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**Texas Department of Housing and Community Affairs**  
**Manufactured Housing Board Meeting**  
**November 16, 2007**

Valeri Stiers Malone, Chair

Carlos Amaral, Member

Michael H. Bray, Member

Kimberly A. Shambley, Member

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

**November 16, 2007**

**ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Valeri Stiers Malone, Chair	_____	_____
Carlos Amaral, Member	_____	_____
Michael H. Bray, Member	_____	_____
Kimberly A. Shambley, Member	_____	_____
Number Present	_____	
Number Absent		_____

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

**MANUFACTURED HOUSING BOARD MEETING**  
**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**State Insurance Annex, 221 E. 11<sup>th</sup> Street, Room 116**  
**Austin, Texas 78701**  
**November 16, 2007      10:00 a.m.**

**AGENDA**

**CALL TO ORDER, ROLL CALL**  
**CERTIFICATION OF QUORUM**

Chair  
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 possible action to approve the minutes of the board meeting of August 16, 2007.  | Chair      |
| Item 2. | Presentation, discussion and consideration to approve extending PSIA, Inc./TXMHS as a Continuing Education Provider for classroom course from January 1, 2008 through December 31, 2008. | Jim Hicks  |
| Item 3. | Consideration and possible action to approve the revisions to the proposed rules and adoption of the proposed and repealed Chapter 80 for publication as adopted in the Texas Register.  | 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 review of applications for the Executive Director's vacated position 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, 221 E. 11<sup>th</sup> Street, Austin, Texas 78701, 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 Thursday, August 16, 2007, at 2:00 p.m., there was a regular meeting of the Manufactured Housing Board (the "Board") in Room 116 of the State Insurance Annex Building, 221 East 11<sup>th</sup> Street, Austin, Texas. Valeri Stiers Malone presided. Carlos Amaral, and Michael Bray, constituting a quorum, were in attendance. Kimberly Shambley and Frances Shannon were absent. The following Manufactured Housing Division (the "MHD") staff were present: Tim Irvine, Kassu Asfaw, Cindy Bocz, Verna Boswell, Sharon Choate, Joe Garcia, Jim Hicks, and Heidi Maldonado. From the Texas Department of Housing and Community Affairs (other than the MHD) Elena Peinado was present.

Ms. Malone called the roll, confirmed the presence of a quorum, and asked for a motion to approve the minutes from the board meeting on July 20, 2007. Upon motion of Carlos Amaral, duly seconded by Michael Bray, the minutes of the previous meeting were unanimously approved.

Ms. Malone provided a summary of the meeting held by the Advisory Committee on Installations and that the committee did not find any new issues to address at this time. Ms. Malone recommended approval to post the installation rules as drafted. Upon motion of Michael Bray, duly seconded by Carlos Amaral, the Board unanimously adopted the following resolution:

*" **RESOLVED**, that the Board acknowledges receipt of the report of the Advisory Committee on Installations for installation-related rules and accepts recommendation to post the installation rules without substantive changes to the draft rules."*

Tim Irvine presented a recommendation that 10 TAC, Chapter 80 be posted for repeal and that proposed new 10 TAC, Chapter 80 be proposed for public comment. Upon motion of Carlos Amaral, duly seconded by Michael Bray, the Board unanimously adopted the following resolution:

*"**RESOLVED**, that the Joe Garcia, Cindy Bocz, Sharon Choate and each of them be and they hereby are authorized and empowered, for and on behalf of this Board, to cause proposed rules to implement the Manufactured Housing Standards Act, as amended by HB 1460, to be published in the Texas Register for comment, and*

***FURTHER RESOLVED**, that they and each of them hereby are authorized, empowered and directed, once such rules have been published for comment, to convene and hold a public hearing in accordance with Texas Occupations Code, Section 1201.054, and*

***FURTHER RESOLVED**, that such rules, as they are to be published, shall be in substantially the form presented to this meeting, with such technical, non-substantive corrections as they or any of them may deem necessary or advisable and with such substantive changes to installation-related rules as have been requested by the Board."*

After meeting in executive session, Ms. Malone requested a motion to designate Joe A. Garcia as the Interim Executive Director of the Manufactured Housing Division. Upon motion of Carlos Amaral, duly seconded by Michael Bray, the Board unanimously adopted the following resolution:

*“RESOLVED, that Joe A. Garcia is hereby designated Interim Executive Director of the Manufactured Housing Division to serve in that capacity and administer the activities of the division until such time as an Executive Director is appointed.”*

After meeting in executive session, Ms. Malone requested a motion to appoint a subcommittee consisting of Carlos Amaral and Valeri Malone to aid in the interviewing process for an Executive Director and to ultimately interview in front of the entire Board in executive session. Upon motion of Michael Bray, duly seconded by Carlos Amaral, the Board unanimously adopted the following resolution:

*“RESOLVED, that Carlos Amaral and Valeri Malone are designated for and on behalf of this board, to review applications for the position of Executive Director, to interview such candidates as they deem advisable, and to make recommendations to this Board for final interviews.”*

There being no further business to come before the Board, the meeting was adjourned at 2:49 p.m.

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Sharon Choate, Secretary

Approved:

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Valeri Stiers Malone, Chair



## MANUFACTURED HOUSING DIVISION

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**Rick Perry**  
GOVERNOR

**Joe A. Garcia**  
INTERIM EXECUTIVE DIRECTOR

**Board Members**  
*Presiding Officer, Valeri Stiers Malone*  
Carlos Amaral  
Michael H. Bray  
Kimberly A. Shambley

### *Agenda Action Item No. 2*

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, Interim Executive Director

SUBJECT: PSIA, Inc./TXMHS (Texas Manufactured Housing School) Request for Approval to Continue as a Continuing Education Provider

DATE: November 16, 2007

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PSIA, Inc – TXMHS (“TXMHS”) is currently approved as a Continuing Education Provider offering both classroom and online classes until December 31, 2007. TXMHS has been an approved provider since November 10, 2003. TXMHS satisfies the statutory requirements regarding providing continuing education as set forth in Section 1201.113 of the Occupations Code. Changes to the course include updated laws and rules. The course is now only available in a live classroom setting.

Management has reviewed the renewal submission of TXMHS and recommends that its request be approved.

# **Manufactured Housing Division**

## **Preamble to Adopt Repeal of Current Rules**

The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (Department) adopts repeal of §§80.10, 80.11, 80.20, 80.53-80.58, 80.62, 80.64, 80.66, 80.119-80.123, 80.125-80.133, 80.135, 80.180, 80.181, 80.183, 80.201, 80.205, 80.208, 80.240, and 80.260 without changes to the proposed as published in the September 21, 2007, issue of the *Texas Register* (32 TexReg 6498). The repeal of all of 10 TAC, Chapter 80 is necessary to propose a new 10 TAC, Chapter 80 to comply with HB 1460 that was passed by the 80th Legislature (2007 Regular Session) that becomes effective on January 1, 2008, to remove obsolete rules, and to reorganize rules to improve the layout.

The rules relating to **installation standards are effective sixty (60) days** following the date of publication and all other rules are effective thirty (30) days following the date of publication with the *Texas Register* of notice that the rule has been adopted.

No comments were received for or against the proposal to repeal.

### Subchapter A. Codes and Standards

§80.10. Texas Manufactured Housing Standards Code.

### Subchapter B. Definitions

§80.11. Definitions.

### Subchapter C. Fee Structure

§80.20. Fees.

### Subchapter D. Standards and Requirements

- §80.53. Requirements for Manufacturer's Designs and Installation Instructions.
- §80.54. Requirements for the Installation of Manufactured Homes.
- §80.55. Generic Standards for Anchoring Systems.
- §80.56. Generic Standards for Multi-Section Connections Standards.
- §80.57. Generic Standards for Moisture and Ground Vapor Controls.
- §80.58. Generic Standards for Footers and Piers.
- §80.62. Registration of Stabilizing Components and Systems.
- §80.64. Procedures for Alterations.
- §80.66. Rebuilding or Repairing a 'Salvaged' Manufactured Home.

### Subchapter E. General Requirements

- §80.119. Installation Responsibilities.
- §80.120. Manufacturer's Responsibilities.
- §80.121. Retailer's Responsibilities.
- §80.122. Security Requirements.
- §80.123. License Requirements.
- §80.125. Advertising Regulations.
- §80.126. Rules for Hearings.
- §80.127. Sanctions and Penalties.
- §80.128. Arbitration Rules.
- §80.129. Alternative Dispute Resolution.
- §80.130. Delivery of Warranty.
- §80.131. Correction Requirements.
- §80.132. Procedures for Handling Consumer Complaints.
- §80.133. Administration of Claims under the Manufactured Homeowners' Recovery Trust Fund.
- §80.135. Manufactured Housing Auctions.

#### Subchapter F. Consumer Notice Requirements

- §80.180. Formaldehyde Notice Requirements.
- §80.181. Sale of a Home from a Location other than a Principal, Licensed, Retail Location.
- §80.183. Three Day Right of Rescission.

#### Subchapter G. Statements of Ownership and Location

- §80.201. Issuance of Statements of Ownership and Location.
- §80.205. Inventory Finance Liens.
- §80.208. Recording Tax Liens on Manufactured Homes.

#### Subchapter H. Tables and Figures

- §80.240. Tables and Figures.

#### Subchapter I. Forms

- §80.260. Required and Optional Forms.

The repeal is adopted under the Texas Manufactured Housing Standards Act, Occupations Code, Chapter 1201, §1201.052, which provides the Department with authority to amend, add, and repeal rules governing the Manufactured Housing Division of the Department and under Texas Government Code, Chapter 2306, §2306.6014, which authorizes the director to administer and enforce the manufactured housing program through the Manufactured Housing Division.

The agency hereby certifies that the repealed rules have been reviewed by legal counsel and found to be within the agency's authority to adopt.

No other statute, code, or article is affected by the repealed rules.



# Manufactured Housing Division

## Preamble to Adopt Proposed New Rules

The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (Department) adopts without changes 10 TAC, Chapter 80, §§80.1, 80.26, 80.31, 80.34, 80.36, 80.37, 80.70, 80.71, 80.73, 80.80, 80.90 – 80.93. The text to the adopted rules without changes will not be republished in the *Texas Register*. The following rules are adopted with non-substantive changes and will be republished in the *Texas Register*: §§80.2 – 80.4, 80.20, 80.22, 80.23, 80.24, 80.25, 80.30, 80.32, 80.33, 80.35, 80.38, 80.40, 80.41, 80.72, and 80. The proposed rules were published in the September 21, 2007, issue of the *Texas Register* (32 TexReg 6475).

The rules relating to **installation standards are effective sixty (60) days** following the date of publication and all other rules are effective thirty (30) days following the date of publication with the *Texas Register* of notice that the rule has been adopted.

A public hearing was held on October 22, 2007; however, there were no comments at the public hearing. The following interested groups or associations presented comments in writing: Texas Manufactured Housing Association (“TMHA”) and the Installation Advisory Committee.

Set forth below are comments from TMHA, the Installation Advisory Committee, and other parties suggesting revisions to specific subsections and the analysis and recommendations of staff.

**General Comment:** A commenter suggested the Department post the Advisory Committee members on TDHCA’s website.

**Department Response:** The Department agrees.

**General Comment:** TMHA commented that the references to the “Standards Act” throughout the proposed rules should be replaced with the “Occupations Code.”

**Department Response:** The Department does not agree because §1201.001 of the Occupations Codes states Chapter 1201 may be cited as the Texas Manufactured Housing Standards Act.

**General Comment:** A commenter suggested changing the vapor barrier rules in the generic standards so that it is not required and if installed the soil should be sufficiently crowned to channel water. The commenter also suggested an installer be required to put in one square foot of skirting ventilation for every one hundred and fifty feet of floor space.

**Department Response:** The issues appear to be substantive and needs to be reviewed further. The Department will consider the issue and possibly propose revisions in the next rewrite of the rules.

**General Comment:** A commenter said that the new law provides TDHCA with much latitude in assessing penalties and sanctions- in fact, for a simple minor violation TDHCA director has authority to fine a person upwards to \$1000. Realizing that enforcement has been an issue previously as TDHCA had published an “ENFORCEMENT MATRIX...” (which has been deleted

in the proposed rules), in my opinion, enforcement will continue to be an issue within the industry until TDHCA publishes a detailed list of possible violations and the resulting penalty or sanction. Thus, when a person violates something in the list, that person knows his position if he wants to continue to hold a license. Plus, the bond companies will know where their risk or exposure lies. Other Texas state agencies publish similar lists for occupations they regulate.

**Department Response:** The Department does not wish to maintain a matrix so as to not limit penalty.

**General Comment:** TMHA commented that the application forms do not include all required information mandated by §1201.103(a)(1) and (2) of the Standards Act.

**Department Response:** The Department agrees to revise the forms to include information mandated by the Standards Act.

**General Comment:** TMHA commented that the proposed rules attempt to make some provisions for probationary licenses for installers in §80.41(a)(2), but ignores salespersons and fails to provide for the appeal of the terms of the probationary license by the applicant.

**Department Response:** The probationary licenses issued to installers will state “probationary” and will apply the same wording to the salesperson’s license. The statute clearly states that the Salesperson has 90 days to fulfill the initial education requirement and if not met, that the license is suspended. Their comment of the Department issuing provisional licenses to salespersons is not consistent with the statute.

**General Comment:** TMHA commented there is no waiver of right of rescission form in the proposed rules and they disagree with the Consumer Disclosure Statement form that requires the notice be mailed.

**Department Response:** The Department agrees to create an Emergency Waiver form and delete the requirement to mail the notice.

**General Comment:** TMHA commented that the proposed rules do not include the Statement of Ownership and Location form as mandated by §1201.203(a)(2) of the Standards Act.

**Department Response:** The Department agrees to add the form to the rules.

**General Comment:** TMHA commented that the proposed rules do not have a form that provides for reporting the amount of a non-tax lien, which is required in §1201.219(b) of the Standards Act.

**Department Response:** The Department agrees to revise the Notice of Lien will be modified to serve the purpose of recording a tax lien OR any other type of lien.

**General Comment:** There are numerous references in the proposed rules to the “Standards Act”. The Manufactured Housing Standards Act no longer exists. It was replaced by the adoption of the Occupations Code. Therefore, references to the Standards Act are in conflict with the existing law.

**Department Response:** The Department does not agree because §1201.001 allows referencing as the Standards Act.

**General Comment:** A commenter remarked that the proposed rules will allow any retailer to sell manufactured homes to any non-retailer and the Department would then issue the Statement of Ownership and Location, which the Department calls “conclusive proof of ownership.” The transferring retailer does not need to own the manufactured home and does not need to possess the original Manufacturer’s Certificate of Origin. The retailer only needs to be the “transferor.” No original title or surrender of original title is required. A person can sign as the “transferor” and the “transferee.” The state does not require, nor do the rules require, that the “transferor” match the prior “conclusive owner.” The commenter suggest: (1) The applicant for SOL needs to be represented as “owner” (not “transferor”); (2) Require the original MCO or original SOL to accompany all applications; and (3) If the original MCO does not accompany the application, a form is needed to state under oath that the original is not available, why it is not available, certify the applicant is the lawful owner and there are no liens that are not set forth in the application.

**Department Response:** These comments require legislative action. However, the term “transferor” can be clarified on the SOL application.

**§80.2(5).** TMHA commented that the definition for “Cosmetic” refers to CFR part 3280, which people might not be familiar with and will lead to confusion. They suggest to either delete the definition or reword to “Anything minor imperfections that does not affect the structural integrity or habitability of the home.”

**Department Response:** The definition will remain the same as proposed.

**§80.2.** TMHA commented that omitting the definition of “Deposits” and “Down Payment” would be detrimental because these terms are used often in business and in other sections of the proposed rules, but not defined in rules or statute.

**Department Response:** The Department agrees to restore the definitions.

**§80.2(20).** TMHA commented that §1201.255(b) of the Standards Act addresses the need to inspect installation locations before a home is installed, and suggest expanding the definition of “Manufactured home site” by adding “or will be installed” at the end of the definition.

**Department Response:** The Department agrees to revise the definition.

**§80.2(24).** TMHA commented that the definition of “Used home” is not necessary because it is stated in the Standards Act.

**Department Response:** The Department agrees to delete the definition of “Used home.”

**§80.3(c).** A commenter suggest rewording the Seal Fee rule by clarifying the application to file is the Application for Statement of Ownership and Location. The change will describe the actual document required by a person, other than a tax person, applying for seal.

**Department Response:** The Department agrees to reword the rule.

**§80.3(h).** TMHA commented that language omitted in the second sentence relating to a reference to “Habitability” in the Standards Act should be restored.

**Department Response:** The Department agrees to restore the reference.

§80.4. TMHA commented that §1201.251(d) of the Standards Act provides for the Board to establish the advisory committee and suggest the proposal be revised to reflect the same.

**Department Response:** The Department agrees to revise the rule to state the Board will designate the advisory committee.

§80.20(e) - The Installation Advisory Committee suggest adding the following sentence at the end of the paragraph “The Executive Director may grant a limited number of extensions as needed.” at the end of the paragraph.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.21(c) - The Installation Advisory Committee suggest replacing “of non-corrosive material” with “resistant to corrosion”, “Preservation“ with “Preservative” and to delete the notation sentence by replacing with a new sentence at the end of the paragraph.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.21(d)(2) - A commenter stated that the Site Preparation Notice is mentioned in the rule, but the form is not in the forms section.

**Department Response:** The Department agrees to add the Site Preparation Notice back into the rules.

§80.22(a)(2) - The Installation Advisory Committee suggest adding a sentence to the end of the paragraph to clarify that the air conditioning condensation lines must be installed in a manner that will prevent ponding around the foundation.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.22(a)(4) - The Installation Advisory Committee suggest adding a sentence to clarify proper ventilation at each corner.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.23(a)(4) - The Installation Advisory Committee suggest revising the Footer Capacities table by deleting the columns for 3500 and 4000psf and adding “or greater” in the 3000psf column. They also suggest adding a new table titled Soil Type Chart.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.23(b) - The Installation Advisory Committee suggest revising the paragraph to clarify verification of compacted soil and that settlement or movement may occur if installation is on loose or noncompacted fill.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.23(e)(4)** - The Installation Advisory Committee suggest deleting the last sentence requiring perimeter piers at a door less than 48 inches only to make an inoperable door operational.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.23(f)** - The Installation Advisory Committee suggest revising the Pier Design graphic by changing the maximum height from 67 to 48 inches, to replace “preservation” with preservative” in note number 4, and in note number 5 to add a new sentence clarifying the maximum amount of wood including shims.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.23(f)(1)** - The Installation Advisory Committee suggest clarifying that shims be a minimum of 3x6 inches and that adjustment shims be installed in a manner to prevent dislodgement.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.24(c)(1)** - The Installation Advisory Committee suggest clarifying note number 1 in the Anchor Installation graphic by adding that the anchor head must “be flush or” not “to exceed” more than one inch from the ground at insertion point.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.24(d)(2)** - The Installation Advisory Committee suggest revisions to notes in the Maximum Spacing for Diagonal Ties table by deleting the first sentence in note number 2 relating to the rated ultimate load of anchor components and to delete note number 10 relating to allowing piers at greater heights if the limit is within limits established in adopted federal standards.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.24(d)(4)(B)** - The Installation Advisory Committee suggest deleting “if feasible” at the end of the paragraph.

**Department Response:** The Department agrees to make the revisions as suggested.

**§80.24(d)(5).** A commenter said that the paragraph belongs in the Wind Zone II section, §80.24(e)(2), because no vertical ties are required for WIND ZONE I except in a special case.

**Department Response:** This is currently already in the rules. The Department will not revise from the proposed language; however, we can consider this matter in future revisions.

**§80.24(e)(1)** - The Installation Advisory Committee suggest revisions the Maximum Spacing for Diagonal Ties (Wind Zone II) table by deleting the maximum vertical distance row for 61 to 67 inches, deleting the first sentence in note number 2 relating to the rated ultimate load of anchor components and to delete note number 10 relating to allowing piers at greater heights if the limit is within limits established in adopted federal standards.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.24(f)(6)(C) - The Installation Advisory Committee suggest changing the comma after the word “used” in the first sentence with a semicolon.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.25(d)(2). A commenter said that the table for spacing and screw sizes was omitted.

**Department Response:** The Department will restore the Roof Connections - Fastener Type and Spacing table that was left out in error.

§80.25(e)(6). A commenter said that “lose shingles” needs correcting to “loose shingles.”

**Department Response:** The Department agrees to correct the typo.

§80.25(g). A commenter said that there is no provision for overhead ducts. Either insert a diagram or add another sentence to the wording that the installer should refer to the manufacturer’s instruction for assembling the overhead duct.

**Department Response:** The Department agrees to add “The installer should refer to the manufacturer’s instruction for assembling the overhead duct” paragraph (5)

§80.25(i)(2)(A) - The Installation Advisory Committee suggest changing the minimum slope amount from 1/4 to 1/8 inch per foot, add that this is for a 3 inch or larger pipe and add a new sentence at the end of the paragraph that all other pipe has a required minimum of 1/4 inch.

**Department Response:** The Department agrees to make the revisions as suggested.

§80.25(j)(6). A commenter said that he was not sure if a TDHCA licensed installer can connect the feeder cable to the main box as shown in the diagram without having a Texas Electrician’s license. Having the Diagram in the Generic Standards implies that it is required of the installer for a Generic Installation. If he can install it under his TDHCA installer’s license then no problem. If he cannot the words should be added that a licensed electrician should install it.

**Department Response:** The Department agrees to revise to state a licensed electrician is required run the feeder from the pole to the main panel box in the home.

§80.30(a). TMHA commented that they disagree with stating the licensee “must maintain all required books and records...” because the Standards Act does not use the term “books.”

**Department Response:** The Department agrees to delete the word “books.”

§80.30(c). TMHA commented that the time frame for when a warranty begins to run is addressed specifically in the Standards Act and recommends the proposed language be deleted.

**Department Response:** The Department does not agree with deleting the language from the rules. Warranty and time requirement implies that the consumer received it. It stands to reason that warranty does not begin until they get it.

**§80.30(d).** TMHA commented that the last part of the sentence stating “or not subject to verification” should be deleted because it is impossible to publish and distribute advertising that cannot be verified.

**Department Response:** The Department agrees to delete “or not subject to verification.”

**§80.30(f).** TMHA commented that the rule proposes to apply to “any” advertisement when it is really intended to apply to “Any printed or display” advertisement. Additionally, the term “conspicuously” is not defined in rule or statute. Due to the vagueness and potentially limitless interpretation the word should be removed. TMHA suggest modifying the language by removing “any” and replacing it with “any printed or display” or utilize and to also delete the word “conspicuously.”

