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**Texas Department of Housing and Community Affairs  
Manufactured Housing Board Meeting  
November 15, 2013**

Michael H. Bray, Chair

Anthony G. Burks, Member

Bob R. McCarn, Member

Sheila M. Vallés-Pankratz, Member

Donnie W. Wisenbaker, Member

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

**November 15, 2013**

**ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Michael H. Bray, Chair	_____	_____
Anthony G. Burks, Member	_____	_____
Bob R. McCarn, 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**  
**November 15, 2013 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 April 5, 2013. Chair
- Item 2. Presentation, discussion and action concerning the consideration of SOAH Proposal for Decision: In the Matter of the Complaint of TDHCA vs. Amado and Anallely Mondragon, Docket Number: 332-13-2365.MHD. Amy Morehouse  
*The Board may go into executive session for consultation with attorney on the above order pursuant to Sec. 551.071, Texas Government Code.*
- Item 3. Presentation, discussion and action for approval of Texas Manufactured Housing Association request for approval to continue as a Continuing Education Provider. Jim Hicks
- Item 4. Presentation, discussion and action to approve the FY 2014 Operating Budget. Kassu Asfaw
- Item 5. Presentation, discussion and action to approve the execution of amendment to the Administrative Services Agreement for FY 2014 between the Manufactured Housing Division and TDHCA. Kassu Asfaw
- Item 6. 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 7. Presentation, discussion and action to approve the proposed Application for Retailer License Exemption form. Joe Garcia

**REPORT ITEMS**

1. Executive Director's Report to include issues relating 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 relating to the executive director's performance evaluation and compensation review 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.*

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

On Friday, April 5, 2013, at 10:35 a.m., there was a regular meeting of the Manufactured Housing Board (the "Board") at the Rusk State Office Building, 208 E. 10th Street, Room 320, Austin, Texas. Michael Bray presided. Sheila Vallés-Pankratz and Donnie Wisenbaker constituting a quorum, attended. Anthony Burks and Bob McCarn were absent. The following Manufactured Housing Division (the "MHD") staff were present: Joe Garcia, Amy Morehouse and Sharon Choate. Sandy Donoho and Nicole Kludt from the Texas Department of Housing and Community Affairs (other than the MHD) were present.

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

Michael Bray asked for a motion to approve the minutes from of the board meeting on October 12, 2012. Upon motion of Sheila Vallés-Pankratz, duly seconded by Donnie Wisenbaker, the motion was unanimously approved.

Joe Garcia presented and discussed for approval the proposed revisions to the Application for Statement of Ownership and Location and Release or Foreclosure of Lien form. Upon motion of Donnie Wisenbaker, duly seconded by Sheila Vallés-Pankratz, the motion was unanimously approved.

Sandy Donoho delivered the presentation of the internal audit of the Manufactured Housing Division. Upon motion of Sheila Vallés-Pankratz, duly seconded by Donnie Wisenbaker, 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, June 21, 2013.

There being no further business to come before the board, the meeting was adjourned at 11:00 a.m.

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Sharon Choate, Secretary

Approved:

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Michael Bray, Presiding Chair



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**MANUFACTURED HOUSING DIVISION**

**Rick Perry**  
GOVERNOR

**Joe A. Garcia**  
EXECUTIVE DIRECTOR

**Board Members**

*Presiding Officer*, Michael H. Bray  
Anthony Burks  
Donnie W. Wisenbaker  
Bob R. McCarn  
Sheila M. Valles-Pankratz

*Agenda Action Item No. 2*

**TO:** Governing Board of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs

**FROM:** Amy Morehouse, General Counsel

**THROUGH:** Joe A. Garcia, Executive Director

**SUBJECT:** Summary of Proposal for Decision regarding revocation of Statement of Ownership and Location, Certificate No. MH00439198

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**Respondent:** Amado and Anallely Mondragon  
**Statement of Ownership and Location:** MH00439198  
**Docket Number:** 332-13-2365.MHD

**Background**

On May 11, 2012, a Statement of Ownership and Location (SOL) was issued transferring ownership of a manufactured home identified by Label Number TXS0585352 and Serial Number W2006 to Amado Mondragon and Anallely Mondragon. (Certificate No. MH00439198) The application for this Statement of Ownership and Location contained a bill of sale from the original owner, Gary Phillips, to Vanessa Lerma; and a second application transferring the home from Vanessa Lerma to Amado and Anallely Mondragon. It was allegedly signed by all parties, including Vanessa Lerma. The Application for this SOL indicated that the manufactured home was being transferred as a gift.

