing the Manufactured Housing Division of the Department and Section 1201.053 of the Texas Occupations Code, which authorizes the board to adopt rules as necessary and the director to administer and enforce the manufactured housing program through the Manufactured Housing Division.

No other statutes, codes, or articles are affected by the proposed rules.

The agency hereby certifies that the proposed amended section has been reviewed by legal counsel and found to be within the agency's legal authority to adopt.

# Proposed Manufactured Housing Rules

*Administrative Rules of the Texas Department of Housing and Community Affairs  
10 Texas Administrative Code, Chapter 80*

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## **SUBCHAPTER A. CODES, STANDARDS, TERMS, FEES AND ADMINISTRATION**

### **§80.1. *Texas Manufactured Housing Standards Code.***

(No change.)

### **§80.2. *Definitions.***

(No change.)

### **§80.3. *Fees.***

(a) - (j) (No change.)

(k) Fees Relating to Statements of Ownership and Location. Each fee shall accompany the required documents delivered or mailed to the Department at its principal office in Austin.

(1) - (3) (No change.)

(4) When multiple applications are submitted, the Form M set forth [on the Department's website](#) ~~in Subchapter I of this chapter (relating to Forms)~~ must be completed and attached to the front of the applications to identify each application and reconcile the fee for each application with the total amount of the payment. Failure to provide this form, properly completed, will delay the application's being deemed complete for processing.

(5) (No Change.)

(l) - (n) (No change.)

### **§80.4. *Advisory Committee.***

The Board shall designate the membership of an advisory committee of not more than 24 members, that meets the requirements of §1201.251(d) of the Standards Act, and the committee shall report as specified [§1201.251\(e\)](#) ~~[§1201.205(e)]~~ of the Standards Act.

## **SUBCHAPTER B. INSTALLATION STANDARDS AND DEVICE APPROVALS**

### **§80.20. *Requirements for Manufacturer's Designs and Installation Instructions.***

(a) - (d) (No change.)

### **§80.21. *Requirements for the Installation of Manufactured Homes.***

(a) - (d) (No change.)

(e) Site Preparation Responsibilities and Requirements:

(1) - (2) (No change.)

(3) Whenever a licensed retailer intends to sell a used manufactured home, regardless of where it is located or is to be located, the retailer is required to give the consumer the Site Preparation Notice, for signature by the consumer, in the form set forth [on the Department's website](#) ~~in Subchapter I of this chapter (relating to Forms)~~ PRIOR to the execution of any binding sales agreement.

(4) Whenever a licensed installer proposes to move a used manufactured home, the installer is required to give the consumer the Site Preparation Notice, for signature by the consumer, in the form set forth [on the Department's website](#) ~~in Subchapter I of this chapter~~ PRIOR to entering into a binding agreement to move that home.

(f) - (i) (No change.)

**§80.22. Generic Standards for Moisture and Ground Vapor Controls.**

(a) - (b) (No change.)

**§80.23. Generic Standards for Footers and Piers.**

(a) - (j) (No change.)

**§80.24. Generic Standards for Anchoring Systems.**

(a) - (f) (No change.)

**§80.25. Generic Standards for Multi-Section Connections Standards.**

(a) - (k) (No change.)

**§80.26. Registration of Stabilizing Components and Systems.**

(a) - (m) (No change.)

**SUBCHAPTER C. LICENSEES' RESPONSIBILITIES AND REQUIREMENTS**

**§80.30. All Licensees' Responsibilities.**

(a) - (i) (No change.)

**§80.31. Manufacturers' Responsibilities and Requirements.**

(a) - (b) (No change.)

(c) A manufacturer shall use the Manufacturer's Certificate of Origin (MCO) prescribed by the Department set forth [on the Department's website](#) ~~in Subchapter I of this~~



~~chapter (relating to Forms)~~ for homes sold to retailers in Texas, on the reverse side of which shall be the data plate.

(d) - (e) (No change.)

**§80.32. Retailers' Responsibilities and Requirements.**

(a) - (f) (No change.)