**Department Response:** The Department does not agree with the suggested revisions. The word “conspicuously” is used in the Standards Act.

**§80.30(h).** TMHA suggest replacing “director” with “board.

**Department Response:** The Department agrees with the suggested change.

**§80.30(i).** TMHA commented that the Department should not require a licensee to post the Department’s website on their website because there is no provision to require it in the Standards Act.

**Department Response:** The Department agrees to delete the requirement.

**§80.31(c).** TMHA commented the requirement on manufacturers to print the unit data plate on the reverse side of the unit MCO, which will create additional paper and labor on manufacturers and it is unnecessary because the HUD number is already on the house. They also state that having the data plate on the reverse side of the MCO is not a requirement mandated by statute of HUD. They suggest deleting the requirement.

**Department Response:** The Department does not agree with the suggestion because having both the MCO and data plate is important to accurate records.

**§80.31(e).** TMHA commented that the new language contradicts the statutory provisions of §1201.351(b), which states, “The manufacturer's warranty is in effect until at least the first anniversary of the date of initial installation of the home at the consumer's homesite or the closing of the consumer’s purchase or acquisition of an already installed new home, whichever is later” and suggest deleting the rule.

**Department Response:** The Department does not agree with deleting the language from the rules. Warranty and time requirement implies that the consumer received it. It stands to reason that warranty does not begin until they get it.

**§80.32** - A commenter said that if a Site Preparation Notice is required it should be included in the Retailers’ responsibilities.

**Department Response:** The Department agrees to add the Site Preparation Notice back into the rules.

**§80.32(a).** TMHA commented that the proposal appears to require that a retailer will have to maintain a separate file as part of the usual sales file that contains “the form” along with copies of documents that should already be in the sales file. A retailer should only be required to maintain one sales file per house, anything in addition to that is redundant and an unnecessary duplication of effort.

**Department Response:** The Department agrees to reword to clarify there should be only one sales file per home sold, which includes the required checklist and all other required documents specified herein.

**§80.32(b).** TMHA commented that the provision would require retailers to “timely” provide warranty information to consumers. However, the statute contains stated (but sometimes different) time limits on most all consumer disclosures and by using the word “timely” it could be interpreted that the Department is leaving the timing of these disclosures up to the individual retailer.

**Department Response:** The Department does not agree and is comfortable with the generality of the term “timely.” The term “timely” is used in §1201.104 of the Standards Act and it does not compromise or cloud designated timeframes.

**§80.32(e).** TMHA commented that the provision is already addressed by HUD and by the statutory adoption of the HUD standard in §1201.256 of the Standards Act.

**Department Response:** The Department agrees to delete subsection (e).

**§80.32(f).** TMHA commented that the rule appears to be a new provision that requires certain information be provided on “any sales agreement.” However, there is no definition of what constitutes a “sales agreement” in the proposed rules or the Occupations Code. They said it is important for licensees to know exactly what the Department believes constitutes a “sales agreement” so it should either be defined in this proposal or if a definition is provided in some other statute licensees should at least be given direction to that definition.

**Department Response:** The Department will reword the statement to require retailer information on any proof of purchase or confirmation of sale.

**§80.32(g).** TMHA commented that the provision allowing only one signature on notices and disclosures in a joint purchase could have many negative unintended consequences as it relates to the consumer. They suggest deleting the rule.

**Department Response:** The Department agrees to delete the rule.

**§80.32(i).** TMHA commented that the language “the conditions under which that intended date is subject to change” be deleted because to require that the information referenced in this sub-section be included on the contract or on a separate written disclosure will prove over burdensome and practically unworkable.



**Department Response:** The Department agrees to delete “the conditions under which that intended date is subject to change.”

**§80.32(m) through (q).** TMHA commented that these provisions are in the current rules. However, these are all prohibitions and it could be confusing to have them listed in the middle of a section of rules titled “Retailer Responsibilities and Requirements.” They suggest moving to a different section.

**Department Response:** The Department will leave in the proposed section and consider moving to a different location at the next rule writing.

**§80.32(r).** TMHA suggest deleting subparagraph (2) because it will likely create direct consumer demands against the bond, as opposed to going through TDHCA. Second, if subparagraph (2) is not deleted, language should be added simply notifying the consumer that a state sponsored formal dispute resolution process is in place and affords the consumer redress to when the retailer does not satisfy the consumer. Third, the disclosure should only apply in a 1201.107(d) situation. Additionally, this provision would be better served in the subsection addressing bonds, dispute resolution processes or administration of the HORF rather than in the Retailers Responsibilities section. Additionally, requiring the lengthy disclosure on the sales agreement further clutters the document, drawing away from the important provisions of the agreement. The disclosure would be better served on another disclosure form or on its own separate form.

**Department Response:** The Department will not change the rule, but will clarify it applies to §1201.107(d).

**§80.32(u).** TMHA commented that the proposal would simply add a notice to be posted along side the current license that says the license is current. This provision will serve as an additional hardship without adding any benefit to a consumer. They suggest the rule be deleted.

**Department Response:** The Department does not agree with deleting the rule and does not believe it will be a hardship on retailers.

**§80.32(v).** TMHA commented that the provision concerning auctions to consumers would be better situated if placed in Subchapter E because it spells out the requirements to acquire a license.

**Department Response:** The Department does not agree to move the rule. It is important for the retailer to be aware of license requirements and the need to notify the Department as noted in §80.32(v)(3).

**§80.33(a).** TMHA commented that the section reference to the Standards Act needs changing because the term does not appear in the statute.

**Department Response:** The Department does not agree because §1201.001 allows referencing as the Standards Act.

**§80.33(d).** TMHA commented that the language would be clearer to change “The contracting installer” to “The licensed installer.”

**Department Response:** The Department will reword to “The contracting licensed installer.”

**§80.33(e).** TMHA suggest deleting “the conditions under which that intended date is subject to change” that is also mentioned in §80.32(i).

**Department Response:** The Department agrees to delete “the conditions under which that intended date is subject to change.”

**§80.33(g).** A commenter said that there is a conflict with the time frame in these sections. §80.3(b)(2) referencing the Notice of Installation (Form T) requires 7 days to be filed and the Installer’s Responsibilities rule states 10 days.

**Department Response:** The Department will change to 7 days.

**§80.33(h).** TMHA commented that the new rule would create the need for installers to obtain decals from the Department that are then stuck on the homes they install. Assuming the intent of this provision is to provide the Department with information on the home installation, this provision is redundant to the information already required to go to the Department in the Form T. They suggest deleting the rule.

**Department Response:** The Department agrees to delete the rule and consider it again at the next rule writing.

**§80.33(h).** A commenter said that the word “order” should be changed to “ordered” and there is no directive to instruct the installer where on the home to affix the decal. Suggest placing decal next to the Data Plate.

**Department Response:** The Department will delete this subsection.

**§80.33(j).** TMHA commented that if the rule is adopted, this provision would actually make an installer liable for items that are not a part of any contract with the consumer even if the consumer specifically wants it in writing that certain items are to be deleted. If the consumer specifies that they prefer to build their own steps, their own decks or do their own skirting in order to save money or just because they want to do it that way, the consumer should have this right and ability, and the installer should not be responsible for warranting the work of the consumer. They suggest deleting the rule.

**Department Response:** The Department will not delete the rule, but will delete “(or, if someone else is providing the steps, such as in a situation where a deck is being built, insuring that complying steps are actually provided) and will add “... when provided by or installed by installer” at the end of the first sentence.

**§80.33(k).** TMHA commented that in (3) the word “spoil” should be corrected to “soil.” Also, that the provision will expand the record keeping responsibilities of installers well beyond what is currently required. They state the provision is not necessary and will place an unnecessary burden on installers that want to comply with Department rules. They state that the installer must correct installation violations and it would not matter what their records say about soil conditions, pier spacing or components used. TMHA suggest deleting the rule or deleting the reference to the installation decal.

**Department Response:** The Department will not delete the rule, but will delete the reference to the installation decal and correct the typo.

**§80.33(k)(3).** A commenter said that the word “spoil” should be changed to “soil.”

**Department Response:** The Department agrees to correct the typo.

**§80.33(l).** TMHA commented that this rule is similar to §80.33 (k) in that it expands the record keeping responsibilities of installers but this rule actually requires them to keep records concerning things that have nothing to do with the installation. Also, this rule references the 163 disclosure that was eliminated by the 80<sup>th</sup> Legislature (2007).

**Department Response:** The Department agrees to reword number (1) by deleting the reference to the 163 disclosure and restoring the site-preparation notice, create an unlicensed individuals form for number (9), and delete proposed number (4) and (10).

**§80.33(l)(1)** - A commenter said that if a Site Preparation Notice is required it should be included in the Installers’ responsibilities and Installer’s checklist.

**Department Response:** The Department agrees to add the Site Preparation Notice back into the rules.

**§80.33(l)(1).** A commenter said that the rule requires verification of delivery of a “163 disclosure” or a “site preparation.” There is no “163 disclosure” as it was repealed and what is a “site preparation?” Need clarification what is actually required. He suggest Site Preparation Notice be reinstated for secondary installations where installer contracts directly to consumers.

**Department Response:** The Department agrees to restore the Site Preparation Notice.

**§80.35(a).** TMHA commented that a licensed salesperson, sponsored by a retailer that is also an installer, can legally (under §1201.102(a)) be involved in the installation of as long as the retailer/installer lists that salesperson as someone working under their license. They suggest deleting the provision.

**Department Response:** The Department does not agree to delete, but will reword the subsection by revising “legally licensed” to “legally authorized.”

**§80.35(b).** A commenter said that salespersons can now work for a sponsoring broker, hence, the paragraph should reflect this by adding “broker” at the end of the sentence.

**Department Response:** The Department agrees to add “broker.”

**§80.38(a).** TMHA commented the title of “Right to Advance Copy of Certain Documents” should be more clear and closely related to the content of the provision because the language contained in this section is all about waiving certain consumer protection delays built into the purchase of a manufactured home. They suggest revising the title to “Emergency Waiver Provisions.”

**Department Response:** The Department will create an Emergency Waiver form and change “bona fide personal financial emergency” to “bona fide emergency” in §80.38(a).

**§80.38(a).** A commenter said that the rule refers to a printed form in Subchapter I, but there is no specific form.

**Department Response:** The Department agrees to add an Emergency Waiver form.

**§80.38(b).** TMHA commented that the provision makes reference to a preprinted Department form designed to be used by consumers during situations of a State emergency declared by the Governor to waive the various time delays built into the home buying process and that there is not a form for this in the proposed rules.

**Department Response:** The Department will create an Emergency Waiver form.

**§80.40(b).** TMHA commented that the provision should specify whose name (the retailer or the Department) the “other security” should be in and should specify who keeps the interest earned on the security or if it remains in the account.

**Department Response:** The Department does not agree that changes are necessary in this rule because the form clearly defines beneficiary and necessary legal language.

**§80.40(d)(2).** TMHA commented that there should be a definition for the term “service facility.”

**Department Response:** The Department disagrees because §80.40(d)(2) describes what a facility should do.

**§80.40(e).** TMHA commented that the occupations code names a flat \$300,000 limit, with no smaller \$100,000 sublimit for property damage claims. Thus, this contradicts the law. It should just say "\$300,000 combined single limit." The auto insurance requirement is already mandated by the TxDOT and states a licensee need a \$500,000 Combined single limit minimum.

**Department Response:** The Department does not agree that changes are necessary.

**§80.40(e)(1).** TMHA commented that the first sentence should be revised by changing “kind, type, and amount of insurance...” to "name of the insurer, type of insurance and insurance limit per occurrence and aggregate."

**Department Response:** The Department agrees to reword the first sentence.

**§80.40(e)(2).** TMHA commented that a retailer having an installers license, does not mean he transports his own homes. Thus, in those cases he/she won't have, need, or likely be able to purchase "motor vehicle garage liability coverage." If the Department wants to mandate "transit insurance" the following should be added: "If the Retailer Installer transports his own homes, he must show proof of "collision coverage on his commercial physical damage (open lot) policy."

**Department Response:** The Department agrees to add “If the retailer installer transports their own homes, they must show proof of collision coverage on their commercial physical damage (open lot) policy” to the end of the paragraph.

**§80.40(g).** TMHA commented that under this provision, once the Department decides to stop accepting surety bonds from certain companies that are collection problems for the Department they can also require the licensee to get a new bonding company at the time their license renews. Once the Department decides to stop accepting a particular bond it should notify all licensees carried by that bonding company of their decision. They suggest to include additional language relating to the Department providing notice to licensees carried by a bonding company the Department has decided to stop accepting their bonds.

**Department Response:** The Department will not revise the rule, but will provide notice of discontinuing bond acceptance to licensees as suggested.

**§80.41(a)(1)(C).** TMHA commented that the provision would require a licensed salesperson to surrender his or her license to the Department within 10 days if their employment with their sponsoring retailer or broker is terminated. It is doubtful that this would ever occur in practicality. They suggest to combine the proposed (B) and (C) and add a new subsection (C) instructing licensees to notify the Department when a salesperson is terminated, rather than relying on the terminated salesperson to do the notification, which they would probably never do in reality.

**Department Response:** The Department agrees to revise as suggested.

**§80.41(a)(1).** TMHA commented that dealing with sales people should also include provisions for handling a probationary salesperson license and the appeal of the terms of the probationary licenses by the applicant, the existence of which is established in the Occupations Code in 1201.104 and 1201.114 as amended by HB 1460.

**Department Response:** The Department does not agree because it is already in the statute.

**§80.41(a)(2)(B).** TMHA commented that if the Department wants to be notified within 3 days for probationary installs it would seem that the notification is to be by some other means other than a Form T, but this provision does not specify what method of contact should be used in order to “promptly” notify the Department. They suggest changing the meaning of “promptly” in this section to conform to the existing time and filing requirement of the Form T, i.e. 10 days.

**Department Response:** The Department does not agree because probationary installation must be inspected immediately in case of corrected that are needed that could compromise condition in case of weather issues.

**§80.41(c)(2).** TMHA commented that the provision indicates that the licensing test required by HB 1460 will be comprised of “approved” questions prepared by the Director. During the negotiations that led to the passage of HB 1460, TDHCA assured industry representatives that we would have input on the questions for this test and that is not the way this proposal is worded unless the ambiguous reference to “approved” questions is referring to the approval of an advisory group made up of industry people for the purpose of helping to create the test. They suggest clearly specifying in the rule that the questions used on the test will be generated based on input from an advisory group, presented to the Board and approved by the Board.

**Department Response:** The Department does not agree that revisions are necessary. The Department wants to reserve the right to select the questions, solicit input or consider outsourcing.

**§80.41(c)(3).** TMHA commented that this section also makes reference to the possibility of a temporary or provisional license that may be issued as allowed by HB 1460, there is no provision for the issuance of such a license in these proposed rules. They suggest drafting a rule that addresses a temporary or provisional license as it is allowed by the passage of HB 1460.

**Department Response:** The Department does not agree that revisions are necessary. There is no reference to provisional license in §1201.104. This proposed language reflects statutory language.

**§80.41(c)(6).** TMHA commented that this provision states that the Department may revoke the course approval of any provider that does not comply with the “standards and procedures set forth in this paragraph.” However, this paragraph does not set forth anything except the ability to revoke a course approval. They suggest rewording from “in this paragraph” to “in this chapter.”

**Department Response:** The Department agrees reword the rule.

**§80.41(d)(1)(C).** TMHA commented that Subparagraph (C) should be deleted because there is no authority to include anything regarding parks and communities as a part of the Department’s licensee education course.

**Department Response:** The Department disagrees because it is relevant information affecting the industry that needs to be provided.

**§80.41(d)(1)(D).** TMHA commented that the wording of this provision could be construed as a departure from the legislative intent of HB 1460, which requires Department actions be approved by the Board. This proposed rule would allow topics of continuing education to be required without the approval of the Board or input from the advisory group as promised in the negotiations of HB 1460. This subparagraph should be changed to mandate Board approval upon receiving input from an advisory group.

**Department Response:** The Department does not agree that revisions are necessary. The Department wants to reserve the right to select the questions, solicit input or consider outsourcing.

**§80.41(d)(2).** A commenter said that the law and rules require Continuing Education (CE) evidence of some type of certificate by a licensee that the 8 hours CE was completed prior to renewing a license in 2008. A rule needs to specify who may take the CE course for a licensee.

**Department Response:** The Department agrees to add “by the license holder or related person on record.”

**§80.41(e)(2)(A).** TMHA commented that most of this provision is in the prior rules and it informs licensees that the Department will send them a renewal notice 45 days prior to their license renewal date. However, the new proposed version adds language that if the Department does not send the renewal notice it does not relieve the licensee of the requirement to renew their license in a timely manner. They suggest deleting the last sentence stating “Failure by the Department to send this notice does not relieve the licensee of the legal responsibility to apply timely for any necessary renewal.”

**Department Response:** The Department agrees to delete the sentence.

**§80.41(f)(1)(B) and (F).** TMHA commented that the proposal includes two additional actions that are not authorized by §1201.118 of the Standards Act. They suggest deleting proposed actions (B) and (F).

**Department Response:** The Department agrees to delete §80.41(f)(1)(B) and (F).

**§80.41(f)(1).** TMHA commented that the rule deletes the specified time period. In the prior rule, the Department limited its search of prior violations listed to the previous two years. As proposed, that time period is removed and conceivably the Department could go back indefinitely to research an application. With the passage of HB 1460 the Board and the Department has the statutory authority to adjust fees and requirements on “bad actors” trying to return to the industry so perhaps on new applications the option to research as far into the past as the Board sees fit is acceptable. They suggest specifying in the rule renewal evaluations are limited to a two year review, while new applications are unlimited in the time frame of evaluation.

**Department Response:** The Department does not agree to revise the rule because the Department wants the right to go beyond two years, if appropriate.

**§80.41(f)(2).** TMHA commented that the rule would leave the determination of what to do in the case of a license application where problems have been discovered to the Director and HB 1460 makes it clear that in matters of final rulings such as this, it is the responsibility of the Board to review the situation and make a determination. They suggest the Director should be allowed to process and approve applications but when research shows a problem with an applicant that information should be brought to the Board and the Board should make the decision.

**Department Response:** The Department does not agree to revise the rule because the Department reserves the right to take action as respondent has opportunity to appeal.

**§80.72(c).** TMHA commented that the use of the word “promptly” begets ambiguity as to what exact timeframe constitutes a “prompt” response. Similar to “promptly,” “immediate” is also undefined and ambiguous as to what exact timeframe constitutes an “immediate” corrective action. Additionally, the first two sentences are addressing a much different situation than the third sentence. The first two sentences simply address a “written” claim for warranty service. The third sentence addresses corrective action for matters of “imminent safety hazard.” It is doubtful the intent of this section was to create a consumer requirement that they send and the licensees receive a written notification on matters involving an imminent safety hazard. They suggest the first two sentences should be separated from the third sentence and the third sentence should be its own stand alone provision, perhaps a new subsection (d) with a re-lettering of current subsections (d) – (f). Second, the term “promptly” should be either defined or replaced with “reasonable.” Third, the term “immediate” should be defined.

**Department Response:** The Department does not agree to reword the rule, but will move the reference of “imminent safety hazard” to subsection (d) and re-letter subsections (d) to (f). “Promptly” is defined in the rules.

**§80.73.** TMHA commented that the rule for “Procedures for Handling Consumer Complaints” has been known as “Dispute Resolution” and suggest rewording to indicate the information is regarding dispute resolution.

**Department Response:** The Department is comfortable with the language and does not agree that rewording is necessary.

**§80.73(a).** TMHA commented that the paragraph is poorly worded and if adopted could leave licensees with no information concerning decisions made by the Department. There is no procedure or notice provision in this proposal to inform the licensee that the Department has decided to proceed “in another manner.” They suggest rewording to “Once the Department makes an initial determination as to the validity of the claim, a copy of the complaint will be forwarded to each party that may be subject to the complaint along with a cover letter from the Department requesting a written response within the time period specified in the letter (usually 10 calendar days).”

**Department Response:** The Department is comfortable with the language and does not agree that rewording is necessary. In the event of other action the licensee would receive notification no matter what.

**§80.90.** A commenter said that we need to add the requirement for the original MCO to be filed with the application and fees for issuance of SOL for a new home. Also, suggest the Department require that an original Document of Title be surrendered to the Department when applying for an SOL.

**Department Response:** The Department does not agree with the suggestions because the MCO cannot be considered a requirement for a completed application as it is actually optional. Also, the statute does not require it only provides that the title may be exchanged for a SOL.

**§80.100(a).** A commenter said that the application for renewing a license is not listed in Subchapter I.

**Department Response:** The Department agrees to add the form.

**§80.100(b)(1).** TMHA commented that the “Texas Manufacturer’s Application for License” fails to comply with §1201.103 of the Standards Act. The form needs to include space for the legal name; each person who will be a related person; all trade names, and the names of all other business organizations, under which the applicant does business subject to this chapter; and the designated location where records will be retained if different than the licensee’s principal office.

**Department Response:** The Department will revise to incorporate the mandated information in the form. Also, the Department will consolidate the proposed Form (2) relating to Out-of-State Manufacturer’s Application for License with Form (1).

**§80.100(b)(2).** TMHA commented that the Out-of-State Manufacturer’s Application for License; Form (3) Retailer, Broker and/or Installer’s Application for License; Form (4) Retailer with Branch Locations Application for License; Form (5) Salesperson’s Application for License be combined into one universal form. Also, suggest the same combination for Form (1).

**Department Response:** The Department will combine forms (1) and (2), but the other forms will remain separate.

**§80.100(b)(9).** TMHA commented that by promulgating a six page Consumer Disclosure Statement form the Department seeks to dilute the disclosure sought by the legislature. The legislature



required that the form be in 12 point type to insure that it would be readable. In the discussions leading to the passage of HB 1460 (Section 23), it was repeatedly observed that the existing 162 and 163 Notices were failing because there were too voluminous as to provide any real information to a consumer who would be unlikely to read so much material. The statute intentionally left a broad mandate for the form so that the interested parties could work together to draft a form that would be concise and usable by the consumer and provide meaningful disclosure of information to the consumer. The existing form contains a number of innocuous broad statements which are of little or no value to the consumer but rather merely lengthen the form.

**Department Response:** The Department verified that the disclosure is at least in 12 point type and will remove the “mail box” rule in the “Right of Rescission” section. The Department does not agree that the disclosure is too lengthy because the information to the consumer is useful and promotes consumer awareness.