On or about October 11, 2012, Vanessa Lerma sent a sworn affidavit of fact stating that her signature on the above application for Statement of Ownership and Location was fraudulent, and she never transferred the manufactured home in question to Amado Mondragon and Anallely Mondragon, and she was currently in possession of the manufactured home.

Additional evidence received from Vanessa Lerma was a bill of sale transferring the manufactured home in question to her from Gary Phillips for the purchase price of \$8,000.00 on March 28, 2011 free of all liens. She also provided a copy of a cashier's check in the amount of \$8,000.00 purchased by her, Vanessa Lerma, and provided to Picco Coatings by certified mail on March 26, 2011.

Based on this evidence the Department issued a Notice of Revocation of the Statement of Ownership and Location on October 19, 2012. Anallely Mondragon-Correa disputed this revocation based on the fact that allegedly her father loaned Vanessa Lerma the \$8,000.00 to purchase the manufactured home and there was a verbal agreement to transfer the manufactured home to her father.

The Department requested tangible proof that a loan or a transfer of the manufactured home occurred, such as bank statements, a loan contract or a contract transferring ownership of the manufactured home from Vanessa Lerma to the Mondragons. No additional tangible documentation was provided demonstrating a transfer of ownership or a lien of \$8,000.00 for the purchase of the manufactured home from the Mondragons. However, Ms. Lerma did produce a copy of her 2010 tax return check in the amount of \$8243.00, which she stated was used to purchase the manufactured home.

Pursuant to TEX. OCC. CODE ANN. § 1201.207(c) in order to issue a subsequent statement of ownership and location transferring ownership of the home, all parties reflected in the Department's records must give their written consent or release their lien in writing or by operation of law. Based on Vanessa Lerma's lack of consent to transfer the ownership of the manufactured home the Statement of Ownership and Location in question should be revoked.

### **Applicable Law**

TEX. OCC. CODE ANN. § 1201.207(c) states that if the department has issued a statement of ownership and location for a manufactured home, the department may issue a subsequent statement of ownership and location for the home only if all parties reflected in the department's records as having an interest in the manufactured home give their written consent or release their interest, either in writing or by operation of law.

TEX. OCC. CODE ANN. § 1201.209(1) and (2) states that the Department may refuse to issue a statement of ownership and location and may revoke a statement of ownership and location if the application for issuance of the statement of ownership and location contains a false or fraudulent statement, the applicant failed to provide information required by the director, or the applicant is not entitled to issuance of the statement of ownership and location; and the director has reason to believe that the manufactured home is stolen or unlawfully converted, or the issuance of a statement of ownership and location would defraud the owner or a lienholder of the manufactured home.

### **Hearing before the State Office of Administrative Hearings**

After proper notice, an administrative hearing was held on March 12, 2013. On May 15, 2013, an Administrative Law Judge (ALJ) at the State Office of Administrative Hearings (SOAH) issued the attached Proposal for Decision (PFD) as a result of that hearing. The Department staff is in agreement with the Findings of Fact and Conclusions of Law in this PFD.

### **Proposal for Decision**

The Proposal for Decision dated May 15, 2013, recommends that the Department revoke the Statement of Ownership and Location issued to Amado and Anallely Mondragon.

### **Recommendation**

It is recommended that the Board approve the following administrative action and issue the attached Final Order which is supported by the record and the PFD. This Final Order will revoke Statement of Ownership and Location, Certificate No. MH00439198, based on the facts and conclusions of law found in this case.