(g) If a retailer relies on a third party, such as a title company or closing attorney, to file with the Department the required forms necessary to enable the Department to issue a Statement of Ownership and Location to a consumer, the retailer must provide an instruction letter to that third party, advising them of their responsibilities to make such filings and the required timeframes therefore. This does not relieve the retailer from responsibility. The retailer must retain with their sale records a copy of that instruction letter and all documentation provided to such third party to enable them to make such filings. This optional form is available [on the Department's website in Subchapter I of this chapter \(relating to Forms\)](#).

(h) - (o) (No change.)

~~(p) — A retailer may not negotiate or offer a deposit refund of less than is required by the Act. However, a retailer may, by written agreement with the consumer, retain the amount of the deposit used to pay legitimate third party costs actually incurred, such as credit report fees or courier fees.~~

~~(p)~~<sup>(q)</sup> In order to comply with the provisions of §1201.107(d) of the Standards Act, a retailer or broker must:

(1) - (2) (No change.)

~~(q)~~<sup>(r)</sup> A retailer shall maintain on a current basis a separate file for each salesperson sponsored by that retailer reflecting:

(1) - (4) (No change.)

~~(r)~~<sup>(s)</sup> At each licensed location, including each branch location, a retailer shall display their current license for that location and the current license of each salesperson who works from that location.

~~(s)~~<sup>(t)</sup> At each licensed location, including each branch location, a retailer shall conspicuously display the Consumer Protection Information sign as set forth [on the Department's website in Subchapter I of this chapter](#).

~~(t)~~<sup>(u)</sup> Auction of Manufactured Housing to Texas Consumers.

(1) - (3) (No change.)

~~(u)~~<sup>(v)</sup> The written warranty that the used manufactured home is habitable as per §1201.455 of the Standards Act, shall have been timely delivered if given to the homeowner at or prior to possession or at the time the applicable sales agreement is signed.

~~(v)~~<sup>(w)</sup> The written manufacturer's new home construction warranty per §1201.351 of the Standards Act, shall be timely delivered if given to the homeowner at or prior to the time of initial installation at the consumer's home site.

**§80.33. *Installers' Responsibilities and Requirements.***

(a) - (j) (No change.)

(k) Each installer shall maintain the following books and records for each installation:

(1) - (2) (No change.)

(3) if the used home is to be installed on a site that has evidence of ponding, run-off, or uncompacted soil, a signed form from the consumer, acknowledging the condition and accepting the risks, such form to be as set forth on the Department's website ~~in Subchapter I of this chapter (relating to Forms)~~ and §1201.255 of the Standards Act;

(4) - (8) (No change.)

(l) (No change.)

**§80.34. *Brokers' Responsibilities and Requirements.***

(a) For each transaction where a broker is engaged to provide services, a broker shall retain the disclosure statement set forth on the Department's website ~~in Subchapter I of this chapter (relating to Forms)~~.

(b) (No change.)

**§80.35. *Salesperson's Responsibilities and Requirements.***

(a) - (b) (No change.)

**§80.36. *Rebuilders' Responsibilities and Requirements.***

(a) - (d) (No change.)

**§80.37. *Correction Requirements.***

(a) - (c) (No change.)

**§80.38. *Right to Advance Copy of Certain Documents.***

(a) A consumer may modify or waive the right to rescind the deadlines for disclosures before the execution of the contract if the consumer determines that the purchase transaction is needed to meet a *bona fide* emergency. To modify or waive the right, the consumer shall give the retailer a dated written statement that describes the emergency, specifically modifies or waives the notice periods, and bears the signature of all the consumers entitled to the disclosures and right of rescission.

Printed forms for this purpose are prohibited, except as set forth on the Department's website in Subchapter I of this chapter (relating to Forms).

- (b) Printed forms may be used to the rights as provided for in §1201.164 of the Standards Act only if:
  - (1) (No change.)
  - (2) The basic form set forth on the Department's website in Subchapter I of this chapter is used; and
  - (3) (No change.)