**§80.100(b)(9).** TMHA commented that the “Consumer Disclosure Statement” fails to inform the reader as to which disclosure statement the form seeks to provide.

**Department Response:** The Department feels that the current consumer disclosure meets the requirements of the statute and provides the consumer with the information they need.

**§80.100(b)(9) -** The Installation Advisory Committee suggest revising the Consumer Disclosure Statement by adding “FOUNDATION MAINTENANCE: You must accept all responsibility for maintenance of the site upon closing. These responsibilities include: maintaining good drainage around the home, preventing soil erosion, periodic inspections of foundation supports and anchorage, and any leveling or adjustment that may be required unless contractually agreed otherwise. Homes located in areas that have soils with high clay content that expands and contracts must maintain consistent moisture levels. This may include watering around the foundation during dry summer months and managing the size and proximity of the vegetation near the foundation.”

**Department Response:** The Department agrees to revise the form.

**§80.100(b)(9).** A commenter said that the Consumer Disclosure Statement be changed by replacing “Dealer” with “Retailer.”

**Department Response:** The Department agrees to revise.

**§80.100(b)(10).** TMHA commented that the definition in the form for “habitable” is incorrect and suggest revising as mandated in §1201.453 of the Standards Act. Also, they state the form fails to include the situation where the seller expressly is selling the home “as is, where is” as contemplated by the Texas Business and Commerce Code.

**Department Response:** The Department will reword the definition of habitable, but disagrees with updating for the provision to sell the home “as is, where is” with a reference to the Texas Business and Commerce Code because that is not considered as habitability.

**§80.100(b)(11).** TMHA commented that the description of the “Disclosure of Condition of a Used Home” fails to inform the reader that the form only applies to the situation where there is no HUD label or Texas seal and does not apply otherwise.

**Department Response:** The Department will delete this form.

**§80.100(b)(12).** - TMHA commented that the Retail Monitoring Checklist form fails to list several forms that retailers are required to keep on file. Among the information that should be on the checklist: form (14) relating to the waiver of the site location; the Construction Standards Notice; copies of the Application for Statement of Ownership and Location; Form T; Insulation Disclosure (for new homes only); Site Preparation Notice; 3rd Party Instruction letter (if applicable); and information concerning inventory payoff (if applicable). They suggest there should be two separate checklists (or one checklist with clear delineation for each check list item as to the items applicability in a new or used home sale) for new and used home sales

**Department Response:** The Department will revise the form, but not have two separate forms.

**§80.100(b)(12)** - A commenter said that if a Site Preparation Notice is required it should be included in the Retail Monitoring Checklist.

**Department Response:** The Department agrees to add the Site Preparation Notice back into the rules.

**§80.100(b)(12).** A commenter said that the Retailer Monitoring Checklist requires a Retailer Broker Disclosure Statement, but there is no form in Subchapter I by that title.

**Department Response:** The Department does not agree.

**§80.100(b)(14).** TMHA commented that the “Notice and Informed Consent to Installation on an Improperly Prepared Site” fails to inform that the form is in fact the form to be used for the waiver by the consumer of problems with the site location.

**Department Response:** This Department agrees with the additional language suggested.

**§80.100(b)(20).** A commenter said that the Installation Checklist needs to include the method used to determine the soil torque value for auger anchor installation and to record that torque value along with the value of the load bearing capacity of soil. Customer should sign a Checklist or another document indicating the items were installed and there are no installation concerns upon completion. This will give consumer the opportunity to provide notice at the time of installation of any problems while at the same time the installer has some assurance the customer was satisfied at time the home was installed.

**Department Response:** The Department does not agree with the revisions because the consumer will not see the form. The checklist is only for the benefit of the installer.

**§80.100(b)(24).** TMHA commented that the “Affidavit of Fact” fails to describe what facts are being sought by the affidavit or when or how the form will be used.

**Department Response:** The AOF is a template that is useful to state any facts under most situations with an area for signatures and notary. It’s just a generic form.

**§80.100(b)(25).** TMHA commented that the “Affidavit of Error” fails to describe what error is addressed by the form or when or how the form is used.

**Department Response:** The AOE is a template that is useful when identifying user errors with an area for signatures and notary. It's just a generic form.

**§80.100(b)(31).** TMHA commented that the "Form M" fails to describe when it is used or to what it applies. All other form titles are descriptive in nature. Some forms whose titles have been changed from previous letters to more descriptive titles reference the prior letter title after the description within a parenthetical.

**Department Response:** The form is used as a coversheet when submitting multiple applications with one payment, to reconcile how much is intended for each application. There are instructions on the form. The Department will change the form name.

Except as noted below, the rules as proposed on September 21, 2007, are adopted as final rules with the following non-substantive changes.

**§80.2** - Renumbered the definitions from number (12) to the end because of adding and deleting definitions.

**§80.2(12)** - Deposits: Restored the definition.

**§80.2(13)** - Down Payment: Restored the definition.

**§80.2(20)** - Manufactured home site: Added the language "or will be installed."

**§80.2(24)** - Used home: Deleted the definition.

**§80.3(b)(2)** - Added timeframe to submit the Notice of Installation (Form T) for probationary installers.

**§80.3(c)** - Revised for clarification.

**§80.3(h)** - Restored the reference to the Standards Act relating to "Habitability."

**§80.4** - Revise the rule to state the Board will designate the advisory committee.

**§80.20(e)** - Revised by adding a new sentence at the end of the paragraph.

**§80.21(c)** - Reworded for clarification.

**§80.22(a)(2)** - Reworded for clarification.

**§80.22(a)(4)** - Reworded for clarification.

**Figure: 10 TAC §80.23(a)(4)** - Revised the Footer Capacities Table and added a new table titled Soil Type Chart.

**§80.23(b)** - Reworded for clarification.

§80.23(e)(4) - Revised by deleting the last sentence of the paragraph.

**Figure: 10 TAC §80.23(f)** - Revised the drawing and notations.

§80.23(f)(1) - Reworded for clarification.

§80.25(g)(5) - Added a paragraph for clarification.

§80.23(j) - Added the new subsection for temporary blocking of homes on a retail location.

**Figure: 10 TAC §80.24(c)(1)** - Revised note number 1 in the Anchor Installation drawing.

**Figure: 10 TAC §80.24(d)(2)** - Revised note number 2 and deleted note number 10 in the Maximum Spacing for Diagonal Ties table.

§80.24(d)(4)(B) - Revised by deleting “if feasible” at the end of the paragraph.

**Figure: 10 TAC §80.24(e)(1)** - Revised the Maximum Spacing for Diagonal Ties (Wind Zone II) table.

§80.24(f)(6)(C) - Revised grammatically.

**Figure: 10 TAC §80.25(a)(4)** - Added Mating Line Surfaces drawing.

**Figure: 10 TAC §80.25(b)(4)** - Revised by adding 3/4x at bottom right corner of Floor Connections drawing.

**Figure: 10 TAC §80.25(d)(2)** - Add Fastener Type and Spacing table above the Roof Connection drawing.

§80.25(e)(6) - Corrected typo.

§80.25(g)(5) - Added paragraph for clarification.

§80.25(i)(2)(A) - Reworded for clarification.

§80.25(j)(6) - Revised for clarification.

§80.30(a) - Revised for clarification by deleting the word “books”

§80.30(c) - Reworded for clarification.

§80.30(d) - Reworded for clarification.

§80.30(h) - Reworded for clarification.

§80.30(i) - Deleted subsection.

§80.32(a) - Reworded for clarification.

§80.32(e) - Deleted subsection.

§80.32(f) - Re-lettered subsection from (f) to (e) and revised for clarification.

§80.32(g) - Deleted subsection.

§80.32(h) - Re-lettered subsection from (h) to (f).

§80.32(i) - Re-lettered subsection from (i) to (g) and revised for clarification.

§80.32(j) - Re-lettered subsection from (j) to (h).

§80.32(k) - Re-lettered subsection from (k) to (i).

§80.32(l) - Re-lettered subsection from (l) to (j).

§80.32(m) - Re-lettered subsection from (m) to (k).

§80.32(n) - Re-lettered subsection from (n) to (l).

§80.32(o) - Re-lettered subsection from (o) to (m).

§80.32(p) - Re-lettered subsection from (p) to (n).

§80.32(q) - Re-lettered subsection from (q) to (o).

§80.32(r) - Re-lettered subsection from (r) to (p) and reworded for clarification.

§80.32(s) - Re-lettered subsection from (s) to (q).

§80.32(t) - Re-lettered subsection from (t) to (r).

§80.32(u) - Re-lettered subsection from (u) to (s).

§80.32(v) - Re-lettered subsection from (v) to (t).

§80.32(w) - Re-lettered subsection from (w) to (u).

§80.32(x) - Re-lettered subsection from (x) to (v).

§80.33(d) - Reworded for clarification.

§80.33(e) - Reworded for clarification.

§80.33(g) - Reworded for clarification.

§80.33(h) - Deleted subsection.

§80.33(i) - Re-lettered subsection from (i) to (h).

§80.33(j) - Re-lettered subsection from (j) to (i) and revised for clarification.

§80.33(k) - Re-lettered subsection from (k) to (j).

§80.33(k)(2) - Deleted paragraph.

§80.33(k)(3) - Corrected a typo and re-lettered paragraph from (k)(3) to (j)(2).

§80.33(k)(4) - Re-lettered paragraph from (k)(4) to (j)(3).

§80.33(k)(5) - Re-lettered paragraph from (k)(5) to (j)(4).

§80.33(l) - Re-lettered subsection from (l) to (k).

§80.33(l)(1) - Re-lettered paragraph from (l)(1) to (k)(1) and revised for clarification.

§80.33(l)(2) - Re-lettered paragraph from (l)(2) to (k)(2).

§80.33(l)(3) - Re-lettered paragraph from (l)(3) to (k)(3).

§80.33(l)(4) - Deleted paragraph.

§80.33(l)(5) - Re-lettered paragraph from (l)(5) to (k)(4).

§80.33(l)(6) - Re-lettered paragraph from (l)(6) to (k)(5).

§80.33(l)(7) - Re-lettered paragraph from (l)(7) to (k)(6).

§80.33(l)(8) - Re-lettered paragraph from (l)(8) to (k)(7) and added “and” at the end.

§80.33(l)(9) - Re-lettered paragraph from (l)(9) to (k)(8) and deleted “;and” and added a period at the end.

§80.33(l)(10) - Deleted paragraph.

§80.33(m) - Re-lettered subsection from (m) to (l).

§80.35(a) - Revised by changing “legally licensed” to “legally authorized.”

§80.35(b) - Revised by adding “or broker” at the end of the sentence.

§80.38(a) - Revised by changing “bona fide personal financial emergency” to “bona fide emergency.”

§80.40(e)(1) - Revised for clarification.

**§80.40(e)(2)** - Revised for clarification.

**§80.40(g)** - Revised for clarification.

**§80.41(a)(1)(B)** - Revised by including text that was located in (C).

**§80.41(a)(1)(C)** - Moved the original text to (B) and reworded relating to a sponsoring retailer notifying the Department of termination of salesperson.

**§80.41(c)(6)** - Reworded for clarification.

**§80.41(d)(2)** - Reworded for clarification.

**§80.41(e)(2)(A)** - Revised by deleting the last sentence.

**§80.41(f)(1)(B)** - Deleted subparagraph.

**§80.41(f)(1)(C)** - Re-lettered subparagraph from (C) to (B).

**§80.41(f)(1)(D)** - Re-lettered subparagraph from (D) to (C).

**§80.41(f)(1)(E)** - Re-lettered subparagraph from (E) to (D).

**§80.41(f)(1)(F)** - Deleted subparagraph.

**§80.72(c)** - Moved the last sentence to a new subsection (d) and re-lettered the subsequent subsections.

**§80.72(d)** - Moved the last sentence in (c) to a new (d) and re-lettered the original text in (d) to (e).

**§80.72(e)** - Re-lettered subsection from (e) to (f).

**§80.72(f)** - Re-lettered subsection from (f) to (g).

**§80.100(a)** - Reorganized list of forms.

**§80.100(b)(1)** - Revised form and consolidated the proposed Form (b)(2) relating to Out-of-State Manufacturer's Application for License with Form (b)(1).

**§80.100(b)(2)** - Deleted Out-of-State Manufacturer's Application for License form and combined the form with (b)(1) and renumbered the form in (b)(3) to (b)(2).

**§80.100(b)(3)** - Renumbered form in (b)(3) to (b)(2).

**§80.100(b)(4)** - Renumbered form in (b)(4) to (b)(3).

**§80.100(b)(5)** - Renumbered form in (b)(5) to (b)(4).

**§80.100(b)(6)** - Renumbered form in (b)(6) to (b)(5).

**§80.100(b)(7)** - Renumbered form in (b)(7) to (b)(6).

**§80.100(b)(8)** - Renumbered form in (b)(8) to (b)(7).

**§80.100(b)(9)** - Renumbered form in (b)(9) to (b)(8) and revised form for clarification.

**§80.100(b)(10).** - Renumbered form in (b)(10) to (b)(9) and revised form for clarification.

**§80.100(b)(11)** - Deleted the Disclosure of Condition of a Used Manufactured Home and moved (b)(12) to (b)(10).

**§80.100(b)(12)** - Renumbered form in (b)(12) to (b)(10) and revised form for clarification.

**§80.100(b)(13)** - Renumbered form in (b)(13) to (b)(11) and revised form for clarification.

**§80.100(b)(14)** - Renumbered form in (b)(14) to (b)(12) and revised form for clarification.

**§80.100(b)(15)** - Renumbered form in (b)(15) to (b)(13).

**§80.100(b)(16)** - Renumbered form in (b)(16) to (b)(14).

**§80.100(b)(17)** - Renumbered form in (b)(17) to (b)(15).

**§80.100(b)(18)** - Renumbered form in (b)(18) to (b)(16).

**§80.100(b)(19)** - Deleted the Installation Decal Request Form and renumbered form in (b)(20) to (b)(17).

**§80.100(b)(20)** - Renumbered form in (b)(20) to (b)(17).

**§80.100(b)(21)** - Renumbered form in (b)(21) to (b)(18).

**§80.100(b)(22)** - Renumbered form in (b)(22) to (b)(19).

**§80.100(b)(23)** - Renumbered form in (b)(23) to (b)(20).

**§80.100(b)(24)** - Renumbered form in (b)(24) to (b)(21).

**§80.100(b)(25)** - Renumbered form in (b)(25) to (b)(22).

**§80.100(b)(26)** - Renumbered form in (b)(26) to (b)(23).

**§80.100(b)(27)** - Renumbered form in (b)(27) to (b)(24).

**§80.100(b)(28)** - Renumbered form in (b)(28) to (b)(25) and

**§80.100(b)(29)** - Renumbered form in (b)(29) to (b)(26).



§80.100(b)(30) - Renumbered form in (b)(30) to (b)(27) and renumbered the Notice of Lien for Tax Lien/Release form from (b)(33) to (b)(30).

§80.100(b)(31) - Renumbered form in (b)(31) to (b)(28). Added a new form titled Notice of Lien to Perfect a Lien (Other than Tax Lien) form to (b)(31).

§80.100(b)(32) - Renumbered form in (b)(32) to (b)(29) and renumbered the Notification of Filing Status as a Central Tax Collector form previously (b)(34) to (b)(32).

§80.100(b)(33) - Renumbered form in (b)(33) to (b)(30) and renamed the form Notice of Lien for Tax Lien/Release form. Added a new form titled Site Preparation Notice form to (b)(33).

§80.100(b)(34) - Renumbered form in (b)(34) to (b)(32) and added the sample of a Statement of Ownership and Location to (b)(34).

§80.100(b)(35) - Added Application for License Renewal (other than a salesperson) form.

§80.100(b)(36) - Added the Right of Rescission Waiver form.

§80.100(b)(37) - Added the List of Unlicensed Installers form.

**The following is a restatement of the rules' factual basis:**

§80.1 **is adopted (without changes)** to identify the current installation and construction standards.

§80.2 **is adopted (with changes)** relating to definitions of terms used in this title.

§80.3 **is adopted (with changes)** relating list the required fees.

§80.4 **is adopted (with changes)** relating the requirements necessary to form an advisory committee.

§80.20 **is adopted (with changes)** relating to requirements for manufacturer's designs and installation instructions.

§80.21 **is adopted (with changes)** relating to requirements for the installation of manufactured homes.

§80.22 **is adopted (with changes)** relating to generic standards for moisture and ground vapor controls.

§80.23 **is adopted (with changes)** relating to generic standards for footers and piers.

Figure: 10 TAC §80.23(a)(4) **is adopted (with changes)** relating to Footer Capacities and including the Soil Type Chart.

Figure: 10 TAC §80.23(c) **is adopted (without changes)** - Footer Configurations.

Figure: 10 TAC §80.23(f) **is adopted (with changes)** relating - Pier Design.

Figure: 10 TAC §80.23(f)(2) **is adopted (without changes)** - Pier Loads (without perimeter supports).

Figure: 10 TAC §80.23(f)(3) **is adopted (without changes)** - Pier Loads (with perimeter supports) & Perimeter Pier View.

Figure: 10 TAC §80.23(g) **is adopted (without changes)** - Typical Multi-Section Pier Layout.

Figure: 10 TAC §80.23(h) **is adopted (without changes)** - Typical Single Section Pier Layout.

Figure: 10 TAC §80.23(i)(1) **is adopted (without changes)** - Column Load and Marriage Line Elevation.

Figure: 10 TAC §80.23(i)(4) **is adopted (without changes)** - Mating Line Column Loads.

§80.24 **is adopted (with changes)** relating to generic standards for anchoring systems.

Figure: 10 TAC §80.24(c)(1) **is adopted (with changes)** - Anchor Installation.

Figure: 10 TAC §80.24(c)(2) **is adopted (without changes)** - Placement of Stabilizing Devices.

Figure: 10 TAC §80.24(d)(1) **is adopted (without changes)** - Typical Anchor Layout.

Figure: 10 TAC §80.24(d)(2) **is adopted (with changes)** - Maximum Spacing for Diagonal Ties.

Figure: 10 TAC §80.24(d)(3) **is adopted (without changes)** - Minimum Number of Diagonal Ties for Wind Zone I.

Figure: 10 TAC §80.24(e)(1) **is adopted (with changes)** - Maximum Spacing for Diagonal Ties (Wind Zone II).

Figure: 10 TAC §80.24(f)(4) **is adopted (without changes)** - Maximum Centerline Wall Opening for Column Uplift Brackets.

Figure: 10 TAC §80.24(f)(5)(D) **is adopted (without changes)** - Anchor Span.

§80.25 **is adopted (with changes)** relating to generic standards for multi-section connections standards.

Figure: 10 TAC §80.25(b)(4) **is adopted (with changes)** by adding 3/4x at the bottom of the Floor Connections drawing - Fastener Options and Maximum Spacings Floor Table and Floor Connections Drawing.

Figure: 10 TAC §80.25(c)(2) **is adopted (without changes)** - Endwall Connections.

Figure: 10 TAC §80.25(d)(2) **is adopted (without changes)** - Roof Connection.

Figure: 10 TAC §80.25(e)(6) **is adopted (without changes)** - Exterior Roof Close-up.

Figure: 10 TAC §80.25(g)(4) **is adopted (without changes)** - HVAC (Heat/Cooling) Duct Crossover.

Figure: 10 TAC §80.25(h)(3) **is adopted (without changes)** - Multi-Section Crossover Connection.

Figure: 10 TAC §80.25(i)(1) **is adopted (without changes)** - Drain, Waste and Vent Floor Piping System.

Figure: 10 TAC §80.25(j)(2) **is adopted (without changes)** - Chassis Bonding.

Figure: 10 TAC §80.25(j)(3) **is adopted (without changes)** - Electrical Crossover.

Figure: 10 TAC §80.25(j)(6) **is adopted (without changes)** – Interior Service Panel and Main Panel Box Feeder Conductor Sizes.

Figure: 10 TAC §80.25(k)(2) **is adopted (without changes)** - Fuel Gas Pipe Crossover Connections.

§80.26 **is adopted (without changes)** relating to registration of stabilizing components and systems.

§80.30. The new section relates to responsibilities for all licensees’.

§80.31 **is adopted (without changes)** relating to manufacturers’ responsibilities and requirements.

§80.32 **is adopted (with changes)** relating to retailers' responsibilities and requirements.

§80.33 **is adopted (with changes)** relating to installers' responsibilities and requirements.

§80.34 **is adopted (without changes)** relating to brokers' responsibilities and requirements.

§80.35 **is adopted (with changes)** relating to salesperson’s responsibilities and requirements.

§80.36 **is adopted (without changes)** relating to rebuilder's responsibilities and requirements.

§80.37 **is adopted (without changes)** relating to correction requirements.

§80.38 **is adopted (with changes)** relating to the right to an advance copy of certain documents.

§80.40 **is adopted (with changes)** relating to security and insurance requirements.

§80.41 **is adopted (with changes)** relating to license requirements.

§80.70 **is adopted (without changes)** relating to enforcement.

§80.71 **is adopted (without changes)** relating to rules for hearings.

§80.72 **is adopted (with changes)** relating to sanctions and penalties.

§80.73 **adopted (without changes)** relating to procedures for handling consumer complaints.

§80.80 **adopted (without changes)** relating to administration of claims under the Manufactured Homeowners' Recovery Trust Fund.

§80.90 **adopted (without changes)** relating to the issuance of Statements of Ownership and Location.

§80.91 **adopted (without changes)** relating to the issuance of a Texas Seal.

§80.92 **adopted (without changes)** relating to inventory finance liens.

§80.93 **adopted (without changes)** relating to recording tax liens on manufactured homes.

Figure: 10 TAC §80.93(b) **is adopted (without changes)** – Tax Lien File Layout.

§80.100 **is adopted (with changes)** relating to forms.

Figure: 10 TAC §80.100(b)(1) **is adopted (with changes)** - Texas Manufacturer's Application for License.

Figure: 10 TAC §80.100(b)(2) **is adopted (with changes) by deleting the** Out-of-State Manufacturer's Application for License and combining the information into the regular application for license located in §80.100 (b)(1).

Figure: 10 TAC §80.100(b)(3) **is adopted (with changes)** - Retailer, Broker, and/or Installer's Application for License.

Figure: 10 TAC §80.100(b)(4) **is adopted (with changes)** - Retailer with Branch Locations Application for License.

Figure: 10 TAC §80.100(b)(5) **is adopted (with changes)** - Salesperson's Application for License.

Figure: 10 TAC §80.100(b)(6) **is adopted (with changes)** - Surety Bond.