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**MANUFACTURED HOUSING DIVISION**

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**Rick Perry**  
GOVERNOR

**Joe A. Garcia**  
EXECUTIVE DIRECTOR

**Board Members**

*Presiding Officer*, Michael H. Bray  
Anthony G. Burks  
Sheila M. Vallés-Pankratz  
Donnie W. Wisenbaker

*Agenda Action Item No. 3*

**TO:** Governing Board of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs

**FROM:** Jim R. Hicks, Consumer Protection Manager

**THROUGH:** Joe A. Garcia, Executive Director

**SUBJECT:** Texas Manufactured Housing Association Request for Approval to Continue as a Continuing Education Provider

**DATE:** November 4, 2013

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Texas Manufactured Housing Association (“TMHA”) is currently approved as a Continuing Education Provider offering online classes and in person classes through January 17, 2014. TMHA has been an approved provider since April 27, 2004. TMHA satisfies the statutory requirements regarding providing continuing education as set forth in Section 1201.113 of the Texas Occupations Code. Changes to the course include updated laws and rules as well as new instructors and content to its in person classes.

Management has reviewed the renewal submission, materials, and online course of TMHA and recommends that its request be approved.

Texas Department of Housing and Community Affairs  
 Historical Budget Analysis  
 Manufactured Housing Division  
 For FY 2014 and 2013

Agenda Action Item No. 4

**D R A F T**

Budget Categories	FY 14 Budget (a)	FY 13 Budget (b)	Variance (a-b)	Percentage Change
Salaries and Wages	3,491,533	3,651,484	\$ (159,951)	-4%
Payroll Related Costs	733,221	620,752	112,469	18%
Travel In-State	300,000	396,325	-96,325	-24%
Travel Out-of State	0	0	0	0%
Home Owner Consumer Claims ( Rider # 13 )	300,000	400,000	-100,000	-25%
Professional Fees	37,000	70,000	-33,000	-47%
Materials and Supplies	100,000	200,000	-100,000	-50%
Repairs/Maintenance	130,484	150,000	-19,516	-13%
Printing and Reproduction	30,000	30,000	0	0%
Rental/Lease	132,000	146,523	-14,523	-10%
Membership Dues	1,000	1,000	0	0%
Staff Development	28,000	38,000	-10,000	-26%
Texas Online	19,120	19,120	0	0%
Employee Tuition	1,000	1,000	0	0%
Advertising	1,000	1,500	-500	-33%
Freight/Mail Delivery	10,000	10,200	-200	-2%
Temporary Help	65,000	75,000	-10,000	-13%
Furniture/Equipment	99,410	100,000	-590	-1%
Communications/Utilities	75,000	185,000	-110,000	-59%
Capital Outlay - Computers/Server	78,600	200,000	-121,400	-61%
State Office of Risk Management	10,000	10,000	0	0%
Subtotal	5,642,368	6,305,904	(663,536)	-11%
Indirect Support	512,127	512,127	-	0%
Total Manufactured Housing *	<b>\$ 6,154,495</b>	<b>\$ 6,818,031</b>	<b>\$ (663,536)</b>	<b>-10%</b>
FTE's	64	64	-	0%
<b>Method of Finance:</b>				
General Revenue	19,120	19,120	-	0%
Appropriated Receipts	5,835,375	6,498,911	(663,536)	-10%
Federal Funds	300,000	300,000	-	0%
Total Method of Finance	<b>\$ 6,154,495</b>	<b>\$ 6,818,031</b>	<b>\$ (663,536)</b>	<b>-10%</b>

\* NOTE: Breakdown of the Total Budget:

- \$ 4,909,147 - Total Direct Strategies Appropriations to MHD
  - \$ 733,221 - Payroll related costs - an indirect appropriation, which is a state-wide allocation by the Comptroller; it's included here for assessment or information purposes.
  - \$ 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 purposes.
- \$6,154,495**



**Texas Department of Housing and Community Affairs  
 Manufactured Housing Division  
 Operating Budget Allocation to Direct Strategies  
 For FY 2014**