## **SUBCHAPTER E. LICENSING**

### **§80.40. Security Requirements.**

- (a) For purposes of meeting the security requirements of §1201.105 of the Standards Act, "other security" means a deposit in a state or federally chartered bank or savings and loan association. If other security is posted, the other security must be maintained in or by a banking institution located in this state subject to a control agreement in the promulgated form set forth on the Department's website in Subchapter I of this chapter (relating to Forms). Such deposits are hereinafter referred to as security. If such security is reduced by a claim, the license holder shall, within twenty (20) calendar days, make up the deficit as required by §1201.109(c) of the Standards Act. No advance notice is required by the Department to the license holder, but the Department shall verify of the deposit.

(b) - (f) (No change.)

### **§80.41. License Requirements.**

(a) - (f) (No change.)

## **SUBCHAPTER F. ENFORCEMENT**

### **§80.70. Enforcement.**

(a) - (b) (No change.)

### **§80.71. Rules for Hearings.**

(a) - (g) (No change.)

### **§80.72. Sanctions and Penalties.**

(a) - (g) (No change.)

**§80.73. Procedures for Handling Consumer Complaints.**

(a) - (h) (No change.)

**SUBCHAPTER G. MANUFACTURES HOMEOWNERS' RECOVERY TRUST FUND**

**§80.80. Administration of Claims under the Manufactured Homeowners' Recovery Trust Fund.**

(a) The Director, before authorizing any party performing warranty work or providing other goods or services that are to be reimbursed from the Manufactured Homeowners' Recovery Trust Fund (the "Fund") to proceed, will require that an estimate be submitted on the form set forth on the Department's website ~~by the Department in Subchapter I of this chapter (relating to Forms)~~ properly completed and executed.

(b) - (f) (No change.)

**SUBCHAPTER H. STATEMENTS OF OWNERSHIP AND LOCATION**

**§80.90. Issuance of Statements of Ownership and Location.**

(a) - (e) (No change.)

(f) Updating of Statements of Ownership and Location on Manufactured Homes Transferred as Real Property.

(1) When a manufactured home has become real property because the owner completed the conversion process required by the Standards Act, the home may be sold, transferred, or encumbered as real property by the customary means used for real property transactions. As long as the home remains real property at the same location, ownership of the home is confirmed in the same manner as any other real property, rather than by verifying Department records. A new Statement of Ownership and Location does not have to be applied for until and unless:

(A) the ~~manufactured~~ home is moved from the to a new location specified on the statement of ownership and location;

(B) the current owner of the manufactured home wishes to convert it to personal property status; ~~or~~

(C) the use of the property is changed to business use or salvaged; or

(D)~~(E)~~ the manufactured home no longer meets the requirements to be classified as real property (such as the home being on property subject to a long term lease which is not assignable to the buyer or transferee).

(2) - (4) (No change.)

(g) - (i) (No change.)

**§80.91. Issuance of a Texas Seal.**

(a) Issuance of a Texas Seal requires the submittal of an application for SOL, the applicable fee and the fee for each Texas Seal issued.

~~(b) — A copy of the written disclosure required in §1201.455(a) must accompany the application for homes sold by a licensed retailer; and~~

~~(b)~~<sup>(e)</sup> A Texas Seal can only be issued to a home meeting the definition of a HUD Code manufactured home or a mobile home.

**§80.92. Inventory Finance Liens.**

(a) A lien and security interest on manufactured homes in the inventory of a retailer, as well as to any proceeds of the sale of those homes, is perfected by filing an inventory finance security form approved by ~~this the is~~ Department and in compliance with these sections. The required form ~~is~~ set forth on the Department's website in Subchapter I of this chapter (relating to Forms).

(b) (No change.)

**§80.93. Recording Tax Liens on Manufactured Homes.**

(a) Manually filed tax liens shall be filed with the Department using the form set forth on the Department's website in Subchapter I of this chapter (relating to Forms). No other form will be accepted for the manual filing of tax liens. The form must be properly completed.