Figure: 10 TAC §80.100(b)(7) **is adopted (with changes)** - Deposit Account Control Agreement.

Figure: 10 TAC §80.100(b)(8) **is adopted (with changes)** - Manufacturer's Certificate of Origin.

Figure: 10 TAC §80.100(b)(9) **is adopted (with changes)** - Consumer Disclosure Statement.

Figure: 10 TAC §80.100(b)(10) **is adopted (with changes)** - Warranty and Disclosure for a Used Manufactured Home.

Figure: 10 TAC §80.100(b)(11) **is not adopted because it deleted** - Disclosure of Condition of a Used Manufactured Home.

Figure: 10 TAC §80.100(b)(12) **is adopted (with changes)** - Retail Monitoring Checklist.

Figure: 10 TAC §80.100(b)(13) **is adopted (with changes)** - Consumer Notice of Licensed and Bonded Location.

Figure: 10 TAC §80.100(b)(14) **is adopted (with changes)** - Notice and Informed Consent to Installation on an Improperly Prepared Site.

Figure: 10 TAC §80.100(b)(15) **is adopted (with changes)** - Formaldehyde Notice.

Figure: 10 TAC §80.100(b)(16) **is adopted (with changes)** - Texas Inventory Finance Security Form.

Figure: 10 TAC §80.100(b)(17) **is adopted (with changes)** - Broker Disclosure Form.

Figure: 10 TAC §80.100(b)(18) **is adopted (with changes)** - Notice of Installation (Form T).

Figure: 10 TAC §80.100(b)(19) **is not adopted because it deleted** - Installation Decal Request Form.

Figure: 10 TAC §80.100(b)(20) **is adopted (with changes)** - Installation Checklist.

Figure: 10 TAC §80.100(b)(21) **is adopted (with changes)** - Estimate for Reassigned Warranty Work.

Figure: 10 TAC §80.100(b)(22) **is adopted (with changes)** - Application for Statement of Ownership and Location.

Figure: 10 TAC §80.100(b)(23) **is adopted (with changes)** - Application for Correction to Statement of Ownership and Location.

Figure: 10 TAC §80.100(b)(24) **is adopted (with changes)** - Affidavit of Fact.

Figure: 10 TAC §80.100(b)(25) **is adopted (with changes)** - Affidavit of Error.

Figure: 10 TAC §80.100(b)(26) **is adopted (with changes)** - Affidavit of Fact for Right of Survivorship.

Figure: 10 TAC §80.100(b)(27) **is adopted (with changes)** - Affidavit of Fact for Incomplete SOL Application.

Figure: 10 TAC §80.100(b)(28) **is adopted (with changes)** - Release or Foreclosure of Lien (Form B).

Figure: 10 TAC §80.100(b)(29) **is adopted (with changes)** - Statement of Inheritance (Form C).

Figure: 10 TAC §80.100(b)(30) **is adopted (with changes)** - Taxing Entity Application for Texas Seal (Form S).

Figure: 10 TAC §80.100(b)(31) **is adopted (with changes)** - Form M.

Figure: 10 TAC §80.100(b)(32) **is adopted (with changes)** - Instructions to Third Party Closer.

Figure: 10 TAC §80.100(b)(33) **is adopted (with changes)** - Tax Lien Record and Release Form.

Figure: 10 TAC §80.100(b)(34) **is adopted (with changes)** - Notification of filing status as a Central Tax Collector.

The new and amended rules are adopted under the Texas Manufactured Housing Standards Act, Occupations Code, Chapter 1201, §1201.052, which provides the department with authority to amend, add, and repeal rules governing the Manufactured Housing Division of the Department and under Texas Government Code, Chapter 2306, §2306.6014, which authorizes the director to adopt rules as necessary to administer and enforce the manufactured housing program through the Manufactured Housing Division.

The agency hereby certifies that the new and amended rules have been reviewed by legal counsel and found to be within the agency's authority to adopt.

No other statute, code, or article is affected by the adoption of the new rules.

**Manufactured Housing Division of the TDHCA**  
**Proposed New 10 TAC, Chapter 80, Administrative Rules**  
***RULES REVISED FOR ADOPTION: 11/01/2007***  
***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

<i><b>LEGEND</b></i>	
<u><b>UNDERLINED TEXT</b></u>	<b>PROPOSED NEW TEXT</b>
<del><b>STRIKETHROUGH TEXT</b></del>	<b>PROPOSED DELETED TEXT</b>

**Subchapter A. Codes, Standards, Terms, Fees and Administration**

- §80.1. Texas Manufactured Housing Standards Code.
- §80.2. Definitions.
- §80.3. Fees.
- §80.4. Advisory Committee.

**Subchapter B. Installation Standards and Device Approvals**

- §80.20. Requirements for Manufacturer's Designs and Installation Instructions.
- §80.21. Requirements for the Installation of Manufactured Homes.
- §80.22. Generic Standards for Moisture and Ground Vapor Controls.
- §80.23. Generic Standards for Footers and Piers.
- §80.24. Generic Standards for Anchoring Systems.
- §80.25. Generic Standards for Multi-Section Connections Standards.
- §80.26. Registration of Stabilizing Components and Systems.

**Subchapter C. Licensees' Responsibilities and Requirements**

- §80.30. All Licensees' Responsibilities.
- §80.31. Manufacturers' Responsibilities and Requirements.
- §80.32. Retailers' Responsibilities and Requirements.
- §80.33. Installers' Responsibilities and Requirements.
- §80.34. Brokers' Responsibilities and Requirements.
- §80.35. Salesperson's Responsibilities and Requirements.
- §80.36. Rebuilder's Responsibilities and Requirements.
- §80.37. Correction Requirements.
- §80.38. Right to advance copy of Certain Documents.

**Subchapter D.**

**A new Subchapter D is intentionally not proposed to prevent a conflict with the installation standards rules that cannot be effective for 60 days after the date of publication of adoption in the *Texas Register*. The non-installation standards rules are effective 30 days after publication, which would cause a conflict if non-installation standards are proposed in a new Subchapter D.**

**Subchapter E. Licensing**

- §80.40. Security and Insurance Requirements.
- §80.41. License Requirements.

**Subchapter F. Enforcement**

- §80.70. Enforcement.
- §80.71. Rules for Hearings.
- §80.72. Sanctions and Penalties.
- §80.73. Procedures for Handling Consumer Complaints.

## **Subchapter G. Manufactures Homeowners' Recovery Trust Fund**

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

## **Subchapter H. Statements of Ownership and Location**

§80.90. Issuance of Statements of Ownership and Location.

§80.91. Issuance of a Texas Seal.

§80.92. Inventory Finance Liens.

§80.93. Recording Tax Liens on Manufactured Homes.

## **Subchapter I. Forms**

§80.100. List of Forms.



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

***RULES REVISED FOR ADOPTION: 11/01/2007***

***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

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

The standards and requirements for the installation and construction of manufactured housing adopted by the board in accordance with §1201.251(a)(1) of the Texas Manufactured Housing Standards Act (Standards Act) are as follows:

- (1) The construction standards set out in Chapter VI of the Housing and Community Development Act of 1974, as the same may be amended from time to time, or under any official rule, official interpretation, or adopted standard issued or adopted by the Department of Housing and Urban Development under such law;
- (2) The installation standards set forth in this chapter; and
- (3) Applicable standards for installation components established by
  - (A) Chapter 43 of the latest edition of the International Residential Code;
  - (B) The stabilizing component destruction test failure criteria of the FMHCSS, as implemented by 24 CFR, Part 3280 and the latest edition of the International Residential Code, Appendix E; and
  - (C) The American Wood Preserver's Association and referenced by the latest edition of the International Residential Code Preservation for treated (PT) wood components.
- (4) Collectively, the foregoing, together with the Standards Act and these rules, are referred to as the Texas Manufactured Housing Standards Code (“the Code”).

**§80.2. Definitions.**

Terms used herein that are defined in the Code and the Standards Act have the meanings ascribed to them therein. The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

- (1) APA--Administrative Procedure Act, Texas Government Code, Chapter 2001.
- (2) Business days--Includes every day on the calendar except Saturday, Sunday, and federal and state holidays.
- (3) Chattel Mortgage--Any loan that is not subject to the Real Estate Settlement Procedures Act (RESPA).
- (4) Coastline--The shoreline that forms the boundary between the land and the Gulf of Mexico or a bay or estuary connecting to the Gulf of Mexico that is more than five miles wide.
- (5) Cosmetic--Matters of flaws and finish, appearance, materials or workmanship not covered by 24 CFR Part 3280.
- (6) Credit document--Any executed written agreements between the consumer and creditor that describe or are required in connection with an actual credit transaction.
- (7) Creditor--A person involved in a credit transaction who:
  - (A) extends or arranges the extension of credit; or
  - (B) is a retailer or broker as defined in the Standards Act and participates in arranging for the extension of credit.
- (8) Custom designed stabilization system--An anchoring and support system that is not an approved method as prescribed by the state generic standards, manufacturer's installation instructions, or other systems pre-approved by the Department.
- (9) Dangerous conditions--Any condition which, if present, would constitute an imminent threat to health or safety.
- (10) DAPIA--The Design Approval Primary Inspection Agency.
- (11) Department or TDHCA--The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (TDHCA).
- (12) [Deposits - Money or other consideration given by a consumer to a retailer, salesperson, or agent of a retailer to hold a manufactured home in inventory for subsequent purchase or to confirm the agreed price on a home to be specially ordered.](#)

**Note: Dept. agrees with TMHA's comment to restore definition that is in the current rules.**

- (13) Down Payment - An amount, including the value of any property used as a trade-in, paid to a retailer to be applied to the purchase price of a manufactured home, including any goods or services that are a part of that transaction.

**Note: Dept. agrees with TMHA's comment to restore definition that is in the current rules.**

- ~~(14)~~(12) Dwelling unit--One or more habitable rooms which are designed to be occupied for living.
- ~~(15)~~(13) FMHCSS--Federal Manufactured Home Construction and Safety Standards that implement the National Manufactured Home Construction and Safety Standards Act of 1974, 42 USC 5401, et seq., as amended from time to time.
- ~~(16)~~(14) Independent testing laboratory--An agency or firm that tests products for conformance to standards and employs at least one engineer or architect licensed in at least one state.
- ~~(17)~~(15) Inventory Lender--A person that is involved in extending credit for inventory financing secured by manufactured housing.
- ~~(18)~~(16) IPIA--The Production Inspection Primary Inspection Agency which evaluates the ability of manufactured home manufacturing plants to follow approved quality control procedures and/or provides ongoing surveillance of the manufacturing process.
- ~~(19)~~(17) Long-Term Lease--For the purpose of determining whether or not the owner of a manufactured home may elect to treat the home as real property, is a lease on land to which the manufactured home has been attached and which:
- (A) has been approved by each lienholder for the manufactured home by placing on file with the Department written consent to have the home treated as real property; or
  - (B) is for at least five years if the home is not financed.
- ~~(20)~~(18) Main frame--A chassis or structure serving a similar purpose.
- ~~(21)~~(19) Manufactured home identification numbers--HUD label number, serial number, or Texas seal number. For the purpose of maintaining ownership and location records, including the perfection of liens, the numbers shall include the HUD label number(s) and the serial number(s) imprinted or stamped on the home in accordance with HUD

departmental regulations. For homes manufactured prior to June 15, 1976, the Texas seal number, as issued by the Department, shall be used instead of the HUD label number. If a home manufactured prior to June 15, 1976, does not have a Texas seal, or if a home manufactured after June 15, 1976, does not have a HUD label, a Texas seal shall be purchased from the Department and attached to the home in upper left corner on the end opposite the tongue end and used for identification in lieu of the HUD label number.

~~(22)~~(20) Manufactured home site--That area of a lot or tract of land on which a manufactured home is or will be installed.

**NOTE: Dept. agrees with TMHA's comment.**

~~(23)~~(21) Permanent foundation--A foundation which meets the requirements of §80.21 of this chapter (relating to Requirements for the Installation of Manufactured Homes) and was constructed according to drawings, as required by that section, which state that the foundation is a permanent foundation for a manufactured home.

~~(24)~~(22) Promptly--Means within the time prescribed by the Standards Act, these Rules, and any administrative order (including any properly granted extension) or, in the case of a matter that constitutes an imminent threat to health or safety, as quickly as reasonably possible.

~~(25)~~(23) Stabilization systems--A combination of the anchoring and support system. It includes, but is not limited to the following components:

- (A) Anchoring components--Any component which is attached to the manufactured home and is designed to resist the horizontal and vertical forces imposed on the manufactured home as a result of wind loading. These components include, but are not limited to auger anchors, rock anchors, slab anchors, ground anchors, stabilizing devices, connection bolts, j-hooks, buckles, and split bolts.
- (B) Anchoring equipment--Straps, cables, turnbuckles, tubes, and chains, including tensioning devices, which are used with ties to secure a manufactured home to anchoring components or other devices.
- (C) Anchoring systems--Combination of ties, anchoring components, and anchoring equipment that will resist overturning and lateral movement of the manufactured home from wind forces.

- (D) Diagonal tie--A tie intended to primarily resist horizontal forces, but which may also be used to resist vertical forces.
- (E) Footing--That portion of the support system that transmits loads directly to the soil.
- (F) Ground anchor--Any device at the manufactured home site designed to transfer manufactured home anchoring loads to the ground.
- (G) Longitudinal ties--Designed to prevent lateral movement along the length of the home.
- (H) Shim--A wedge-shaped piece of hardwood or other registered component not to exceed one (1) inch vertical (actual) height.
- (I) Stabilizing components--All components of the anchoring and support system such as piers, footings, ties, anchoring equipment, ground anchors and any other equipment, which supports the manufactured home and secures it to the ground.
- (J) Support system--A combination of footings, piers, caps and shims that support the manufactured home.
- (K) Vertical tie--A tie intended primarily to resist the uplifting and overturning forces.

~~(24) — Used home—Any manufactured home (or mobile home) which has been occupied for living or for which a Statement of Ownership and Location has been issued.~~

**NOTE: Dept. agrees with TMHA's comment to delete definition.**

**§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;
  - (5) \$350 for each broker's license;

- (6) \$350 for each installer's license; and
  - (7) \$200 for each salesperson's license.
- (b) Installation Fees:
- (1) There is a reporting fee of \$75 for the installation of a single section manufactured home and \$25 for each additional section.
  - (2) The reporting fee must be submitted to the Department with the completed Notice of Installation (Form T) no later than seven (7) days after which the installation is completed, but not later than three (3) days for probationary installers.

**NOTE: Dept. agrees with Bill Beville's comment.**

- (3) Fee distributions to local governmental entities performing inspection functions pursuant to contract with the Department shall be made in accordance with Department procedures and the provisions of the contract.
- (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 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.

**NOTE: Dept. agrees with Bill Beville's comment.**

- (d) Education Fee: Each attendee at the regularly offered course of initial instruction in the law and consumer protection regulations for license applicants shall be assessed a fee of \$250. Subject to availability of staff, the Department may provide additional initial instruction courses upon request for a fee of \$250 per attendee plus reimbursement to the Department for the actual costs of the training session and any related costs, such as travel, meal, and lodging.
- (e) There is a fee of \$300 to process an application for a contract to be approved to provide an initial instruction for licensing course or a continuing education program under §1201.113 of the Standards Act.

- (f) Industry Request. The manufacturer or retailer may request a consumer complaint home inspection. The request must be accompanied by the required fee of \$150.00.
- (g) There is a fee of \$150 for the inspection of a manufactured home which is to be designated for residential use after having been previously designated for business use or which is elected as personal property after having been designated as real property. The purpose of the inspection is to determine if the home is habitable. The fee must accompany a written request for inspection and must be submitted either prior to or in connection with the submission of an Application for Statement of Ownership and Location.
- (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.

**NOTE: Dept. agrees with TMHA's comment.**

- (1) The fee and required notification shall be submitted in accordance with §80.36 of this chapter (relating to Rebuilder's Responsibilities and Requirements).
- (2) The 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 rebuilder for the charges incurred, and no Statement of Ownership and Location shall be issued until all charges and fees have been paid.
- (i) There is no fee for an initial inspection relating to a complaint. If a re-inspection is requested by a consumer or a licensee, a fee of \$150 will be assessed against any licensee found, by final order, to have violated any warranty or any other requirements of the Standards Act or these rules made the subject of the complaint.
- (j) 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) A fee of \$55 will be required for the issuance of a Statement of Ownership and Location;
  - (2) A fee of \$1.50 will be required for each additional requested certified copy other than copies provided at issuance as required by the Standards Act;

- (3) If a correction of a document is required as a result of a mistake by the Department, there is no fee for the issuance of corrected document. However, if the error was not made by the Department, a request for correction of the error must be made on a completed Application for Statement of Ownership and Location and submitted to the Department along with the required fee of \$55 and any necessary supporting documentation.
  - (4) When multiple applications are submitted, the Form M set forth 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.
- (k) Method of Payment.
- (1) All checks shall be made payable to the Texas Department of Housing and Community Affairs or TDHCA.
  - (2) All license renewals may also be paid by credit card or ACH, if submitted through Texas Online.
- (l) Loss of Check Writing Privileges. Any person who has more than one (1) time paid for anything requiring a fee under these rules with a check that is returned uncollectible, whether "NSF," closed account, refer to maker, or for any similar reason, is required to make all future payments, if any, by means of money order or cashier's check.
- (m) The director may approve a refund of all or a portion of any fee collected if he or she makes a documented determination showing that:
- (1) The fee was for a service applied for in error based on incorrect advice from the Department; or
  - (2) The fee represented a duplicate payment for a service for which money had already been collected by the Department or a licensee.

**§80.4. Advisory Committee.**

The Board **Chair** shall designate ~~and report to the Board~~ 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 §1201.205(e) of the Standards Act.

**NOTE: Dept. agrees with TMHA's comments #7 and 15.**



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

***RULES REVISED FOR ADOPTION: 11/01/2007***  
***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

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

- (a) With each new home, the manufacturer shall provide printed instructions which at a minimum must:
  - (1) specify the location, orientation and required capacity of stabilizing components on which the design is based;
  - (2) be filed with the Department;
  - (3) be approved by the manufacturer's DAPIA; and
  - (4) contain DAPIA approval stamps, engineer or architect approval stamps, and the installation manual effective date on each page of the installation instructions or on the cover pages of bound installation manuals, unless an equivalent method of authentication is used for electronically filed documents.
- (b) If a manufacturer determines that one or more of its homes requires a deviation from the generic standards to protect the structural integrity of the home, the manufacturer must include instructions for the necessary deviation in the manufacturer's DAPIA-approved installation instructions and provide a list of all homes affected. The manufacturer must provide a copy to the Department along with a letter informing the Department of the required deviation included in the instructions and giving the Department permission to reproduce and release copies of such instructions upon request. On the Department's website, the Department will maintain a current list of all required deviations from generic standards and will provide a copy to anyone who requests it.
- (c) At least thirty (30) calendar days prior to the effective date of any change, modification, or update to the manufacturer's installation instructions or any appendix, the manufacturer shall file such change, modification, or update with the Department and mail a copy(s) to all the manufacturer's retailers. Links to appendix are posted on the Department's website.
- (d) The manufacturer shall file with the Department additional copies of manufacturer's installation instructions for each model in the number specified by the Department. If no number is specified, one copy of each such set of instructions will suffice.
- (e) If the Department finds that the manufacturer's instructions do not address all matters necessary to enable the Department to inspect an installation, the Department will advise the manufacturer that the State Generic Instructions will be used for matters not addressed and request that the manufacturer amend its DAPIA

approved instructions within thirty days (30) of notification. [The Executive Director may grant a limited number of extensions as needed.](#)

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

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

- (a) When they are installed, all manufactured homes shall be installed by a licensed installer to resist overturning and lateral movement of the home, and the installation must be completed in accordance with instructions appropriate for the Wind Zone where the home is to be installed as per one of the following:
  - (1) the home manufacturer's DAPIA-approved installation instructions;
  - (2) the state's generic standards set forth in §§80.22, 80.23, 80.24, and 80.25 of this chapter;
  - (3) the instructions for a stabilization system registered with the Department in accordance with §80.26 of this chapter (relating to Registration of Stabilizing Components and Systems); or
  - (4) the instructions for a special stabilization system which:
    - (A) may or may not be a permanent foundation;
    - (B) is for a particular manufactured home or an identified class of manufactured homes to be installed at a particular area with similar soil properties according to county soil survey or other geotechnical reports; and
    - (C) is either:
      - (i) a pre-existing foundation for which a professional engineer or architect licensed in Texas has issued written approval for the installation of a particular home, and the written approval shall be submitted to the Department with the installation report; or
      - (ii) installed in accordance with a custom designed stabilization system drawing that is stamped by a Texas licensed professional engineer or architect. A copy of the stabilization system drawing must be forwarded to the Department along with the installation report.
- (b) When a home is installed on a stabilization system registered with the Department or a special stabilization system, the installer must follow the home manufacturer's DAPIA-approved installation instructions for any aspect of the installation that is not covered by the system's installation instructions or drawings.

- (c) The installer must use stabilizing components that have the required capacity and install them according to the anchor or stabilizing component manufacturer's current installation instructions. All stabilizing components must be resistant to all effects of weathering including that encountered along the Texas gulf coast. Anchors must be made resistant to corrosion of non-corrosive material. Nonconcrete stabilizing components and systems for use within 1500 feet of the coastline shall be specifically certified for this use. Preservative Preservation treated (PT) wood components shall conform to the applicable standards issued by the American Wood Preserver's Association and referenced by the latest edition of the International Residential Code. ~~NOTE: If you are using a reconditioned/used piece of equipment (i.e. anchor, strap, clip etc.) then the original product number, vendor name, and/or patent number must be legible on the product. The use of re-conditioned equipment (i.e. anchor, strap, and clip) or any anchoring component by licensed installer on the new installations is not permitted. Homeowners are exempt from this requirement provided the integrity of the component is acceptable and approved by the state and the original product number, vendor name, and/or patent number must be legible on the product.~~

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (d) Site Preparation Responsibilities and Requirements:
- (1) A consumer acquiring a manufactured home to be installed, new or used, is responsible for the proper preparation of the site where the manufactured home will be installed except as set forth in §80.22 of this chapter (relating to Generic Standards for Moisture and Ground Vapor Controls).
  - (2) Whenever a licensed retailer intends to sell a 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 in subchapter I of this chapter (relating to Forms) PRIOR to the execution of any binding sales agreement.
  - (3) 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 in subchapter I of this chapter PRIOR to entering into a binding agreement to move that home.
- (e) If at the time of installation or within 90 days thereafter as stated on the contract, the retailer or installer provides the materials for skirting or contracts for the installation of skirting, the retailer or installer is responsible for installing any required moisture and ground vapor control measures in accordance with the home installation instructions, specifications of a registered stabilization system, or the generic standards and shall provide for the proper cross ventilation of the crawl space. If the consumer contracts with a person other than the retailer or installer for the skirting, the consumer is responsible for installing the moisture and ground vapor control measures and for providing for the proper cross ventilation of the crawl space.