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	\$ 3,491,533	1,295,120	1,197,870	998,543		\$ 3,491,533
Payroll Related Costs	733,221	256,627	249,295	227,299	-	733,221
Travel In-State	300,000	11,000	284,000	5,000	-	300,000
Travel Out-of State	0	0			-	0
Home Owner Consumer Claims ( Rider # 13 )	300,000	0	0	300,000	-	300,000
Professional Fees	37,000	12,950	12,580	11,470	-	37,000
Materials and Supplies	100,000	35,000	34,000	31,000	-	100,000
Repairs/Maintenance	130,484	45,669	44,365	40,450	-	130,484
Printing and Reproduction	30,000	18,400	2,000	9,600	-	30,000
Rental/Lease	132,000	108,689	6,000	17,311	-	132,000
Membership Dues	1,000	370	340	290	-	1,000
Registration Fees	28,000	9,800	9,520	8,680	-	28,000
Texas Online	19,120	0	0	0	19,120	19,120
Employee Tuition	1,000	360	330	310	-	1,000
Advertising	1,000	700	150	150	-	1,000
Freight/Delivery	10,000	3,500	3,400	3,100	-	10,000
Temporary Help	65,000	38,111	13,444	13,445	-	65,000
Furniture/Equipment	99,410	34,794	33,799	30,817	-	99,410
Communications/Utilities	75,000	26,250	25,500	23,250	-	75,000
Capital Outlay - Computers/Server	78,600	27,510	26,724	24,366	-	78,600
State Office of Risk Management	10,000	3,700	3,400	2,900	-	10,000
	<b>\$ 5,642,368</b>	<b>\$ 1,928,550</b>	<b>\$ 1,946,717</b>	<b>\$ 1,747,981</b>	<b>\$ 19,120</b>	<b>\$ 5,642,368</b>

FTE's 64 29 19.6 15.4 64

**Method of Finance:**

	General Revenue	Appropriated Receipts	Federal Funds	Total
Strategy One	1,928,550	0	1,928,550	1,928,550
Strategy Two	1,946,717	0	200,000	1,946,717
Strategy Three	1,747,981	0	100,000	1,747,981
Strategy Four	19,120	19,120	0	19,120
	<b>\$ 5,642,368</b>	<b>\$ 19,120</b>	<b>\$ 300,000</b>	<b>\$ 5,642,368</b>

**Indirect Support:**

	F.1.1.	F.1.2.	F.1.3.	Total
Financial Administration	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>\$ 179,075</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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**Exhibit A**

**Manufactured Housing  
Administrative Support Schedule  
Fiscal Year 2014**

	<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>

**Manufactured Housing Division  
Revenue Summary and Projections  
For FY 2014-13**

<b>FEE TYPE</b>	<b>FY 2014 Projected (c)</b>	<b>FY 2013 Act/Est. (d)</b>	<b>Variance (c-d)</b>	<b>Percentage Change</b>
Training	109,537	109,537	-	0%
SOL - Titles	3,300,000	3,240,205	59,795	2%
Licenses	765,000	702,485	62,515	9%
Inspections	1,153,674	1,153,674	-	0%
Admin. Penalties	5,946	5,946	-	0%
Public Information	1,816	1,816	-	0%
Reimbursement - HORTF	150,000	92,123	57,877	63%
Returned Check Charge	-	-	-	0%
	<b>5,485,973</b>	<b>5,305,786</b>	<b>180,187</b>	<b>3%</b>
Federal Fund	<b>604,558</b>	<b>544,110</b>	60,448	11%
<b>Total</b>	<b>\$ 6,090,531</b>	<b>\$ 5,849,896</b>	<b>\$ 240,635</b>	<b>4%</b>

*\* Note: The assumptions for FY 2014 revenues use the actual/estimates for FY 2013 and modified historical trends.*

**Texas Department of Housing and Community Affairs  
Manufactured Housing Division  
Budget and Expense Status  
September 1, 2012 - August 31, 2013  
For FY 2013**