(b) (No change.)

(c) When releasing a tax lien recorded with the Department via a tax certificate or tax paid receipt, the documentation must demonstrate the tax lien filed has been satisfied for the correct home.

~~(d)~~<sup>(e)</sup> For tax liens recorded after June 18, 2005, but prior to the rules that were effective on January 29, 2006, those tax liens relating to tax years prior to 2001 will be disregarded and will not be treated as having been recorded.

~~(e)~~<sup>(d)</sup> A tax collector may file as a central tax collector under a single taxing entity ID number, in which case the liens recorded or released under that taxing entity ID number will extend to all liens created for tax obligations to the taxing entity for which the filer collects. In order, however, to file as a central collector, the filer must complete and provide to the Department the form set forth on the Department's website in Subchapter I of this chapter. A single filing for multiple taxing entities must reflect the aggregate amount of the tax liabilities to which the filing relates.

**§80.94. Report to County Tax Assessor-Collectors and County Appraisal Districts.**

(No Change.)

**SUBCHAPTER I. FORMS**

**~~§80.100.—List of Forms.~~**

~~(a) — The following list is in numerical order with the forms located in subsection (b) of this section.~~

- ~~(1) — Application for Manufacturer’s License.~~
- ~~(2) — Application for Retailer, Broker, Installer and/or Rebuilder’s License.~~
- ~~(3) — Application for Retailer with Branch Locations License.~~
- ~~(4) — Application for Salesperson’s License.~~
- ~~(5) — Licensing Surety Bond.~~
- ~~(6) — Licensing Security Agreement.~~
- ~~(7) — Manufacturer’s Certificate of Origin (MCO).~~
- ~~(8) — Consumer Disclosure Statement.~~
- ~~(9) — Warranty and Disclosure for a Used Manufactured Home.~~
- ~~(10) — Retail Monitoring Checklist.~~
- ~~(11) — Consumer Notice of Licensed and Bonded Location.~~
- ~~(12) — Notice and Informed Consent to the Installation of a Used Manufactured Home on an Improperly Prepared Site.~~
- ~~(13) — Formaldehyde Notice.~~
- ~~(14) — Texas Inventory Finance Security Form.~~
- ~~(15) — Broker Disclosure Form.~~
- ~~(16) — Notice of Installation (Form T).~~
- ~~(17) — Installation Checklist.~~
- ~~(18) — Estimate for Reassigned Warranty Work.~~
- ~~(19) — Application for Statement of Ownership and Location.~~
- ~~(20) — Affidavit of Fact for Real Property.~~
- ~~(21) — Affidavit of Fact.~~
- ~~(22) — Affidavit of Error.~~
- ~~(23) — Affidavit of Fact for Right of Survivorship.~~
- ~~(24) — Addendum to Application for SOL.~~
- ~~(25) — Release or Foreclosure of Lien (Form B).~~
- ~~(26) — Statement of Inheritance (Form C).~~
- ~~(27) — Taxing Entity Application for Texas Seal (Form S).~~
- ~~(28) — Multiple Application Log (Form M).~~
- ~~(29) — Instructions to Third Party Closer.~~
- ~~(30) — Notice of Tax Lien/Release Form.~~
- ~~(31) — HUD Disclosure to Consumer Regarding Dispute Resolution.~~
- ~~(32) — CTC Account Request Form.~~
- ~~(33) — Site Preparation Notice for Used Homes Form.~~
- ~~(34) — Sample of Statement of Ownership and Location.~~
- ~~(35) — Application for License Renewal (other than a salesperson).~~
- ~~(36) — Right of Rescission Waiver Form.~~
- ~~(37) — List of Unlicensed Installers Form.~~