- (f) Clearance: If the manufactured home is installed according to the state's generic standards, a minimum clearance of 18 inches between the ground and the bottom of the floor joists must be maintained. In addition, the installer shall be responsible for installing the home with sufficient clearance between the I-Beams and the ground so that after the crossover duct prescribed by the manufacturer is properly installed it will not be in contact with the ground. Refer to §80.25 of this chapter (relating to Generic Standards for Multi-Section Connections Standards) for additional requirements for utility connections. The Installer must remove all debris, sod, tree stumps and other organic materials from all areas where footings are to be located.
- (g) Drainage: The consumer is responsible for proper site drainage where the manufactured home (new or used) is to be installed unless the home is installed in a rental community. Drainage prevents water build-up under the home. Water build-up may cause shifting or settling of the foundation, dampness in the home, damage to siding and bottom board, buckling of walls and floors, delamination of floor decking and problems with the operation of windows and doors.

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

- (a) If the manufactured home is installed according to the state's generic standards and the space under the home is to be enclosed with skirting and/or other materials provided by the retailer and/or installer, the enclosure must meet the following requirements:
  - (1) At least one access opening that does not require the use of tools to gain access shall not be less than 18 inches in any dimension and not less than three square feet in area shall be provided by the installer. The access opening shall be located so as to enable, to the extent reasonably possible, the visual inspection of water supply and sewer drain connections.
  - (2) If a clothes dryer exhaust duct, air conditioning condensation drain, or combustion air inlet is present, the installer must pass it through the skirting to the outside. All air conditioning condensation lines must be installed in such manner that prevents ponding within 5 feet of the foundation.

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (3) Crawl space ventilation must be provided at the rate of minimum 1 square foot of net free area, for every 150 square feet of floor area.
- (4) At least six openings shall be provided, one at each end of the home and two on each side of the home. There must be a ventilation within 3feet of each corner. The openings shall be screened or otherwise covered to prevent entrance of rodents (note: screening will reduce net free area). For example, a 16'x76' single section home has 1216 square feet of floor area.

This 1216 square feet divided by 150 equals 8.1 square feet or 1166 square inches of net free area crawl space ventilation.

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (b) The generic ground vapor control measure shall consist of a ground vapor retarder that is minimum 6 mil polyethylene sheeting or its equivalent, installed so that the area under the home is covered with sheeting and overlapped approximately 12 inches at all joints. Any tear larger than 18 inches long or wide must be taped using a material appropriate for the sheeting used. The laps should be weighted down to prevent movement. Any small tears and/or voids around construction (footings, anchor heads, etc.) are acceptable.

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

- (a) Proper sizing of footings depends on the load carrying capacity of both the piers and the soil. To determine the load bearing capacity of the soil, the installer may use any of the following methods:
  - (1) Using a pocket penetrometer;
  - (2) Soil surveys from the U.S. Department of Agriculture;
  - (3) Values from tables of allowable or presumptive bearing capacities given in local building codes. Such tables are commonly available from the local authority having jurisdiction; or
  - (4) Any other test data from soil analysis reports.

**FOOTER CAPACITIES (LBS)**

-----Soil Bearing Capacity-----

Footer size	1000psf	1500psf	2000psf	2500psf	3000psf or greater	3500psf	4000 psf
16x16x4	1700	2700	3500	4400	5300	6100	7000
20x20x4	2700	4100	5500	6900	8300	9400	11000
16x32x4	3500	5200	6800	8600	10400	12000	14000
24x24x4	4000	6000	8000	10000	12000	14000	16000

Notes:

- 1) 8x16x4 footers may be used for perimeter and/or exterior door supports. Capacity is half that of the tabulated values for a 16x16x4 footer. For double 8x16x4 footers use the 16x16x4 row.
- 2) Footers of material other than concrete may be used if registered with the Department and the listed capacity and area is equal to or greater than the footer it replaces. Concrete footers of sizes not listed may be used as long as their size is equal to or greater than the size listed.
- 3) Footers with loads greater than 8,000 lbs. require a double stacked pier.
- 4) All poured concrete is minimum 2500 psi at 28 days.
- 5) Actual footer dimensions may be 3/8 inch less than the nominal dimensions for solid concrete footers conforming to the specifications in ASTM C90-99a, Standard Specification for Load bearing Concrete Masonry Units.

## SOIL TYPE CHART

<u>Class of Material</u>	<u>Load-Bearing Pressure (lbs per s.f.)</u>
<u>Crystalline bedrock</u>	<u>12,000</u>
<u>Sedimentary and foliated rock</u>	<u>4,000</u>
<u>Sandy gravel and/or gravel (GW and GP)</u>	<u>3,000</u>
<u>Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC)</u>	<u>2,000</u>
<u>Clay, sandy clay, silty clay, clayey silt, silt and sandy silt (CL, ML, MH and CH)</u>	<u>1,500<sup>b</sup></u>
<b><u>For information only. Exact soil type must be determined by a certified lab.</u></b>	

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

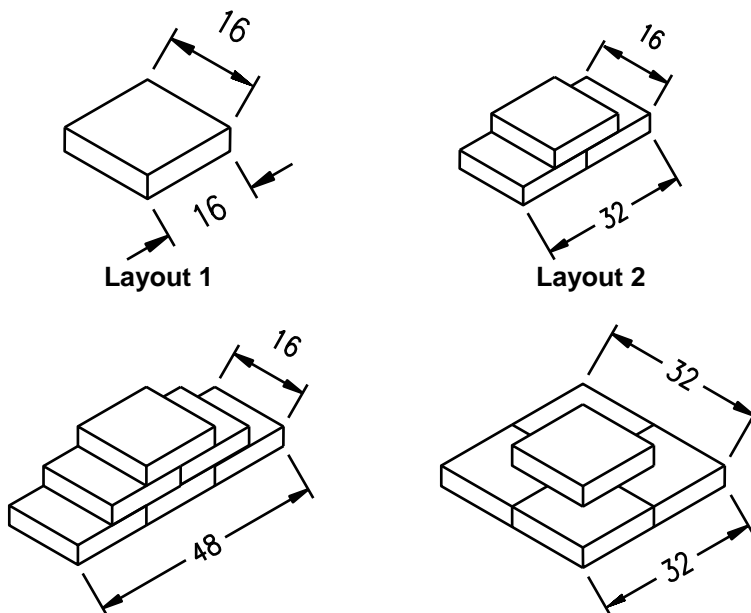
- (b) The footing must be placed on firm, undisturbed soil, or fill compacted to at least 90% of its maximum relative density **is required and must be verified every 6"- 8" vertically on the build-up.** Installation on loose, noncompacted fill may **result in settlement/movement of the home and may** invalidate the home's limited warranty.

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (c) Footer Configurations.

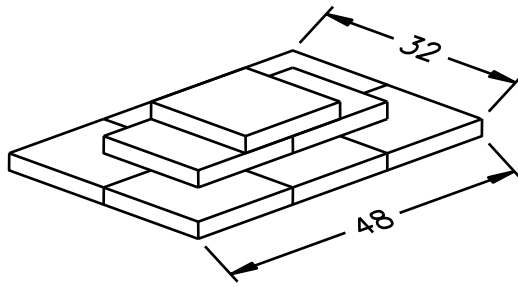
**Notes: Typical pier pad: 16 in. x 16 in. x 4 in. thick precast concrete.**

### FOOTER CONFIGURATIONS

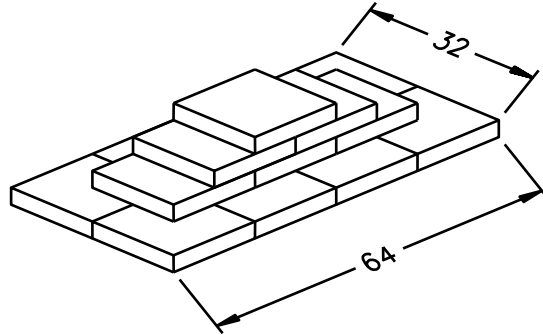


**Layout 3**

**Layout 4**



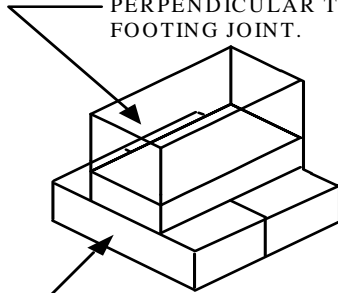
**Layout 5**



**Layout 6**

**DOUBLE 8x16x4**

PLACE CONCRETE BLOCKS  
PERPENDICULAR TO  
FOOTING JOINT.



THREE 8X16X4 CONCRETE  
BLOCKS FOR FOOTING.  
BLOCKS MUST BE LEVEL  
TO EACH OTHER.

**Layout 7**

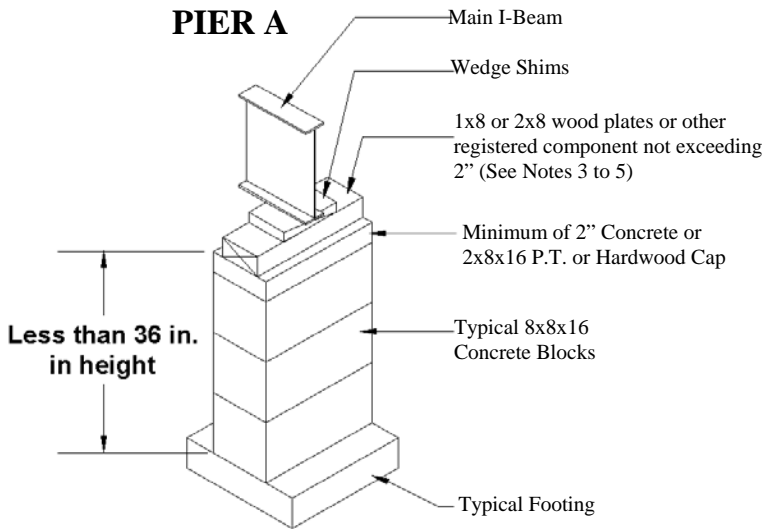
- (d) Footer sizing and capacities: The Footer Capacities table in subsection (a)(4) of this section represent maximum loads and spacings based on footer size and soil bearing capacity. Other footers may be used if equal or greater in bearing area than those footer sizes tabulated.
- (e) Piers and pier spacings: Spacing and location of piers shall be in accordance with the tables listed in this chapter.
  - (1) Spacing shall be as even as practicable avoiding obstacles that are not in control of the installer along each main I-Beam. Pier spacing may exceed tabulated values up to 30% so long as the total pier count remains the same. End piers are to be located within 24 inches of the end of the main frame.
  - (2) Piers shall extend at least 6 inches from the centerline of the I-Beam or be designed to prevent dislodgment due to horizontal movement of less than 4 inches.
  - (3) Load bearing supports or devices shall be registered with the Department in accordance with §80.26 of this chapter (relating to Registration of Stabilizing Components and Systems).
  - (4) Sidewall openings greater than 4 feet shall have perimeter piers located under each side of the opening, *i.e.* patio doors, recessed porches/entries, bay windows and porch posts. Perimeter piers for openings are not required for endwalls. ~~However, perimeter piers are required at a door less than 48 inches only to make an inoperable door operational.~~

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**



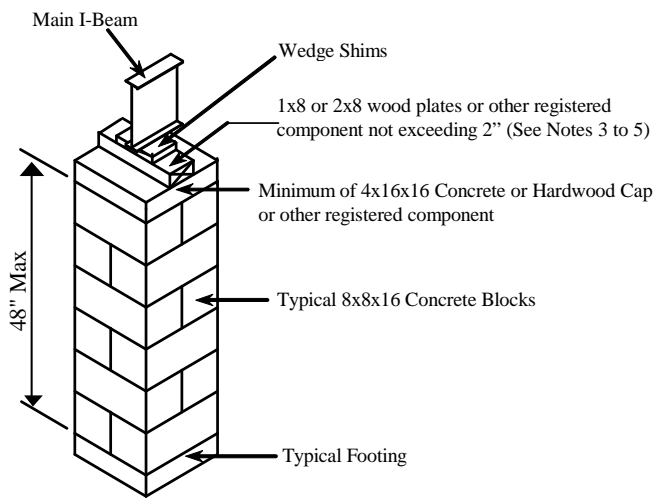
- (f) Pier design: Piers shall be constructed per the details in the Pier Design.

**PIER DESIGN (SINGLE & MULTI-SECTION STACK)**



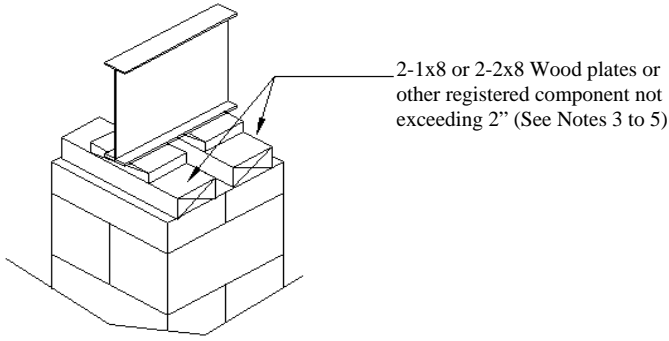
Pier A: Single stack of solid or open cell, 8x8x16 concrete blocks. Maximum height is 36 inches as measured from the top of the footer to the top of the last concrete block. Concrete blocks are installed with their lengths perpendicular to the main I-Beam. Open cells must be vertical and in alignment.

**Pier B**



Pier B: Interlocked double stack of solid or open cell 8x8x16 concrete blocks. The maximum height is ~~48~~ <sup>67</sup> inches as measured from the top of the footer to the top of the last concrete block. Piers of greater heights are allowed if they are within limits established in adopted federal standards. The pier is capped with a minimum 16x16x4 concrete cap. Open cells must be vertical and in alignment. Each course of open cell blocks must be perpendicular to the previous course.

**Pier B-1**



Note:

- 1) Open cell and solid concrete blocks shall meet ASTM-C90-99a, Standard Specification for load bearing Concrete Masonry Units.
- 2) Support system components are to be undamaged and installed in a manner to accomplish the purpose intended.
- 3) Either wood caps or shims must be used between I-Beam and concrete.
- 4) **Preservative Preservation** treated (PT) wood components shall conform to the applicable standards issued by the American Wood Preserver's Association and referenced by the latest edition of the International Residential Code.
- 5) When concrete caps are used, wood plates or other registered components are required. When wood caps are used, wood plates shall not be used. **A maximum of 4" of wood including shims, nominal is allowed.**

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (1) Shimming (if needed): Shims are commonly used as a means for leveling the home and filling any voids left between the bottom flange of the I-Beam and the top of the pier cap. Wedge shaped shims must be installed from both sides of the I-Beam to provide a level bearing surface. The allowable height must not exceed 1 inch. Shims shall be a minimum of **3"x 6" 3x6** nominal. **All adjustment shims (marriage and perimeter) must be installed in manner which prevents dislodgement.**

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (2) Table for pier spacing without perimeter piers.

**PIER LOADS (LBS) AT TABULATED SPACINGS**  
**(WITHOUT PERIMETER SUPPORTS)**

----- maximum pier spacing -----

Unit Width(ft)	4 ft o.c.	5 ft o.c.	6 ft o.c.	7 ft o.c.	8 ft o.c.
12 Wide	1725	2150	2600	3000	3400
14 wide	2000	2500	3000	3500	4000
16 Wide	2350	2900	3500	4100	4700

**Note:** *18 ft. wides require perimeter support.*  
 Determine maximum pier spacing for a 16 ft. wide x 76 ft. long single section with a soil bearing capacity of 1500 psf. Footer size to be used is a single 16x16x4 precast concrete footer.  
 Example: Look up the maximum load for a single 16x16x4 pad set on 1500 psf soil.  
 Step 1:

Unit Width(ft)	4 ft o.c.	5 ft o.c.	6 ft o.c.	7 ft o.c.	8 ft o.c.
Step 2:	Answer = 2700 psf In the table in the column for 16 ft. wide, find the on-center spacing (o.c.) load equal to or less than the footer capacity of 2700 lbs. The 4ft column shows minimum capacity of 2350 lbs.				
Answer:	Therefore, for a 16 ft. wide and a soil bearing capacity of 1500 psf using 16x16x4 footers the maximum pier spacing is 4 ft. o.c.				

- (3) Table for pier spacing WITH perimeter supports and the Perimeter Pier Front and Side View.

**PIER LOADS (LBS) AT TABULATED SPACINGS**  
**(WITH PERIMETER SUPPORTS)**

----- maximum I-Beam pier spacing -----

Unit width (ft)	4 ft o.c.	6 ft o.c.	8 ft o.c.	10 ft o.c.	12 ft o.c.
12 Wide	750	1150	1500	1900	2300
14 Wide	1050	1600	2100	2600	3100
16 Wide	1200	1800	2400	3000	3600
18 Wide	1450	2150	2850	3600	4300

Note: Maximum I-Beam pier spacing is 8 ft. o.c. for 8" I-Beam, 10 ft. o.c. for 10" I-Beam and 12 ft. o.c. for 12" I-Beam or the resultant maximum spacing based on soil bearing and footer size per the table in §80.23(a)(4), whichever is less.

----- maximum perimeter pier spacing -----

Unit width (ft)	4 ft o.c.	5 ft o.c.	6 ft o.c.	7 ft o.c.	8 ft o.c.
12 Wide	1000	1200	1500	1700	1900
14 Wide	1100	1400	1650	1900	2200
16 Wide	1300	1600	1900	2250	2500
18 Wide	1600	2000	2300	2700	3000

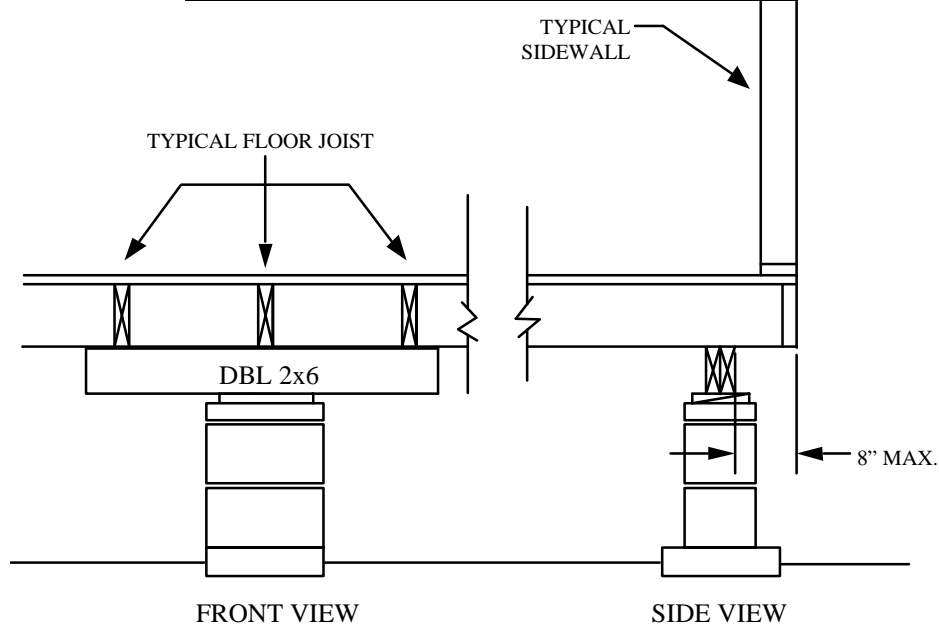
Example: Determine maximum I-Beam pier spacing for a 16 ft. wide with 12" I-Beam, perimeter support and 1500 psf soil bearing capacity.

Step 1: From the table in §80.23(a)(4), the maximum load for a 16x16x4 at 1500 psf soil is 2700 lbs.

Step 2: From the I-beam pier spacing table, the I-Beam pier load @ 10 ft. o.c. is 3000 lbs ==> no good, the I-Beam pier load @ 8 ft. o.c. is 2400 lbs ==> ok  
I-Beam pier spacing is at 8 ft. o.c.

Step 3: The perimeter pier load @ 8ft. o.c. is 2500 lbs ==> ok  
Perimeter pier spacing is at 8 ft. o.c.

## PERIMETER PIER FRONT & SIDE VIEW

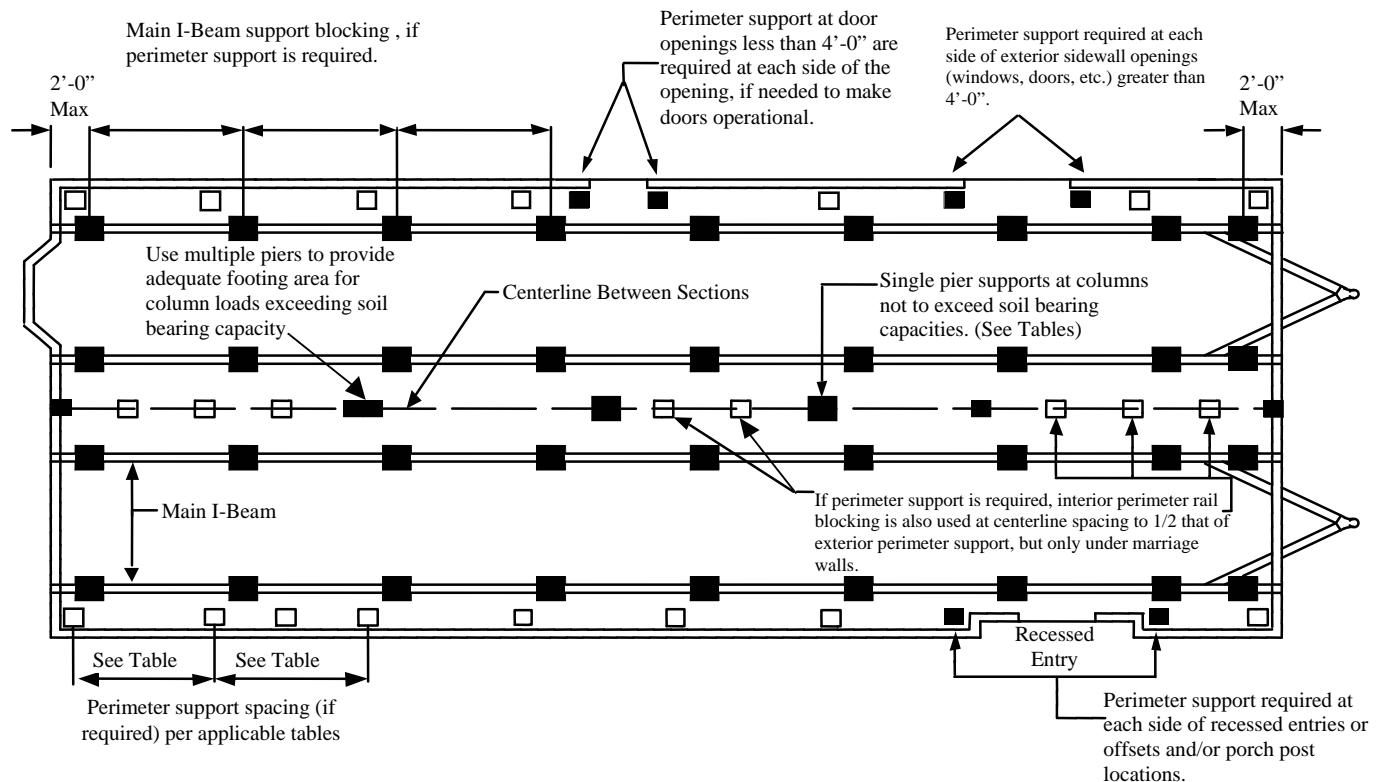


**Notes:**

- 1) Perimeter pier may be inset from edge of floor up to 8". The 2x6 brace may be omitted if the front face of a perimeter pier is flush with the perimeter joist and the perimeter pier supports the intersection of an interior joist and perimeter joist.
- 2) Dbl 2x6 are min. #3 Yellow Pine or pressure treated Spruce-Pine, nailed together with min. 16d galvanized nails 2-rows at maximum 8" o.c.
- 3) 2x6 brace must span at least two (2) but not more than three (3) floor joists.