Budget Categories	Annual Budget (a)	*1 YTD Act/Est. Expenses Sep - Aug (b)		Remaining Budget As of August	Remaining Budget Not Used %
Salaries and Wages	3,651,484	\$	3,072,158	579,326	16%
Payroll Related Costs	620,752		619,000	1,752	0%
Travel In-State	396,325		293,073	103,252	26%
Travel Out-of State	0		0	0	0%
Home Owner Consumer Claims ( Rider # 13 )	400,000		99,880	300,120	75%
Professional Fees	70,000		41,636	28,364	41%
Materials and Supplies	200,000		84,000	116,000	58%
Repairs/Maintenance	150,000		96,000	54,000	36%
Printing and Reproduction	30,000		6,491	23,509	78%
Rental/Lease	146,523		146,412	111	0%
Membership Dues	1,000		264	736	74%
Saff Development	38,000		2,400	35,600	94%
Texas Online	19,120		16,800	2,320	12%
Employee Tuition	1,000		0	1,000	100%
Advertising	1,500		0	1,500	100%
Freight/Mail Delivery	10,200		7,850	2,350	23%
Temporary Help	75,000		824	74,176	99%
Furniture/Equipment	100,000		13,719	86,281	86%
Communications/Utilities	185,000		74,566	110,434	60%
Capital Outlay	200,000		72,000	128,000	64%
State Office of Risk Management	10,000		9,988	12	0%
Subtotal	6,305,904		4,657,061	1,648,843	26%
Indirect Support	512,127		450,000	62,127	12%
<b>Total Manufactured Housing</b>	<b>\$ 6,818,031</b>	<b>\$</b>	<b>5,107,061</b>	<b>\$ 1,710,970</b>	<b>25%</b>

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

*Agenda Action Item No. 5*

**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, 2013 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, **2013** and shall continue in full force and effect until August 31, **2014**, 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 Chapter 2306 once appointed, may terminate this Agreement prior to the August 31, **2014** 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 Executive Director  
[Tim.Irvine@tdhca.state.tx.us](mailto:Tim.Irvine@tdhca.state.tx.us)  
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  
[Joe.Garcia@tdhca.state.tx.us](mailto:Joe.Garcia@tdhca.state.tx.us)  
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**

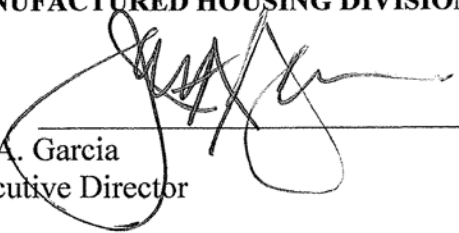
The article and section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement. Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Schedules and 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, 2013.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

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

**MANUFACTURED HOUSING DIVISION**

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

MEMBERS OF THE TEXAS MANUFACTURED HOUSING BOARD:

---

**Michael Bray, Chairman**

---

**Sheila M. Valles-Pankratz, Member**

---

**Anthony G. Burks, Member**

---

**Donnie W. Wisenbaker, Member**

**ADMINISTRATIVE SERVICES AGREEMENT AND COST REIMBURSEMENT AGREEMENT**

**Exhibit A**

**Manufactured Housing  
Administrative Support Schedule  
Fiscal Year 2014**

	<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>

## *Agenda Action Item No. 6*

### **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, 80.32, 80.36, 80.40 and 80.41 relating to the regulation of the manufactured housing program. The rules are revised to comply with House Bill 944 and House Bill 3361 (83rd Legislature, 2013 regular session) that amends the Manufactured Housing Standards Act and for clarification purposes.

Section 80.3(a): The retailer's branch location license and rebuilders license fees are removed and a fee for reprinted licenses is added to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.3(c): Made a correction to the name of the Application for Statement of Ownership and Location.

Section 80.3(h): Changed rebuilder references to retailer to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.32(e): Reworded to remove rebuilder reference to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.32(r) and (s): Removed branch location reference to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.36: Changed rebuilder reference in title of section to retailer to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.36(b): Changed rebuilder reference in title of subsection to retailer to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.40(b): Removed rebuilder reference to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.41(e)(4): Added fingerprints and criminal history check rule to comply with amendments to the Manufactured Housing Standards Act in HB 3361 (83rd Legislature, 2013 regular session).