- ~~(38) — Notice of Installation (Form T) for Provisional Installer's License.~~
- ~~(39) — Notice of Intent to Acquire Ownership of an Abandoned Home.~~
- ~~(40) — Affidavit of Fact for Abandonment.~~
- ~~(41) — Disclosure to Consumer (Possible Need to Vacate Home if Financing does not Close).~~
- ~~(42) — Application for Salesperson's License Renewal.~~
- ~~(43) — Application for Continuing Education Provider.~~
- ~~(44) — Statement from Tax Assessor-Collector.~~
- ~~(45) — Consumer Disclosure Statement (Spanish Version).~~
- ~~(46) — HUD Required Installation Program Disclosure to Consumer.~~
- ~~(47) — Field Verification Inspection Request Form.~~
- ~~(48) — Adding or Deleting a Related Person to a License Record.~~

~~(b) — Forms.~~

- ~~(1) — Application for Manufacturer's License.~~
- ~~(2) — Application for Retailer, Broker, Installer and/or Rebuilder's License.~~
- ~~(3) — Application for Retailer with Branch Locations License.~~
- ~~(4) — Application for Salesperson's License.~~
- ~~(5) — Licensing Surety Bond.~~
- ~~(6) — Licensing Security Agreement.~~
- ~~(7) — Manufacturer's Certificate of Origin (MCO).~~
- ~~(8) — Consumer Disclosure Statement.~~
- ~~(9) — Warranty and Disclosure for a Used Manufactured Home.~~
- ~~(10) — Retail Monitoring Checklist.~~
- ~~(11) — Consumer Notice of Licensed and Bonded Location.~~
- ~~(12) — Notice and Informed Consent to the Installation of a Used Manufactured Home on an Improperly Prepared Site.~~
- ~~(13) — Formaldehyde Notice.~~
- ~~(14) — Texas Inventory Finance Security Form.~~
- ~~(15) — Broker Disclosure Form.~~
- ~~(16) — Notice of Installation (Form T).~~
- ~~(17) — Installation Checklist.~~
- ~~(18) — Estimate for Reassigned Warranty Work.~~
- ~~(19) — Application for Statement of Ownership and Location.~~
- ~~(20) — Affidavit of Fact for Real Property.~~
- ~~(21) — Affidavit of Fact.~~
- ~~(22) — Affidavit of Error.~~
- ~~(23) — Affidavit of Fact for Right of Survivorship.~~
- ~~(24) — Addendum to Application for SOL.~~
- ~~(25) — Release or Foreclosure of Lien (Form B).~~
- ~~(26) — Statement of Inheritance (Form C).~~
- ~~(27) — Taxing Entity Application for Texas Seal (Form S).~~
- ~~(28) — Multiple Application Log (Form M).~~
- ~~(29) — Instructions to Third Party Closer.~~
- ~~(30) — Notice of Tax Lien/Release Form.~~
- ~~(31) — HUD Disclosure to Consumer Regarding Dispute Resolution.~~
- ~~(32) — CTC Account Request Form.~~
- ~~(33) — Site Preparation Notice for Used Homes Form.~~
- ~~(34) — Sample of Statement of Ownership and Location.~~

- ~~(35) — Application for License Renewal (other than a salesperson).~~
- ~~(36) — Right of Rescission Waiver Form.~~
- ~~(37) — List of Unlicensed Installers Form.~~
- ~~(38) — Notice of Installation (Form T) for Provisional Installer's License.~~
- ~~(39) — Notice of Intent to Acquire Ownership of an Abandoned Manufactured Home.~~
- ~~(40) — Affidavit of Fact for Abandonment.~~
- ~~(41) — Disclosure to Consumer of Possible Need to Vacate Home if Financing does not close.~~
- ~~(42) — Application for Salesperson's License Renewal.~~
- ~~(43) — Application for Continuing Education Provider.~~
- ~~(44) — Statement from Tax Assessor-Collector.~~
- ~~(45) — Consumer Disclosure Statement (Spanish Version).~~
- ~~(46) — HUD Required Installation Program Disclosure to Consumer.~~
- ~~(47) — Field Verification Inspection Request Form.~~
- ~~(48) — Adding or Deleting a Related Person to a License Record.~~