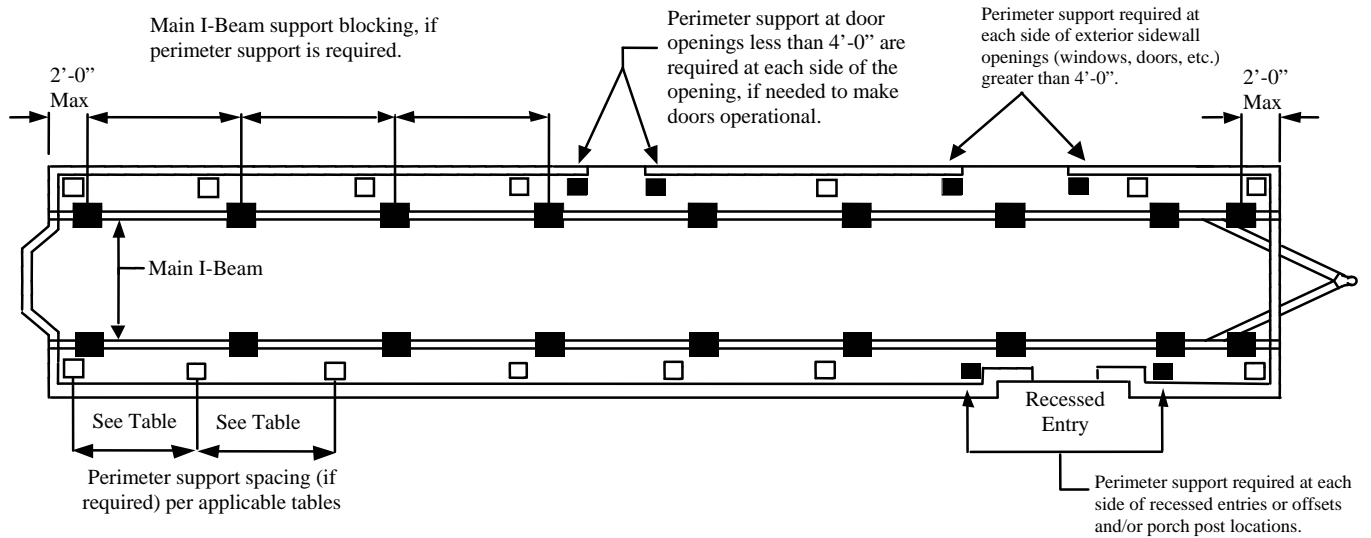
(g) Typical Multi-Section Pier Layout.

### TYPICAL MULTI-SECTION PIER LAYOUT



(h) Typical Single Section Pier Layout.

**TYPICAL SINGLE SECTION PIER LAYOUT**



(i) Multi-section units mating line column supports:

- (1) On multi-section units, openings larger than 4 feet must have piers installed at each end of the opening. And within 6 inches of each end.

**DETERMINING COLUMN LOAD**

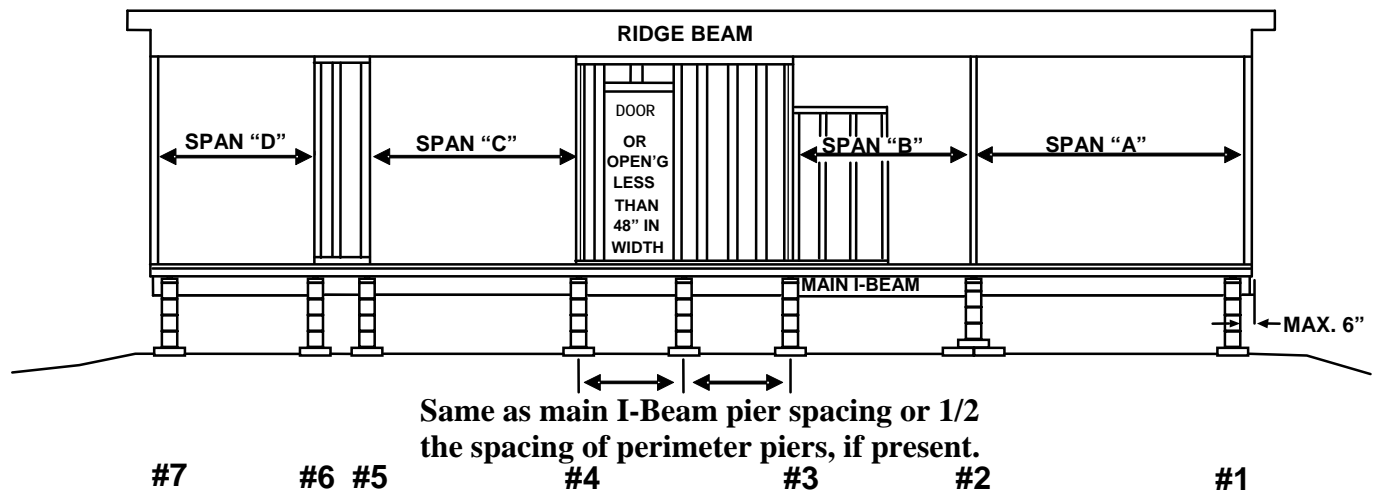
To determine the column load for Column #1 at the endwall look up Span "A" in the table in §80.23(i)(4). To determine the column load for Column #2, look up the combined distance of both Span "A" and Span "B".

To determine the column load for Column #3 look up Span "B" in the table.

(NOTE: Mating line walls not supporting the beam must be included in the span distance.)

To determine the loads for Columns #4 and #5 look up Span "C". For Columns #6 and #7 look up load for span "D".

**MARRIAGE LINE ELEVATION**



- (2) Column loads for each section may be combined when the columns are opposite each other. The footer must be sized for the combined loading.
- (3) Additional piers are required under marriage walls (see wall between column #3 and #4 in the Marriage Line Elevation figure in paragraph (1) of this subsection. The maximum spacing is the same as the spacing at the main I-Beams, without perimeter piers, and one half the spacing of the perimeter piers, with perimeter piers installed.
- (4) See the table for the mating line column loads.

**Mating Line Column Loads**

-----Unit width in feet (nominal)-----

Span in feet	12 Wide	14 Wide	16 Wide
4	720	840	960
6	1080	1260	1440
8	1440	1680	1920
10	1800	2100	2400
12	2160	2520	2880
14	2520	2940	3360
16	2880	3360	3840
18	3240	3780	4320
20	3600	4200	4800
22	3960	4620	5280
24	4320	5040	5760
26	4680	5460	6240
28	5040	5880	6720
30	5400	6300	7200
32	5760	6720	7680
34	6120	7140	8160
36	6480	7560	8640

Note: If actual span is not shown use next higher tabulated span.

**(j) For temporary blocking at a retail location. If manufacturer has instructions for temporary blocking, home should be blocked according to the manufacturer specifications. In absence of any manufacturer instructions, the State Generic should be use. Manufactured dwellings supported on their wheels and at the draw bar (hitch) shall be adequately supported under the perimeter of each floor section at 10 feet on center and under the marriage line at each column support post locations. Marriage line support post locations will be clearly marked by the manufacturer. Piers shall not be located under any window or door opening, except under jambs for openings 4 feet or greater.**

**(1) Manufactured dwellings not supported on their wheels and at the draw bar shall be adequately supported under each main frame (I-beam) and under the marriage line at each column support post**

location. Mainframe support post shall start not more than 5 feet from the end of the home and shall not be located under any window or door opening, except under jambs for openings 4 feet or greater.

(2) Manufactured dwellings shall be sealed at the centerlines and at all other openings to prevent exposure to the elements.

**NOTE: New subsection is added by Dept. staff because is it vital for homes on retail locations to be properly blocked.**

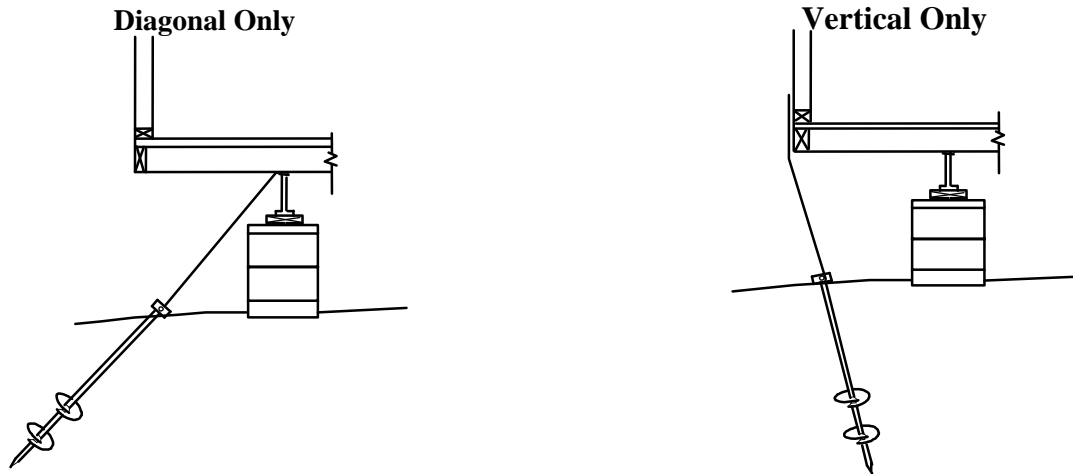
**80.24. Generic Standards for Anchoring Systems.**

- (a) General Requirements: For units built on or after September 1, 1997, the installer must verify that the unit is designed for the Wind Zone in which it is to be installed and must follow all applicable installation instructions for that Wind Zone as set forth herein. Note: A Wind Zone I unit, built on or after September 1, 1997, may not be installed in a Wind Zone II area. However, a Wind Zone II unit may be installed in a Wind Zone I area. The counties are defined in the FMHCSS.
- (b) Material Specifications:
  - (1) Strapping shall be Type 1, Finish B, Grade 1 steel strapping, 1.25 inches wide and 0.035 inches in thickness, certified by a licensed professional engineer or architect as conforming with the American Society for Testing and Materials (ASTM) Standard Specification D3953 91, Standard Specification for Strapping, Flat Steel, and Seals. Strapping shall be marked at least every five feet with the marking described by the certifying engineer or architect.
  - (2) Tie materials shall be capable of resisting an allowable working load of 3,150 pounds with no more than 2% elongation and shall withstand a 50% overload (4,725 pounds total). Ties shall have a resistance to weather deterioration at least equivalent to that provided by coating of zinc on steel of not less than 0.30 ounces per square foot on each side of the surface coated (0.0005 inches thick), as determined by ASTM Standards Methods of Test for Weight of Coating on Zinc-coated (galvanized) Iron or Steel Articles (ASTM A 90-81). Slit or cut edges of zinc-coated steel strapping are not required to be zinc coated. Ties shall be designed and installed to prevent self disconnection when the ties are slack.
  - (3) Anchor spacing ONLY applies to units with roof pitch of 20 degrees or less. For anything over 20 degrees, it must be designed by a professional engineer or architect.
- (c) Anchors shall be installed:
  - (1) in direction of load.

## ANCHOR INSTALLATION

### Notes:

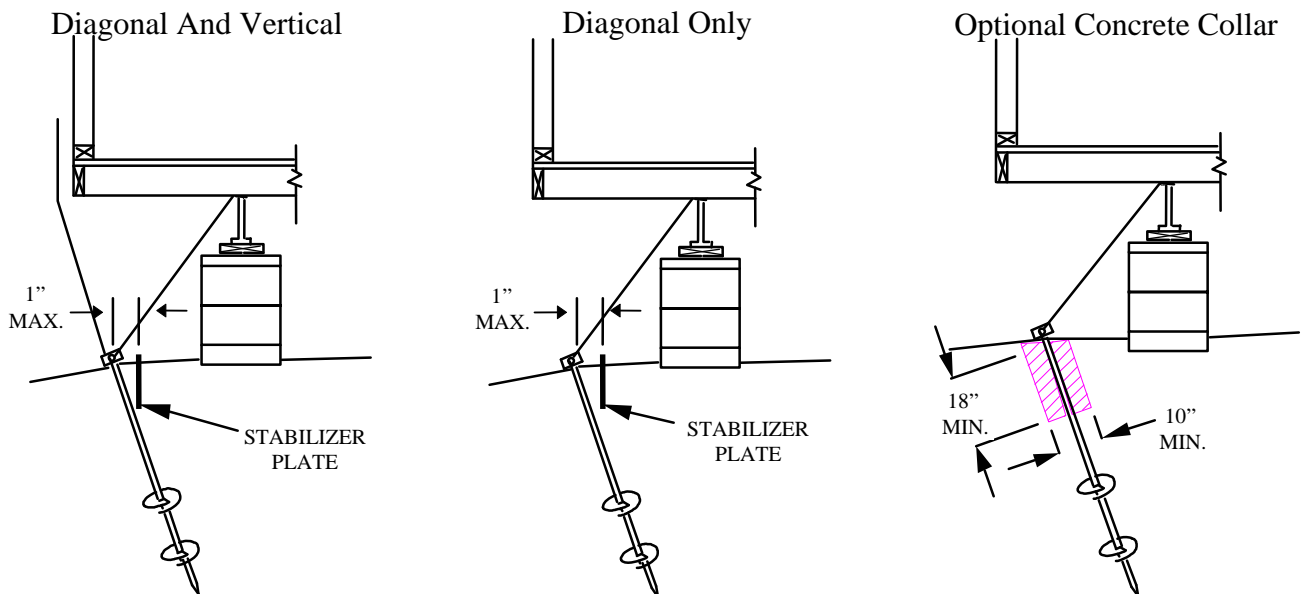
- 1) Anchor head must be **flush or** not **to exceed** more than 1 inch from the ground at insertion point.
- 2) Anchor head may be inset a maximum of 6 inches from the vertical outer edge of the floor framing to allow for skirting installation.



**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (2) against direction of load (vertical and/or angled), and a stabilizer plate must be installed. See the following Placement of Stabilizing Devices.

## PLACEMENT OF STABILIZING DEVICES



### Notes:

- 1) Stabilizer plate may be replaced with a concrete collar that is at least 18 inches deep and 10 inches in diameter or other approved devices.
- 2) Diagonal tie must depart from the top of the I-Beam as shown.
- 3) The top of the stabilizer plate must be within 1 inch of the anchor shaft.
- 4) Stabilizer plates and other approved devices must be installed in accordance with the product manufacturer's instructions.



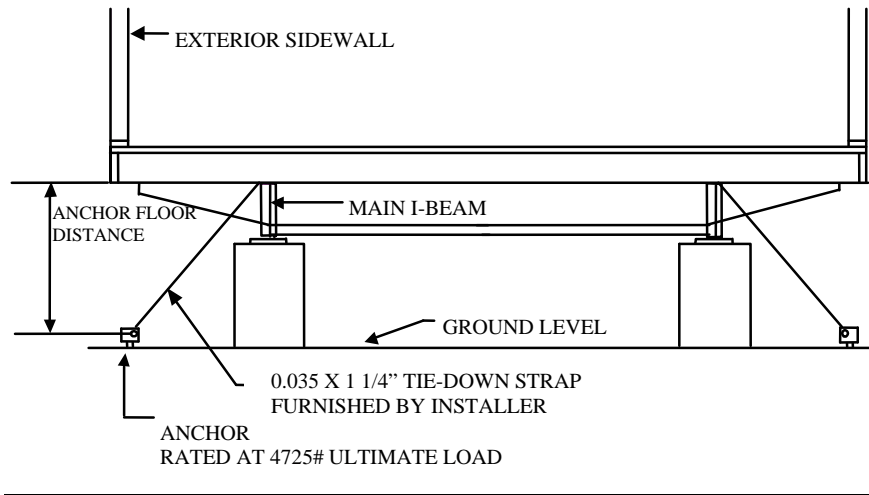
(d) WIND ZONE I Installation:

- (1) Typical anchor layout, single and multi-section units (WIND ZONE I ONLY).

**WIND ZONE I – SINGLE/MULTI-SECTION INSTALLATION**

*(Refer to other figures for depictions of proper anchor and stabilizer device installation.)*

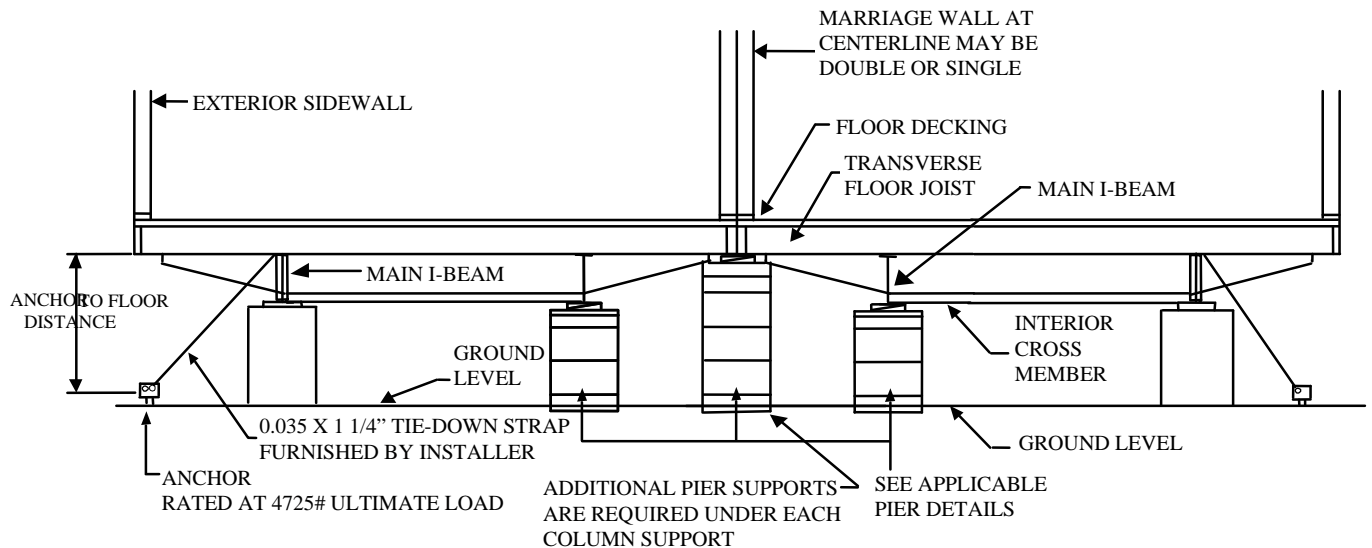
**Figure 1: Single Section**



**Notes:**

- 1) Single section units require diagonal ties to be directly opposite each other.
- 2) All existing vertical ties must be connected to a ground anchor.
- 3) Diagonal tie spacing per the table. Vertical distance in this table refers to the distance of the anchor head to the underside of the floor joists as shown above.
- 4) Diagonal tie must depart from the top of the I-Beam as shown.

**Figure 2: Multi-Section**



**Notes:**

- 1) Multi-section units require diagonal ties on the outer main I-Beams only.
- 2) Diagonal ties need not be directly opposite each other.
- 3) Diagonal tie spacing per the table. Vertical distance in this table refers to the distance of the anchor head to the underside of the floor joists as shown above.
- 4) Existing vertical ties must be connected to a ground anchor.

5) Diagonal tie must depart from the top of the I-Beam as shown.

(2) Maximum spacing for Diagonal Ties for Wind Zone I.

**MAXIMUM SPACING FOR DIAGONAL TIES**

<b>Minimum Nominal Widths Single/Double Section</b>				
<b>Max. Vertical Distance</b>	<b>12/24 wide</b>	<b>14/28 wide</b>	<b>16/32 wide</b>	<b>18/36 wide</b>
20" to 24"	11 ft	14 ft	15 ft	16 ft
25" to 29"	9 ft	12 ft	14 ft	15 ft
30" to 40"	8 ft	10 ft	12 ft	14 ft
41" to 48"	7 ft	9 ft	11 ft	13 ft
49" to 60" (see note 3)	6 ft	8 ft	10 ft	12 ft
61" to 67" (see notes 3 & 10)	5 ft	6 ft	8 ft	10 ft
Minimum number of longitudinal ties, each end of each section.	1 at min. 58° angle from vertical	2 at min. 32° angle from vertical	2 at min. 38° angle from vertical	2 at min. 46° angle from vertical

*Notes:*

- 1) This chart applies to single and multi section homes.
- 2) **Anchoring components are rated at 4725 lbs. ultimate load.** Anchoring components and equipment shall be installed in accordance with the anchoring component and equipment manufacturer's installation instructions.
- 3) Single section units shall have diagonal ties directly opposite each other along the two main I-beams. Multi section units need diagonal ties on the outer-most main I-beam only. When vertical distance exceeds 48", connect diagonal tie to opposite beam.
- 4) Ties installed at each end of the home shall be within 24 inches of each end of the applicable I-beam.
- 5) The distance between any two ties may be exceeded to avoid an obstruction, as long as the total number of ties remains the same, and no two anchors shall be within 4 ft of each other.
- 6) Any vertical ties present on homes must be attached to a ground anchor. Both vertical and diagonal ties may be connected to a single double-headed anchor, if the anchor manufacturer's installation instructions allow for the combined loading.
- 7) The vertical distance is measured from the anchor head to the underside of the floor joists.
- 8) No two anchors shall be within 4 ft of each other.
- 9) Other stabilizing systems registered with the Department may replace longitudinal and/or lateral ties as long as the system manufacturer's installation instructions are followed.
- 10) Piers of greater heights are allowed if they are within limits established in adopted federal standards.**

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (3) Minimum Number of Diagonal Ties for Wind Zone I. Table based on 2 feet inset of anchors at each end.