Section 80.41(g): Added a rule for exemption of requiring a retailer's license for a one-time sale of up to three (3) manufactured homes in a 12-month period to comply with amendments to the Manufactured Housing Standards Act in HB 944 (83rd Legislature, 2013 regular session).

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 sections are 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 amendments have been reviewed by legal counsel and found to be within the agency's legal authority to adopt.

# Proposed Manufactured Housing Rules

(To Comply with Changes in 83rd Legislature, 2013)

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

## TABLE OF CONTENTS

<b>SUBCHAPTER A. CODES, STANDARDS, TERMS, FEES AND ADMINISTRATION .....</b>	<b>1</b>
§80.1. TEXAS MANUFACTURED HOUSING STANDARDS CODE. ....	1
§80.2. DEFINITIONS.....	1
§80.3. FEES. ....	1
§80.4. ADVISORY COMMITTEE.....	2
<b>SUBCHAPTER B. INSTALLATION STANDARDS AND DEVICE APPROVALS .....</b>	<b>2</b>
§80.20. REQUIREMENTS FOR MANUFACTURER'S DESIGNS AND INSTALLATION INSTRUCTIONS. ....	2
§80.21. REQUIREMENTS FOR THE INSTALLATION OF MANUFACTURED HOMES.....	2
§80.22. GENERIC STANDARDS FOR MOISTURE AND GROUND VAPOR CONTROLS. ....	2
§80.23. GENERIC STANDARDS FOR FOOTERS AND PIERS.....	2
§80.24. GENERIC STANDARDS FOR ANCHORING SYSTEMS. ....	2
§80.25. GENERIC STANDARDS FOR MULTI-SECTION CONNECTIONS STANDARDS.....	2
§80.26. REGISTRATION OF STABILIZING COMPONENTS AND SYSTEMS. ....	3
<b>SUBCHAPTER C. LICENSEES' RESPONSIBILITIES AND REQUIREMENTS.....</b>	<b>3</b>
§80.30. ALL LICENSEES' RESPONSIBILITIES.....	3
§80.31. MANUFACTURERS' RESPONSIBILITIES AND REQUIREMENTS. ....	3
§80.32. RETAILERS' RESPONSIBILITIES AND REQUIREMENTS. ....	3
§80.33. INSTALLERS' RESPONSIBILITIES AND REQUIREMENTS.....	3
§80.34. BROKERS' RESPONSIBILITIES AND REQUIREMENTS.....	3
§80.35. SALESPERSON'S RESPONSIBILITIES AND REQUIREMENTS. ....	3
§80.36. RETAILER'S REBUILDING RESPONSIBILITIES AND REQUIREMENTS.....	3
§80.37. CORRECTION REQUIREMENTS. ....	4
§80.38. RIGHT TO ADVANCE COPY OF CERTAIN DOCUMENTS. ....	4
<b>SUBCHAPTER D. LICENSING.....</b>	<b>4</b>
§80.40. SECURITY REQUIREMENTS. ....	4
§80.41. LICENSE REQUIREMENTS.....	4
<b>SUBCHAPTER E. ENFORCEMENT.....</b>	<b>5</b>
§80.70. ENFORCEMENT. ....	5
§80.71. RULES FOR HEARINGS. ....	5
§80.72. SANCTIONS AND PENALTIES. ....	6
§80.73. PROCEDURES FOR HANDLING CONSUMER COMPLAINTS. ....	6
<b>SUBCHAPTER F. MANUFACTURES HOMEOWNERS' RECOVERY TRUST FUND .....</b>	<b>6</b>
§80.80. ADMINISTRATION OF CLAIMS UNDER THE MANUFACTURED HOMEOWNERS' RECOVERY TRUST FUND. ....	6
<b>SUBCHAPTER G. STATEMENTS OF OWNERSHIP AND LOCATION .....</b>	<b>6</b>
§80.90. ISSUANCE OF STATEMENTS OF OWNERSHIP AND LOCATION.....	6
§80.91. ISSUANCE OF A TEXAS SEAL.....	6
§80.92. INVENTORY FINANCE LIENS. ....	6
§80.93. RECORDING TAX LIENS ON MANUFACTURED HOMES. ....	6
§80.94. REPORT TO COUNTY TAX ASSESSOR-COLLECTORS AND COUNTY APPRAISAL DISTRICTS. ....	6