**Agenda Action Item No. 5**

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

P. O. BOX 12489 Austin, Texas 78711-2489

(800) 500-7074, (512) 475-2200 FAX (512) 475-1109

Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

**AFFIDAVIT OF FACT FOR ABANDONMENT**  
*(Sworn Statement)*

**BLOCK 1: Home Information**

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Label # and/or Seal #: \_\_\_\_\_

**BLOCK 2: Statement of Facts**

I own the real property on which the manufactured home identified above is located. Such manufactured home has been continuously unoccupied for at least four (4) months. Any indebtedness secured by the manufactured home **is delinquent or related to a lease agreement between the owner of the real property and the owner of the home is considered delinquent.** I have made reasonable efforts to locate and give notice to all owners and lienholders of record with the Department that I am seeking to acquire ownership of this manufactured home pursuant to Tex. Occ. Code, **Section §** 1201.217, Manufactured Home Abandoned. The manufactured home has remained on the real property for at least forty-five (45) days after the date that each such notice was postmarked. As evidence that all notice requirements have been fulfilled and that I am entitled to a statement of ownership and location reflecting me as the owner of the manufactured home, I have attached a true and correct copy of each of the following documents:

- Each notice and the return receipt for certified mail that was sent to the following:
  - Each owner of the home at the address(es) on the statement of ownership and location records of the Department.
  - Each lienholder, including the county in which the home is located, and each holder of a recorded tax lien, on the statement of ownership and location records of the Department.
  - Each intervening owner of lien or equitable interest.
- Evidence that any indebtedness secured by the manufactured home is delinquent.
- Neither the affiant nor any person related or affiliated with them has now, or has ever, owned an interest in the manufactured home.
- For any certified mail for which the return receipt indicated that such mail was unclaimed or undeliverable, I have made a reasonable effort to determine the location of the party to whom such mail was addressed and, if I could locate an alternative address, I sent them the same notice at the alternative address by certified mail, and copies of the return receipts for such certified mail are attached.

I certify that my ownership of the above-described real property is duly recorded in the deed or real property records for the county where such property is located.

**BLOCK 3: Signatures (Notarization is REQUIRED)**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Before me personally appeared the person(s) whose signature(s) appear above, who by being sworn, upon oath, say that the statements set forth hereinabove are true and correct. Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
*(Name of Notary)*

\_\_\_\_\_  
*(Notary Public)*

\_\_\_\_\_  
*(Commission Expires)*

SEAL

*Notary Public State of Texas*

**IMPORTANT NOTICE OF INTENT**  
**TO ACQUIRE OWNERSHIP OF AN ABANDONED MANUFACTURED**  
**HOME**

**This notice must be sent by certified mail, return receipt requested, to the owner of record as reflected in the official records of the Texas Department of Housing and Community Affairs, Manufactured Housing Division (Department) of the manufactured home described below, all lienholders at the addresses listed on the home's statement of ownership and location on file with the Department, the tax collector for each taxing unit that imposes advalorem taxes on the real property where the home is located, and any intervening owners of liens or equitable interests and each lien holder, including any holder of a tax lien, reflected in the official records of the Texas Department of Housing and Community Affairs, Manufactured Housing Division, as of the date that this notice is sent.**

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**~~IMPORTANT NOTICE OF INTENT~~**  
**~~TO ACQUIRE OWNERSHIP OF AN ABANDONED MANUFACTURED~~**  
**~~HOME~~**

**RE: Manufactured Home with HUD label, Texas Seal and/or Serial Number(s) \_\_\_\_\_  
\_\_\_\_\_ (the "Home")**

**Name and address of owner(s) of record:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of 1<sup>st</sup> lienholder of record:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of any intervening owners  
of liens or equitable interest:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of 2<sup>nd</sup> lienholder of record:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of Tax Assessor-Collector  
where home is located:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dear \_\_\_\_\_:**