**MINIMUM NUMBER OF DIAGONAL TIES  
REQUIRED PER SIDE, PER UNIT LENGTH**

unit length (ft)	o.c. spacing (ft)												
	4	5	6	7	8	9	10	11	12	13	14	15	16
40	10	8	7	6	6	5	5	4	4	4	4	3	3
42	11	9	7	6	6	5	5	5	4	4	4	4	3
44	11	9	8	7	6	5	5	5	4	4	4	4	4
46	12	9	8	7	6	5	5	5	5	4	4	4	4
48	12	10	8	7	7	6	5	5	5	4	4	4	4
50	13	10	9	8	7	6	6	5	5	5	4	4	4
52	13	11	9	8	7	6	6	5	5	5	4	4	4
54	14	11	9	8	7	7	6	6	5	5	5	4	4
56	14	11	10	8	8	7	6	6	5	5	5	4	4
58	15	12	10	9	8	7	6	6	6	5	5	5	4
60	15	12	10	9	8	7	7	6	6	5	5	5	5
62	16	13	11	9	8	7	7	6	6	5	5	5	5
64	16	13	11	10	9	8	7	6	6	6	5	5	5
66	17	13	11	10	9	8	7	7	6	6	5	5	5
68	17	14	12	10	9	8	7	7	6	6	6	5	5
70	18	14	12	10	9	8	8	7	7	6	6	5	5
72	18	15	12	11	10	9	8	7	7	6	6	6	5
74	19	15	13	11	10	9	8	7	7	6	6	6	5
76	19	15	13	11	10	9	8	8	7	7	6	6	6

Note: If unit length is not listed use next higher tabulated length.

- (4) When auger anchors cannot be inserted into a difficult soil after moistening, such as mixed soil and rock or caliche (heavily weathered limestone) that is not solid rock, cross drive rock anchors may be used in accordance with the values and notes for the table modified as follows:

- (A) Since the ultimate anchor pull out in the difficult soil will be reduced, the maximum spacing for diagonal ties per side is one half the spacing allowed by the table in paragraph (2) of this

subsection which will require adding one additional cross drive rock anchor for each anchor specified for the sides and ends;

- (B) The rods of the cross drive rock anchors must be fully inserted, have at least 24 inches of the rod lengths embedded in the difficult soil, and be restrained from horizontal movement by a stabilizer device between the rods and the home **if feasible**; and

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (C) Each cross drive rock anchor is connected to one diagonal tie and is not connected to a vertical tie.

- (5) Where vertical tie locations are not easily discernable, the vertical ties may be connected to the main I-Beam rails and the anchor installed directly below that connection point. The diagonal tie must be connected to the opposite main I-Beam. In no case shall the distance between those ties exceed 5'-4" on-center.

- (e) WIND ZONE II Installation:

- (1) In place of the requirements as shown in subsection (d) of this section, units designed for Wind Zone I and built prior to September 1, 1997, and units designed for Wind Zone II and built prior to July 13, 1994, require diagonal ties as set forth in this paragraph when these units are installed in Wind Zone II. See also §1201.256 of the Standards Act. Items not specifically addressed in this section are the same as for Wind Zone I installations.

**MAXIMUM SPACING FOR DIAGONAL TIES (WIND ZONE II)**  
**PER SIDE OF THE ASSEMBLED UNIT**

<b>Minimum Nominal Widths Single/Double Section</b>				
<b>Max. Vertical Distance</b>	<b>12/24 wide</b>	<b>14/28 wide</b>	<b>16/32 wide</b>	<b>18/36 wide</b>
20" to 24"	7 ft	8 ft	8 ft	8 ft
25" to 29"	6 ft	7 ft	8 ft	8 ft
30" to 40"	5 ft	6 ft	7 ft	8 ft
41" to 48"	4 ft	5 ft	6 ft	7 ft
49" to 60" (see note 3)	4 ft	6 ft	6 ft	6 ft
<b>61" to 67"</b> <b>(see notes 3 &amp; 10)</b>	<b>4ft</b>	<b>4ft</b>	<b>4ft</b>	<b>4ft</b>
Minimum number of longitudinal ties, each end of each section.	2 at min. 58° angle from vertical	2 at min. 32° angle from vertical	3 at min. 38° angle from vertical	3 at min. 46° angle from vertical

*Notes:*

- 1) This chart applies to single and multi section homes.
- 2) ~~Anchor components are rated at 4725 lbs. ultimate load.~~
- 3) Single section units shall have diagonal ties directly opposite each other along the two main I-beams. Multi section units need diagonal ties on the outer-most main I-beam only. When vertical distance exceeds 48", connect diagonal tie to opposite beam.
- 4) Ties installed at each end of the home shall be within 24 inches of each end of the applicable I-beam.
- 5) The distance between any two ties may be exceeded to avoid an obstruction, as long as the total number of ties remains the same, and no two anchors shall be within 4 ft of each other.
- 6) Any vertical ties present on homes must be attached to a ground anchor. Both vertical and diagonal ties may be connected to a single double-headed anchor, if the anchor manufacturer's installation instructions allow for the combined loading.
- 7) The vertical distance is measured from the anchor head to the underside of the floor joists.
- 8) No two anchors shall be within 4 ft of each other.
- 9) Other stabilizing systems registered with the Department may replace longitudinal and/or lateral ties as long as the system manufacturer's installation instructions are followed.
- 10) ~~Piers of greater heights are allowed if they are within limits established in adopted federal standards.~~

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (2) Units built to Wind Zone II on or after July 13, 1994.
  - (A) Units built to Wind Zone II on or after July 13, 1994, should have either built-in, or provisions for connecting, vertical ties along the sidewall(s) of each unit(s). A diagonal tie must be installed at each vertical tie location (except for designated shearwall tie). Built-in vertical ties shall be connected to anchors. If there are brackets or other provisions for connecting vertical ties, vertical ties shall be added at the brackets or provisions and connected to anchors.
  - (B) Only factory installed vertical ties may be closer than 4 feet from each other.
  - (C) Where tie locations are clearly marked as a shear wall strap, a perimeter pier must be installed at that location. Diagonal tie is not required.
  - (D) Where the vertical tie spacing exceeds 8'-0" on-center (see also note 6 in the table in this paragraph for exception), the anchoring system must be approved by the home manufacturer's installation manual, or designed by a professional engineer or architect licensed in the state of Texas.
  - (E) Where pier heights exceed 36 inches in height, the diagonal strap shall be connected to the opposite I-Beam.
- (3) Multi-section centerline anchoring requirements (Wind Zone II only):

- (A) Centerline anchor ties are required for ALL Wind Zone II installations, regardless of the date the unit was manufactured, when installation occurs on or after the effective date of these rules.
- (B) Factory installed centerline vertical ties, brackets, buckles or any other connecting devices must be connected to a ground anchor. No additional anchors as described in subparagraph (D) of this paragraph are required.
- (C) To avoid obstructions and/or piers and footers, the anchor may be offset up to 12 inches perpendicular to the centerline.
- (D) Where factory preparations do not exist, install anchors and angle iron brackets at each side of mating line openings wider than 48 inches.
  - (i) Where equal spans exist opposite each other (*i.e.*, each section), a double bracket assembly may be used. The maximum opening is per the table in subsection (f)(4) of this section. Total uplift load may not exceed the anchor and/or strap capacity (*i.e.*, 3150 pounds).
  - (ii) The angle iron bracket is minimum 1 ½” x 1 ½” x 11 gauge. The holes for the lag screws are a maximum of 4 inches apart and ¾” from the edge of the bracket.
  - (iii) Lag screws/bolts are minimum 3/8” diameter x 3 inches, full thread. Note: Pre drill pilot holes.
- (4) For openings separated by a wall or post 16 inches or less in width, the opening span is the total of the spans on each side of the wall/post.
- (f) Bracket Installation.
  - (1) See the table in paragraph (4) of this subsection concerning the maximum centerline wall opening for column uplift brackets.
  - (2) Use a single bracket for openings which exist on one section only. Use double bracket where openings are opposite each other on two sections of the home.
  - (3) When only one bracket assembly is required, it may be installed on either side of the column/opening stud(s), but no more than 12 inches from the column or opening stud(s).
  - (4) When two bracket assemblies are required, they must be installed on each side of the column/opening stud(s), but no more than 12 inches from the

column/opening stud(s), and they must be angled away from each other a minimum of 12 inches.

## MAXIMUM CENTERLINE WALL OPENING FOR COLUMN UPLIFT BRACKETS

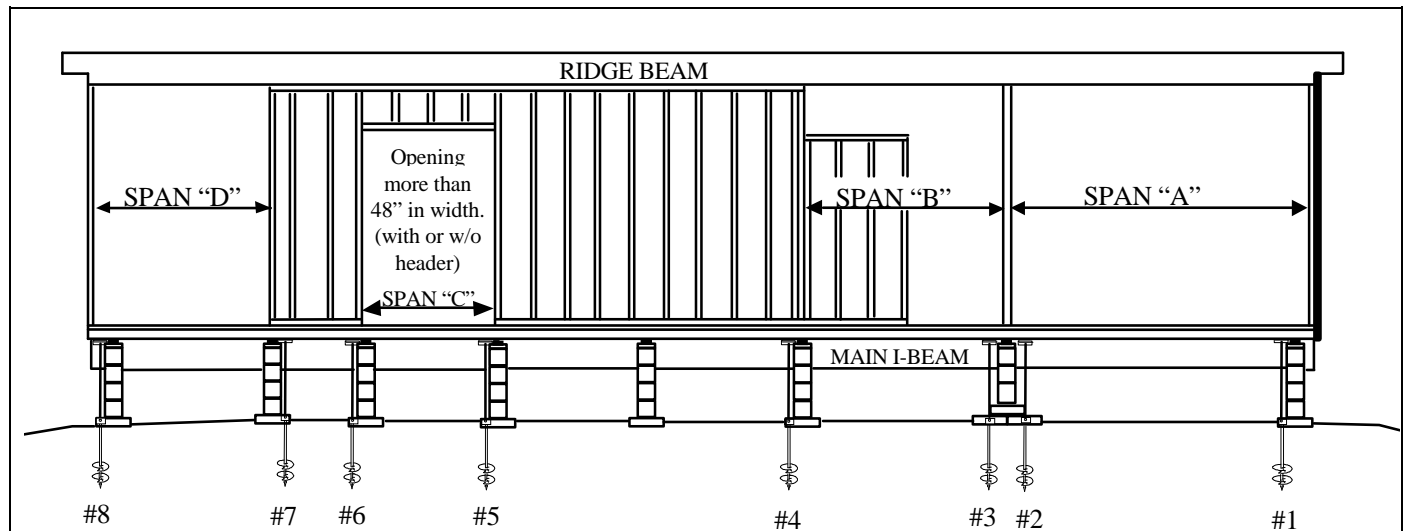
----- Maximum opening based on floor widths -----

	12 Wide (140" max)	14 Wide (164" max.)	16 Wide (186" max.)	18 Wide (210" max.)
One Single Bracket (2-lags) either side of column.	17'-6"	15'-0"	13'-3"	11'-9"
Two Single Brackets (2-lags each), one each side of column.	35'-0"	30'-0"	26'-6"	23'-6"
One Double Bracket (4-lags) either side of column. Spans are on both sections, opposite each other.	31'-9"	27'-2"	23'-11"	21'-2"
*Two Double Brackets (4-lags) either side of column. Spans are on both sections, opposite each other.	40'-0"	40'-0"	40'-0"	40'-0"

\* For openings larger than 40'-0", consult a local licensed professional engineer or architect.

- (5) Example: A double section unit with each section being 14 feet wide;
- (A) Span "A" is 18'-0", matching span both sections;
  - (B) Span "B" is 14'-8", matching span both sections;
  - (C) Span "C" is 6'-8", matching span both sections; and
  - (D) Span "D" is 13'-4", one side only.

### ANCHOR SPAN



Determine type and number of brackets needed at each opening.

- Anchor #1:** From the table in §80.24(f)(4), row 3 in the 14 ft. wide column, the maximum span for this condition is 27'-2". Actual span is 18'-0" =====> one double bracket is ok.
- Anchor #2 & #3:** Since the wall between spans "A" and "B" is less than 16 inches in width the two spans must be added together to determine number and type of brackets.  
Span "A" (18'-0") + Span "B" (14'-8") = 32'-8"  
From the table in §80.24(f)(4), row 3 in the 14 ft. wide column, the maximum span for one double

<b>Anchor #4:</b>	bracket is 27'-2". Actual span is 32'-8" =====> two double brackets required. Span "B" is on both sections @ 14'-8". From the table in §80.24(f)(4), row 3 in the 14 ft. wide column, the maximum span for one double bracket is 27'-2" =====> ok
<b>Anchor #5:</b>	Same as anchor # 4, except for 6'-8" span.
<b>Anchor #6 &amp; #7:</b>	This span is on one section only. Therefore a single bracket may be used. From the table in §80.24(f)(4), row 1 in the 14 ft. wide column, the maximum span for a single bracket is 15'-0". Actual span is 13'-8" =====> single bracket is ok.

(6) Longitudinal ties:

- (A) Longitudinal ties are required for ALL wind zone installations, regardless of the date of manufacture, when installation occurs after the effective date of these rules.
- (B) Longitudinal ties are designed to prevent lateral movement along the length of the home.
- (C) When conventional anchors and straps are used; used, the required number of ties must be installed as appropriate. The strap(s) may be connected or wrapped around front or rear chassis header members, around existing cross members or spring hangers. A strap must be within 3 inches of where the cross member attaches to the main I-beam. Alternatively, brackets to receive the strap(s) may be attached to the bottom flange of the main I-beams. The location of the connection points along the length of the I-beams are not critical, as long as the number of longitudinal ties required for each end of each home section are installed with their pull in opposite directions. No two anchors shall be within 4 ft of each other. No two ties shall be attached to the same structural member of the home, other than a main longitudinal frame member or a front or rear chassis header member.

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (D) Anchors require stabilizer plates when the anchor shaft is not in line with strap (plus or minus 10 degrees).

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

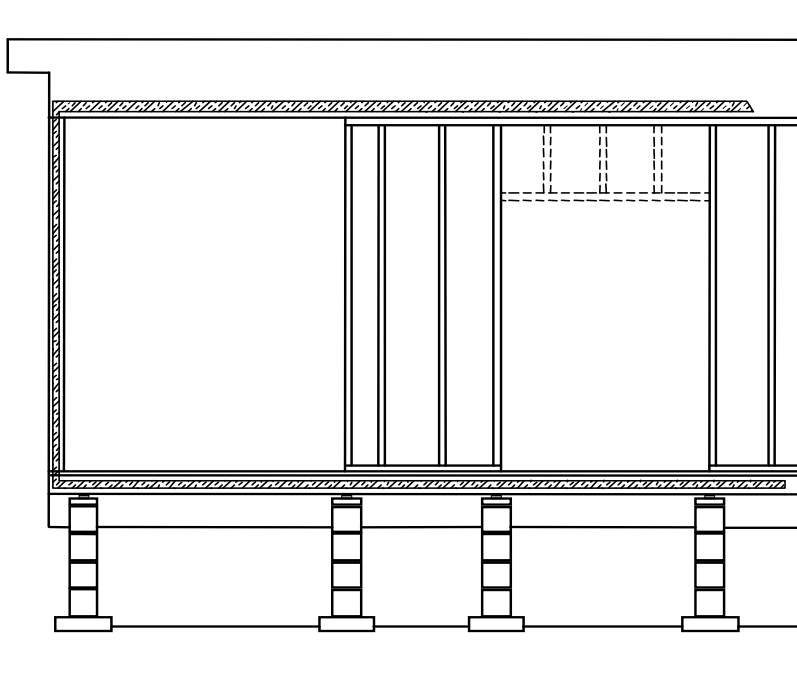
- (a) Air infiltration and water vapor migration at mating surfaces: Before positioning additional sections, the mating line surfaces along the floor, endwall and ceiling, require material or procedures to limit air infiltration and water vapor migration.
  - (1) Expanding Foam: Foam may be used along surfaces that are accessible after the units have been joined. Where mating line walls line up between sections, non-porous materials must be installed prior to joining the units.



- (2) Caulking: Caulking may be used along surfaces that are accessible after the units have been joined. Where mating line walls line up between sections, non-porous materials must be installed prior to joining the units.
- (3) Non-porous gasket installed along the perimeter of all mating lines.
- (4) Insulation, carpet, carpet pad or other porous materials are not acceptable.

### MATING LINE SURFACES

Mating line surfaces are along the floor, up the front and rear endwalls and along the ceiling line.

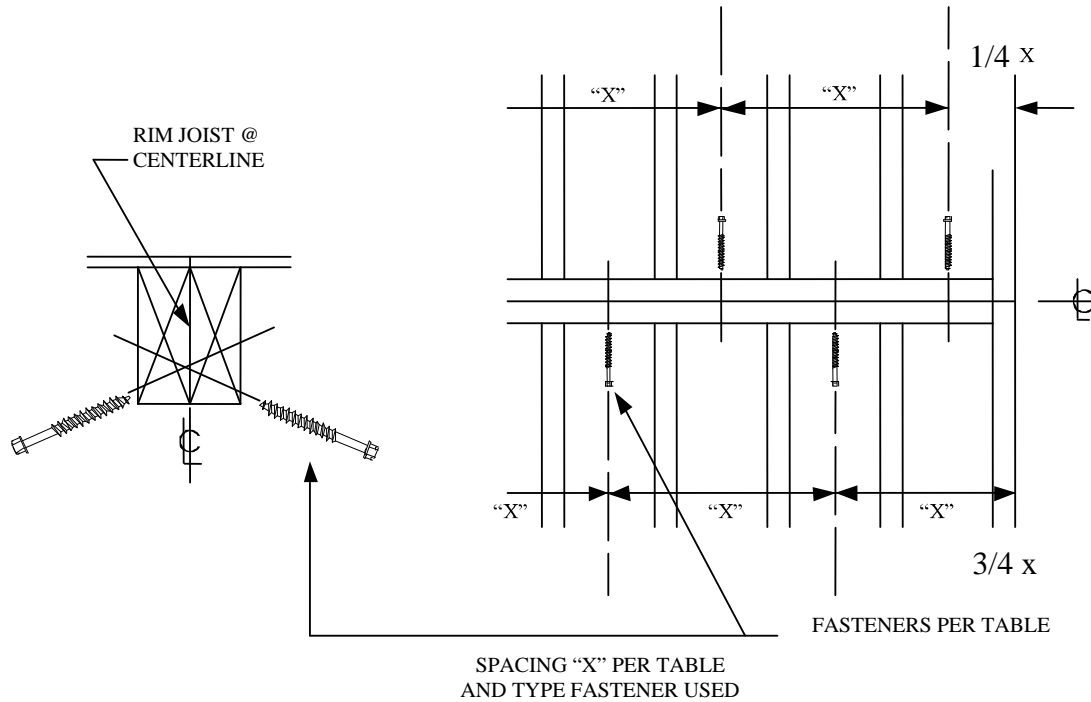


**NOTE: Dept. added Mating Line Surface drawing that was left out of proposed rules in error.**

- (b) Floor Connections:
  - (1) Gaps between floors up to 1-1/2 inches maximum which do not extend the full length of the floor may be filled with lumber, plywood or other suitable shimming materials. Fastener lengths in shimmed areas may need to be increased to provide minimum 1-1/4 inches penetration into opposite floor rim joist.
  - (2) Gaps less than 1/2 inch width need not be shimmed.
  - (3) The floor assemblies of multi-section units must be fastened together. Fastener options and maximum spacings are listed in the floor connections figure in paragraph (4) of this subsection.
  - (4) Any tears or damages to the bottom board due to fastener installation must be repaired.

	min 5/16 lag screw	# 10 wood screw
Wind Zone I	max. 36"	max. 24"
Wind Zone II	max. 24"	max. 12"

### FLOOR CONNECTIONS

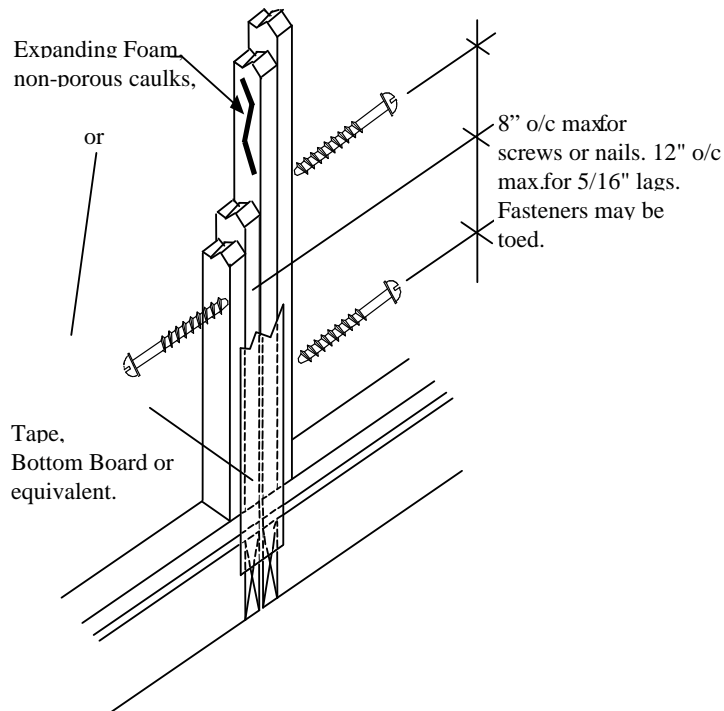


**NOTE: Dept. revised by inserting "3/4 x" in the Floor Connections drawing.**

(c) Endwall Connections:

- (1) Endwalls must be fastened together at the mating line with minimum #8x4 inch wood screws or 16d nails at maximum 8 inches on-center or 12 inches on-center maximum for 5/16 lags; toed or driven straight; and
- (2) Fastener length may need to be adjusted for gaps and/or toeing, to provide minimum 1-1/2 inch penetration into opposite endwall stud.