## 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) License Fees and Renewal Fees:

(1) \$850 for each manufacturer's plant license;

(2) \$550 for each retailer's sales license;

~~(3) \$550 for each retailer's branch location sales license;~~

~~(4) \$550 for each rebuilder's license;~~

~~(3)(5)~~ \$350 for each broker's license;

~~(4)(6)~~ \$350 for each installer's license; ~~and~~

~~(5)(7)~~ \$200 for each salesperson's license; ~~and-~~

(6) \$25.00 for each reprint of a license.

(b) Installation Fees:

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

(c) Seal Fee: Except for an application by a tax appraiser or a tax assessor-collector, for which there is no fee, there is a fee of \$35 for the issuance of a Texas Seal for one manufactured home section. Any person who sells, exchanges, lease purchases, or offers for sale, exchange, or lease purchase one or more sections of used HUD-Code manufactured homes manufactured after June 15, 1976, that do not each have a HUD label affixed, or one or more sections of a used mobile home manufactured prior to June 15, 1976, that do not each have a Texas Seal affixed shall file an Application for Statement of Ownership and Location ~~application for statement and location~~ to the Department for a Texas Seal and issuance of an updated Statement of Ownership and Location. The application shall be accompanied by the seal fee of \$35 per section made payable to the Department.

(d) - (g) (No change.)

- (h) There is a fee of \$200 for the plan review and inspection of a salvaged manufactured home which is to be rebuilt. The purpose of the inspection is to determine if the home is habitable as defined by §1201.453 of the Standards Act so that it may be designated for residential use.
- (1) The fee and required notification shall be submitted in accordance with §80.36 of this chapter (relating to Retailer's Rebuilding Rebuilder's Responsibilities and Requirements).
  - (2) The ~~retailer~~rebuilder shall also be charged for mileage and per diem incurred by Department personnel traveling to and from the location of the home.
  - (3) The Department shall invoice the ~~retailer~~rebuilder for the charges incurred, and no Statement of Ownership and Location shall be issued until all charges and fees have been paid.

(i) - (n) (No change.)

**§80.4. Advisory Committee.**

(No change.)

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

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

(No change.)

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

(No change.)

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

(No change.)

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

(No change.)

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

(No change.)

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

(No change.)

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

(No change.)

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

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

(No change.)

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

(No change.)

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

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

(e) For each home altered or rebuilt from salvage a retailer shall retain the documentation required for rebuilding a ~~rebuilder~~ manufactured home that is declared salvaged.

(f) - (q) (No change.)

(r) 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) 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.

(t) - (v) (No change.)

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

(No change.)

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

(No change.)

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

(No change.)

**§80.36. Retailer's Rebuilding ~~Rebuilders~~ Responsibilities and Requirements.**

(a) (No change.)

(b) The ~~retailer~~~~rebuilder~~ must:

(1) - (7) (No change.)

(c) - (d) (No change.)

**§80.37. Correction Requirements.**

(No change.)

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

(No change.)

**SUBCHAPTER D. LICENSING**

**§80.40. Security Requirements.**

(a) (No change.)

(b) Any other security provided for compliance with §1201.105 of the Standards Act, shall remain in place and subject to a control agreement in favor of the Department for two (2) years after the person ceases doing business as a manufacturer, retailer, broker, ~~rebuilder~~, or installer, or until such later time as the director may determine that no claims exist against the other security. The Director may consent to the substitution of a bond or a different qualifying deposit for other security provided that in the event a bond is filed to replace the assigned security, the initial effective date of the bond is the same or prior to the date of the assignment of security.

(c) - (f) (No change.)