**The above-referenced Home is on my real property located at \_\_\_\_\_  
\_\_\_\_\_ and appears to have been abandoned. It has  
been continuously unoccupied for at least four months, and the following indebtedness, secured by the  
Home or related to a lease agreement between the owner of the real property and the owner of the  
home, is delinquent (insert description of indebtedness including holder/payee):**

\_\_\_\_\_  
\_\_\_\_\_

**It is my INTENT TO DECLARE THE HOME ABANDONED. All of the parties above have the right to remove the home from the above location for 45 days. Reasonable access to the home will be granted for 45 days to allow for removal. A person removing the home is responsible to the real property owner for any damage to the real property resulting from the removal of the home. Once the 45 days has elapsed ~~it is my intent forty-five (45) days from the date of this letter,~~ to declare the Home to be abandoned, if it has not been removed, and to apply to the Texas Department of Housing and Community Affairs, Manufactured Housing Division, for a Statement of Ownership and Location with respect to the Home, reflecting me to be the owner of the Home, free and clear of any liens, all in accordance with Tex. Occ. Code, §1201.217.**

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*(Printed Name of Real Property Owner)*

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*(Signature of Real Property Owner)*

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

MANUFACTURED HOUSING DIVISION

P. O. BOX 12489 Austin, Texas 78711-2489  
 (800) 500-7074, (512) 475-2200 FAX (512) 475-1109  
 Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

**APPLICATION FOR STATEMENT OF OWNERSHIP AND LOCATION**

The filing of an application for the issuance of a Statement of Ownership and Location, later than sixty (60) days after the date of a sale to a consumer for residential use, may result in a fee of up to one hundred dollars (\$100). Any such application that is submitted late may be delayed until the fee is paid in full.

**BLOCK 1: Transaction Identification**

<b>Type of Transaction</b>		<b>Regular or Priority Handling</b>	<b>(For Department Use Only) Coding:</b> Lien on file: Y / N Lienholder Code County Code: Right of Surv.: Y / N GF#:
<u>Personal Property Transaction</u> <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Lien Assignment <input type="checkbox"/> Other: _____	<u>Real Property Transaction</u> <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Update SOL <input type="checkbox"/> Other: _____	<input type="checkbox"/> <b>Regular Handling</b> Completed applications will be processed within 15 working days from date received.  <input type="checkbox"/> <b>Priority Handling Requested</b> An additional \$55 fee is included with payment to review application within 5 working days from date received.	

**BLOCK 2(a): Home Information (required)**

Manufacturer Name:		Model:	
Address:		Date of Manufacture:	
City, State, Zip:		Total Square Feet:	
License Number:		Wind Zone:	

	Label/Seal Number	Complete Serial Number	Weight	Size*	<i>*NOTE: Size must be reported as the outside dimensions (length and width) of the home as measured to the nearest 1/2 foot at the base of the home, exclusive of the tongue or other towing device.</i>
Section 1:				X	
Section 2:				X	
Section 3:				X	
Section 4:				X	

**2(b)** Is home being sold?  No  Yes  
 If yes, and **if there is/are no HUD Label(s) or Texas Seal(s)** on your home, a Texas Seal will need to be purchased and will be issued to each section of your home at an **additional cost** of \$35.00 per section.  
 Indicate which section(s) needs a Texas Seal(s): \_\_\_\_\_ (Single - \$35 Double - \$70 Triple - \$105)

**BLOCK 3: Home Location (required)**

Physical Location of Home: (or 911 address)	Physical Address (cannot be a Rt. or P. O. Box)					City	State	ZIP	County
Was home moved for this sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, include a copy of moving permit.						
Was Home Installed for this sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, provide installer information below, if known						
Installer Name, address and phone:									

**BLOCK 4: Ownership Information (required)**

<b>4(a) Seller(s) or Transferor(s)</b>		<b>4(b) Purchaser(s), Transferee(s), or Owner(s)</b>	
Name	License # if Retailer:	Name	License # if Retailer:
Name		Name	
Mailing Address		Mailing Address	
City/State/Zip		City/State/Zip	
Daytime Phone Number ( ) -		Daytime Phone Number ( ) -	