**§80.41. License Requirements.**

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

(e) License Application and Renewal.

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

(4) Fingerprints and Criminal History Check

(A) Prior to initial application on or after September 1, 2013 or the first renewal of a license expiring on or after September 1, 2013, license applicants must submit a complete and legible set of fingerprints to a vendor approved by the Department of Public Safety, for the purpose of a criminal background check, which will be provided to the Department.

(B) The license applicant shall be responsible for the cost.

(f) (No change.)

(g) Exemption for Retailer's License Requirement

(1) Application for Exemption of Retailer's License Requirement

(A) A person requesting exemption from the Retailer's licensing requirement of Section 1201.101(b) of the Occupations Code, shall submit the required application outlining the circumstances under which they are requesting exemption from licensure.

(B) Applications should identify the HUD label or serial number(s) of the homes being sold under exemption;

(C) Applications will be processed within (7) business day after receipt of all required information.

(2) The circumstances under which this exemption is granted are:

(A) One-time sale of up to three (3) manufactured homes in a 12-month period as personal property;

(B) Non-profit entity transferring ownership of up to three (3) manufactured homes in a 12-month period;

(C) No other manufactured homes have been purchased and resold in the previous 12 months, even with a previous exemption; and/or

(D) Other circumstances deemed appropriate by the Executive Director.

(3) Letter of Exemption

(A) Once granted, a Letter of Exemption from licensure will be issued by the Executive Director to the applicant.

(B) Letter of Exemption is valid only for the manufactured home(s) specified.

(C) Letter of Exemption is valid only for 12 months.

**SUBCHAPTER E. ENFORCEMENT**

***§80.70. Enforcement.***

(No change.)

***§80.71. Rules for Hearings.***

(No change.)

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

(No change.)

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

(No change.)

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

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

(No change.)

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

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

(No change.)

**§80.91. *Issuance of a Texas Seal.***

(No change.)

**§80.92. *Inventory Finance Liens.***

(No change.)

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

(No change.)

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

(No change.)

**Agenda Action Item No. 7**

Texas Department of Housing and Community Affairs

**MANUFACTURED HOUSING DIVISION**

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

(877) 313-3023 FAX (512) 475-3506

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

**APPLICATION FOR RETAILER LICENSE EXEMPTION**

*Eligibility is limited to those persons NOT in the business of buying manufactured homes for resale.*

**BLOCK 1: Applicant Information**

Name(s) of Homeowner:						
Mailing Address:						
City:		State:		ZIP:		
Phone:		Email:				

**I am applying for the exemption from licensure for the following reason:**

- One-time sale of real or personal property     Non-profit entity is transferring ownership
- Other (Explain or attach explanation): \_\_\_\_\_

**BLOCK 2: Home Information (Required):**

HOME #1	Label/Seal Number	Complete Serial Number			
Section 1:					
Section 2:					
Section 3:					
Physical Address:		City:		ZIP:	
HOME #2	Label/Seal Number	Complete Serial Number			
Section 1:					
Section 2:					
Section 3:					
Physical Address:		City:		ZIP:	
HOME #3	Label/Seal Number	Complete Serial Number			
Section 1:					
Section 2:					
Section 3:					
Physical Address:		City:		ZIP:	

**BLOCK 3: Certification (Notarization Required)**

<p>I certify that I am not in the business of buying and reselling manufactured homes and that the information above is true and correct.</p> <p>_____</p> <p style="text-align: center;"><i>Signature of Applicant</i></p> <p>_____</p> <p style="text-align: center;"><i>Signature of Applicant</i></p>	<p style="text-align: center;">Sworn and subscribed before me this _____ day of _____, 20____ <span style="margin-left: 100px;"><i>month</i></span> <span style="margin-left: 100px;"><i>year</i></span></p> <p>_____</p> <p style="text-align: center;"><i>Signature of Notary</i></p> <p>_____ Seal _____</p> <p style="text-align: center;"><i>Typed Name of Notary</i> <span style="margin-left: 100px;"><i>Date Commission Expires</i></span></p>
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