**4(c)** Date of sale, transfer or ownership change:

**4(d)** **Did the buyer trade in a home to purchase this home?  No  Yes** - If yes, the application transferring the ownership to the Retailer must be attached to this application. Provide the following information on the home traded in:  
 HUD Label \_\_\_\_\_, Serial No. \_\_\_\_\_

<b>HUD Label #:</b>	<b>Serial #:</b>	<b>GF# (for title co.):</b>
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**BLOCK 5: Right of Survivorship (if no box is checked, joint owners will NOT have right of survivorship)**

*If joint owners desire right of survivorship, check the applicable box below:*

**Husband and wife** will be the only owners and agree that the ownership of the above described manufactured home shall, from this day forward, be held jointly and in the event of death, shall pass to the surviving owner.

Joint owners are other than husband and wife, desire right of survivorship, **and** have attached a completed Affidavit of Fact for Right of Survivorship or other affidavits as necessary to meet the requirements of §1201.213 of the Standards Act.

**BLOCK 6: Personal/Real Property Election - Purchaser(s)/Transferee(s)/Owner(s) check one election type**

**Personal Property** – Applicant elects to treat this home as personal property. All documents affecting title to the home will be filed in the records of the Department.

**Real Property** – I (we) elect to treat this home as real property as (**one box must be checked**):

I (we) own the real property that the home is attached to.     I (we) have a qualifying long-term lease for the land that the home is attached to.

The applicant or their authorized representative is the holder or servicer of the loan.

I (We) understand that the home will not be considered to be real property until a certified copy of the SOL has been filed in the real property records of the county in which the home is located AND a copy stamped "Filed" has been submitted to the Department.

**Legal description for real property is attached (Example: Deed, title policy, or title commitment).**

If a title company, list your file or GF #: \_\_\_\_\_

**Inventory** – (**FOR RETAILER USE ONLY**) Retailer number must be provided in Block 4b if this election is checked.

**BLOCK 7: To Designate a Home as Non-Residential (Business Use) or Salvage**

**Home WILL NOT be used for residential use. Home is designated as:**

*Business Use* (means use other than a residential dwelling, such as storage)

*Salvage* (means scrapped, dismantled, or which the full insured value has been paid by an insurance company). A salvaged home may only be sold to or rebuilt by a licensed Retailer (subject to inspection and approval prior to construction).

**BLOCK 8(a): Liens – Will there be any liens on the home (other than a tax lien)?**     No     Yes **If yes, complete the below lien information.**

**Block 8(b): Lien Information**

Date of First Lien:		Date of Second Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/Zip:		City/State/Zip:	
Daytime Phone:		Daytime Phone:	

**BLOCK 9: Special Mailing Instructions**

<b>IF</b> a copy of an SOL is to be mailed to anyone other than the owner or lienholder of record (such as a closing agent), please provide that mailing address here.	Name:	
	Company:	
	Street Address:	
	City, State, Zip:	
	Area Code/Phone	

**BLOCK 10: Signatures Required (Notarization is Optional)**

10(a) Signatures of each seller/transferor	10(b) Signatures of each purchaser/transferee or owner
_____ <i>Signature of owner or authorized seller</i>  Sworn and subscribed before me this ____ day of _____, 20__  _____ <i>Signature of Notary</i> SEAL	_____ <i>Signature of purchaser/transferee or owner</i>  Sworn and subscribed before me this ____ day of _____, 20__  _____ <i>Signature of Notary</i> SEAL
_____ <i>Signature of owner or authorized seller</i>  Sworn and subscribed before me this ____ day of _____, 20__  _____ <i>Signature of Notary</i> SEAL	_____ <i>Signature of purchaser/transferee or owner</i>  Sworn and subscribed before me this ____ day of _____, 20__  _____ <i>Signature of Notary</i> SEAL

**10(c) For Lien Assignments Only**

_____ <i>Signature of authorized representative for previous lienholder</i>	_____ <i>Signature of authorized representative for new lender</i>
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