## ENDWALL CONNECTIONS

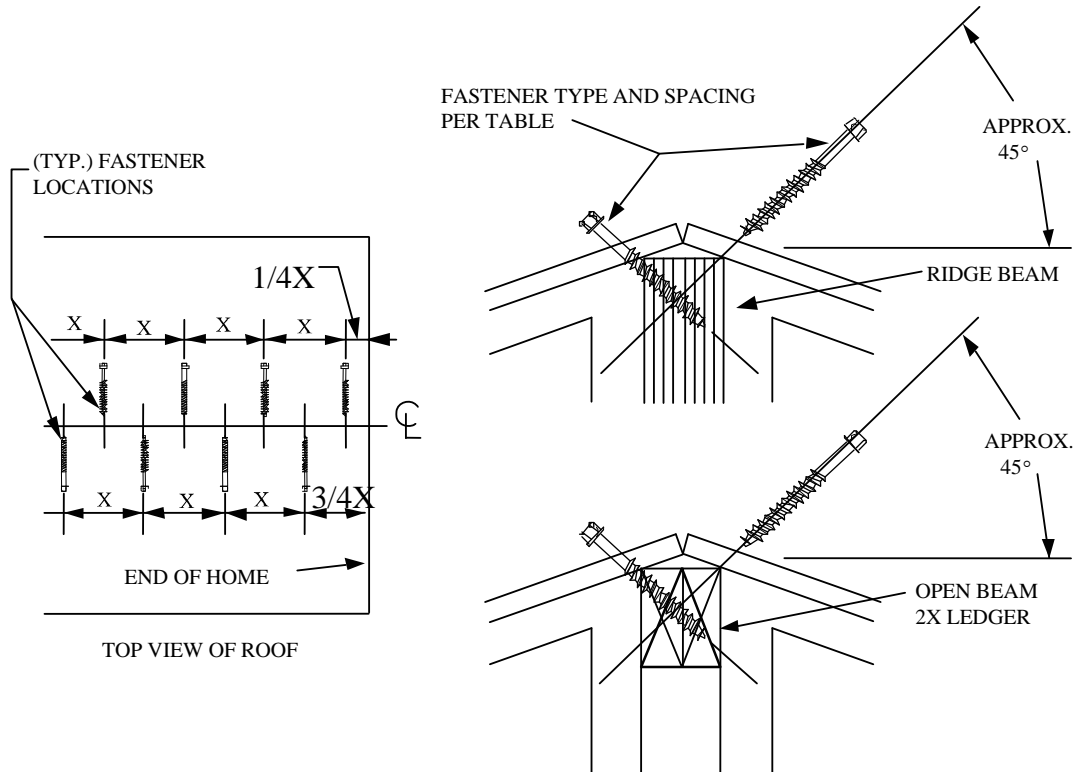


- (d) Roof Connection: *(Note: Fasteners must not be used to pull the sections together.)*
- (1) Roof shall be connected with the fasteners and spacings specified in the figure in paragraph (2) of this subsection.
  - (2) Gaps between the roof sections (at ridge beam and/or open beam ledgers) of up to 1-1/2 inches wide maximum which do not extend the full length of the roof must be filled with lumber and/or plywood shims. Gaps up to 1/2 inch need not be shimmed. The fastener length used in the shimmed area may need to be increased to provide a minimum 1-1/4 inch penetration into the adjacent roof structural member.

**Roof Connection - Fastener type and spacing:**

	----- maximum o.c. spacing (in) -----		
	3/8 Lag	1/4 Lag	#10 wood screw
Wind Zone I	36"	24"	24"
Wind Zone II	20"	16"	12"

**ROOF CONNECTION**



**NOTE: The Dept. agrees with Bill Beville's comment that the Roof Connection - Fastener type and spacing table needs to remain in the rules.**

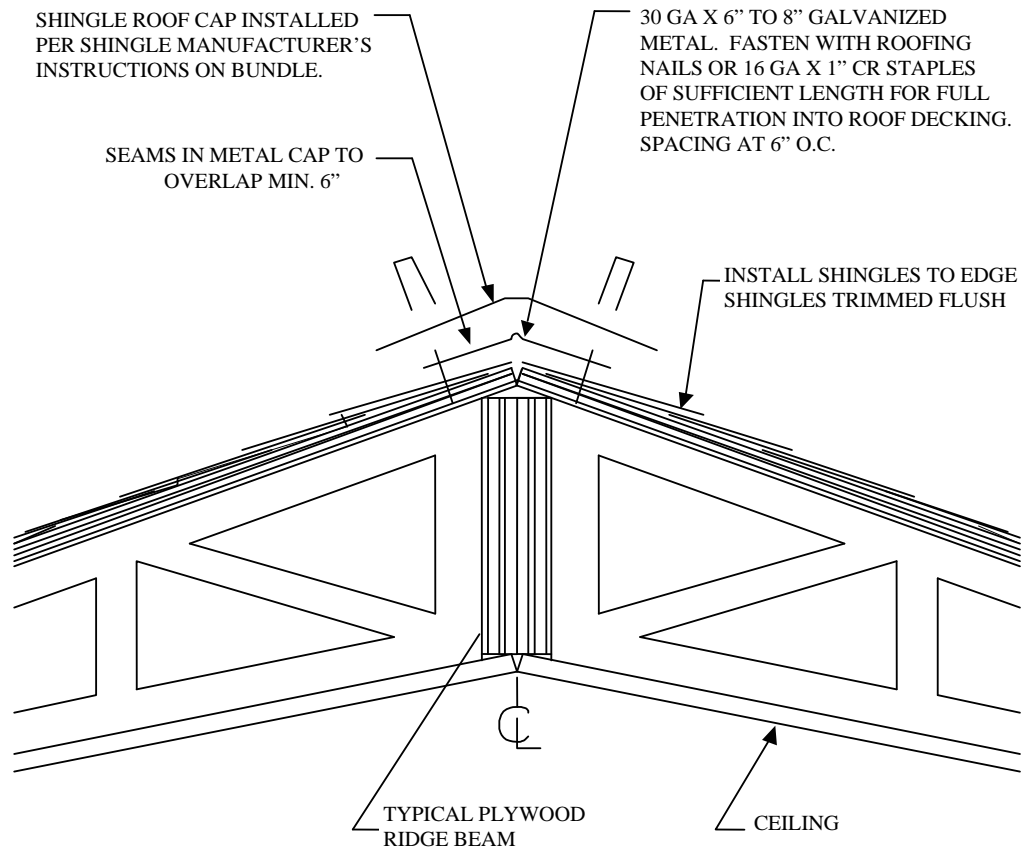
(e) Exterior Roof Close Up:

- (1) Ensure that shingles are installed to edge of roof decking at peak. Follow nailing instructions on the shingle wrapper. Note: Wind Zone II (high wind) installations require additional fasteners.
- (2) Before installing ridge cap shingles, a minimum 6 inch wide piece of 30 gauge galvanized flashing must be installed the length of the roof.
- (3) When flashing is not continuous, lap individual pieces a minimum of 6 inches.
- (4) Fasten flashing into roof sheathing with minimum 16 gauge staples with 1 inch crown or roofing nails of sufficient length to penetrate roof decking. Maximum fastener spacing is 6 inches on-center each roof section. Place fasteners a minimum of 3/4 inches along edge of flashing.

- (5) Install ridge shingles directly on top of flashing.
- (6) Check and repair as necessary the remainder of roof for any damaged or loose lose shingles, remove any shipping plastic or netting, wind deflectors, etc. Make sure to seal any fastener holes with roofing cement.

**NOTE: The Dept. agrees with Bill Beville's comment to correct typo.**

### EXTERIOR ROOF CLOSE UP

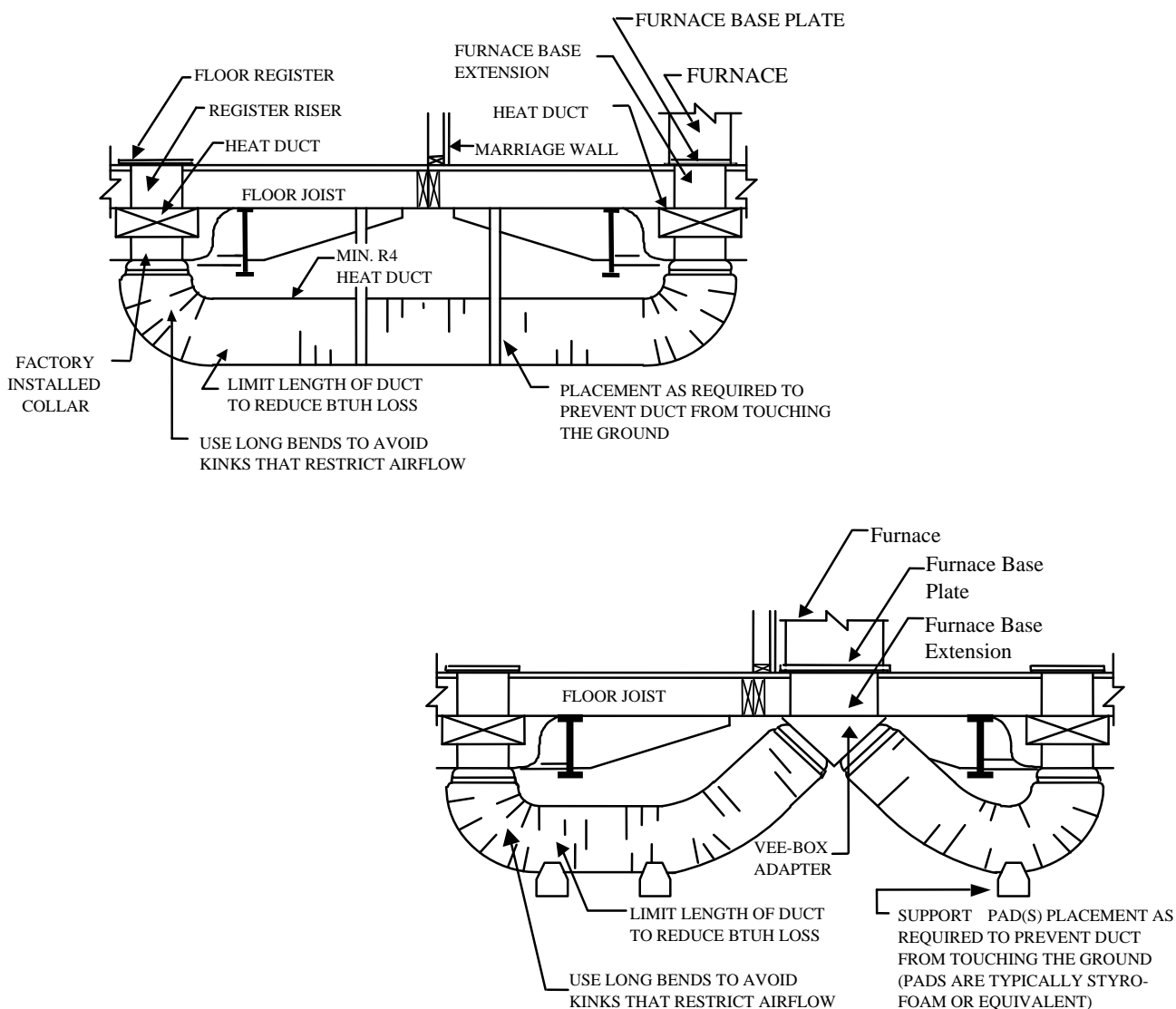


- (f) Exterior Endwall Close Up: Cut closure material to the shape and size required and secure in place, starting from the bottom up, *i.e.*: bottom starter, vertical or horizontal siding, then roof overhang, soffit and fascia. All closure material should be fitted and sealed as required to protect the structure or interior from the elements.
- (g) HVAC (heat/cooling) Duct Crossover:
  - (1) Crossover duct must be listed for EXTERIOR use.
  - (2) Duct R-value shall be a minimum of R-4.

- (3) The duct must be supported 48 inches on-center (maximum) and must not be allowed to touch the ground. Either strapping (minimum 1 inch wide), to hang the duct from the floor, or non-continuous pads to support it off the ground are acceptable.
- (4) The duct to the collar or plenum connections must be secured with bands or straps designed for such use. Keep duct as straight as possible to avoid kinks or bends that may restrict the airflow. Extra length must be cut off.
- (5) The installer should refer to the manufacturer's instruction for assembling the overhead duct.

**NOTE: The Dept. agrees with Bill Beville's comment.**

### HVAC (HEAT/COOLING) DUCT CROSSOVER

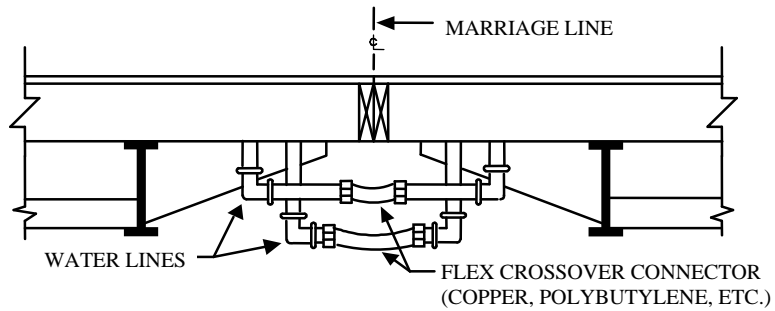


(h) Multi-Section Water Crossover:

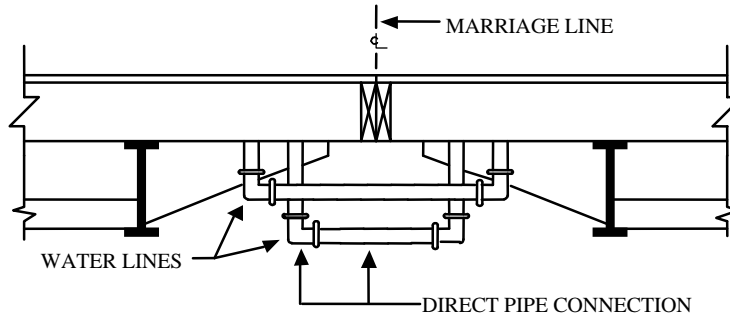
- (1) If there is water service to other sections, connect the water supply crossover lines as shown in the applicable detail.
- (2) If the water crossover connection is not within the insulated floor envelopes, wrap the exposed water lines in insulation and secure with a good pressure sensitive tape or nonabrasive strap, or enclose the exposed portion with an insulated box.
- (3) If water piping at the inlet is exposed, a heat tape should be installed to prevent freezing. A heat tape receptacle has been provided near the water inlet. When purchasing a heat tape, it must be listed for manufactured home use, and it must be installed per manufacturer's instructions.

**MULTI-SECTION WATER CROSSOVER CONNECTIONS**

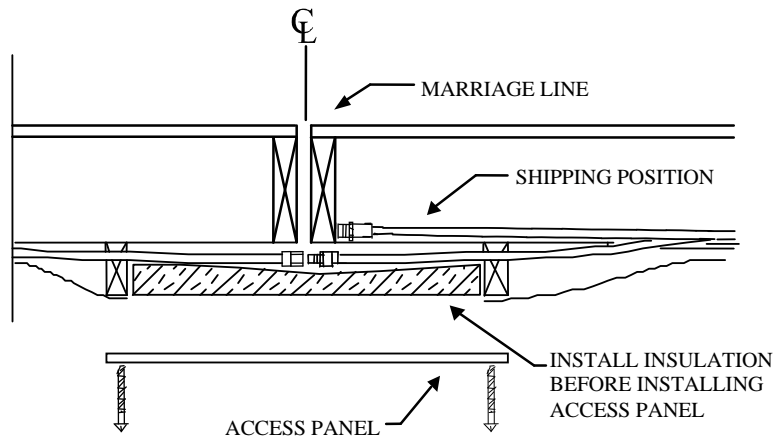
**METHOD A**



**METHOD B**



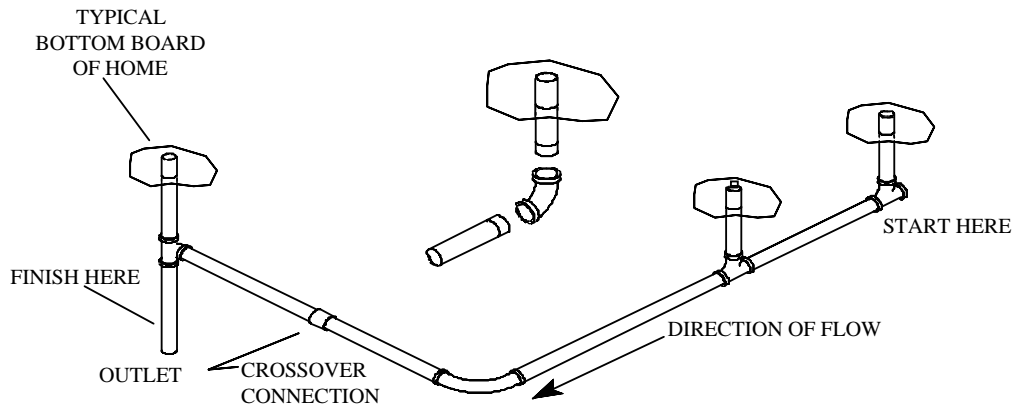
**METHOD C**



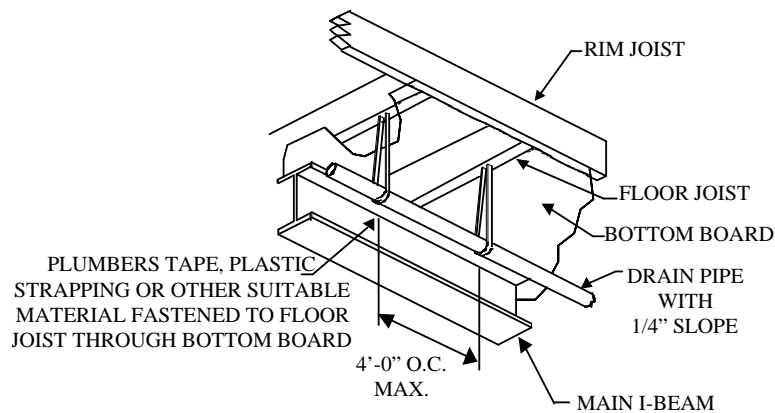
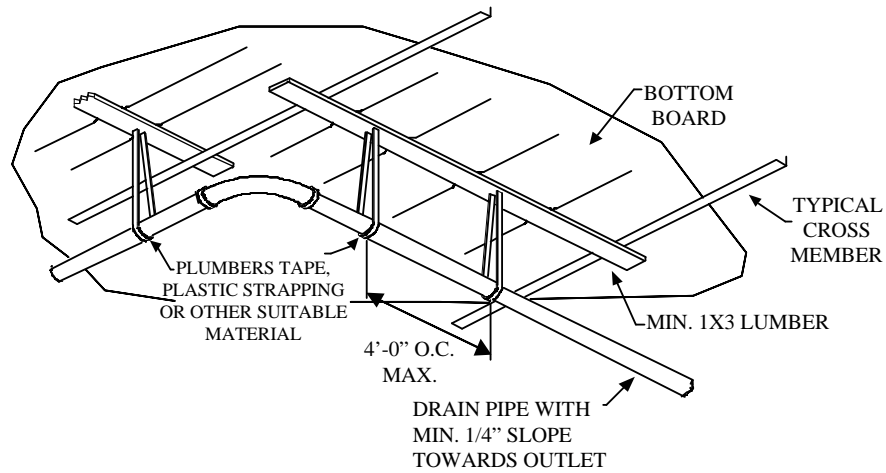
(i) Drain, Waste and Vent System (DWV):

- (1) Portions of the DWV system which are below the floor may not have been installed, to prevent damage to the piping during transport. Typically, the DWV layout is designed to terminate at a single connection point to connect to the on-site sewer system. For a new home where on-site DWV connections are not assembled per the manufacturer's instructions, the DWV system must be assembled in accordance with Part 3280 of the FMHCSS.

**DRAIN, WASTE AND VENT FLOOR PIPING SYSTEM**







(2) The following guidelines apply:

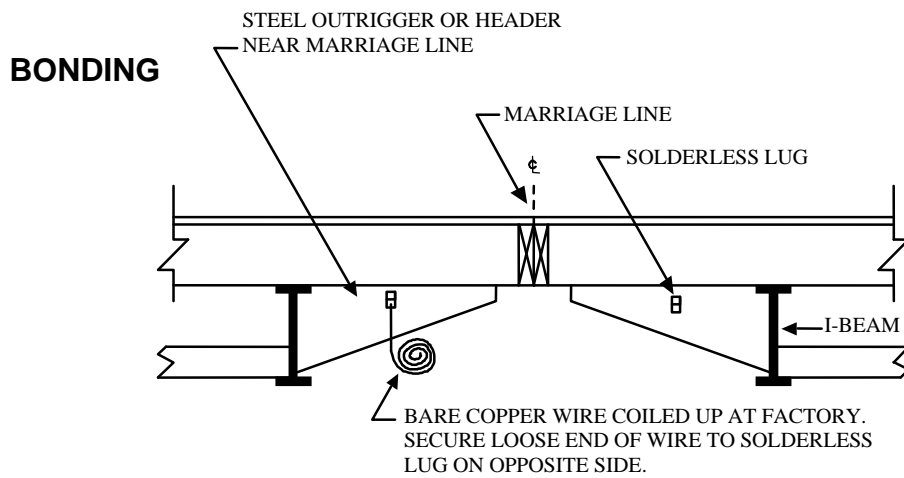
- (A) All portions of the DWV system shall be installed to provide a minimum of 1/8 1/4 inch slope per foot for a 3 inch diameter pipe or larger, in the direction of the flow. For all other pipe, a minimum of 1/4 inch is required.

**NOTE: The Dept. agrees with the Installation Advisory Committee's suggested revision.**

- (B) Changes in direction from vertical to horizontal, and horizontal to horizontal, shall be made using long sweep elbows and/or tees.
- (C) All drain piping shall be supported at intervals not to exceed 4 feet on-center. The support may be either blocking or strapping. When strapping is used, it should be nonabrasive.
- (D) Piping must be assembled with the appropriate cleaners, primers and solvents (note: both ABS and PVC systems are common, but

will require adhesives). Be sure to follow the instructions of the product used.

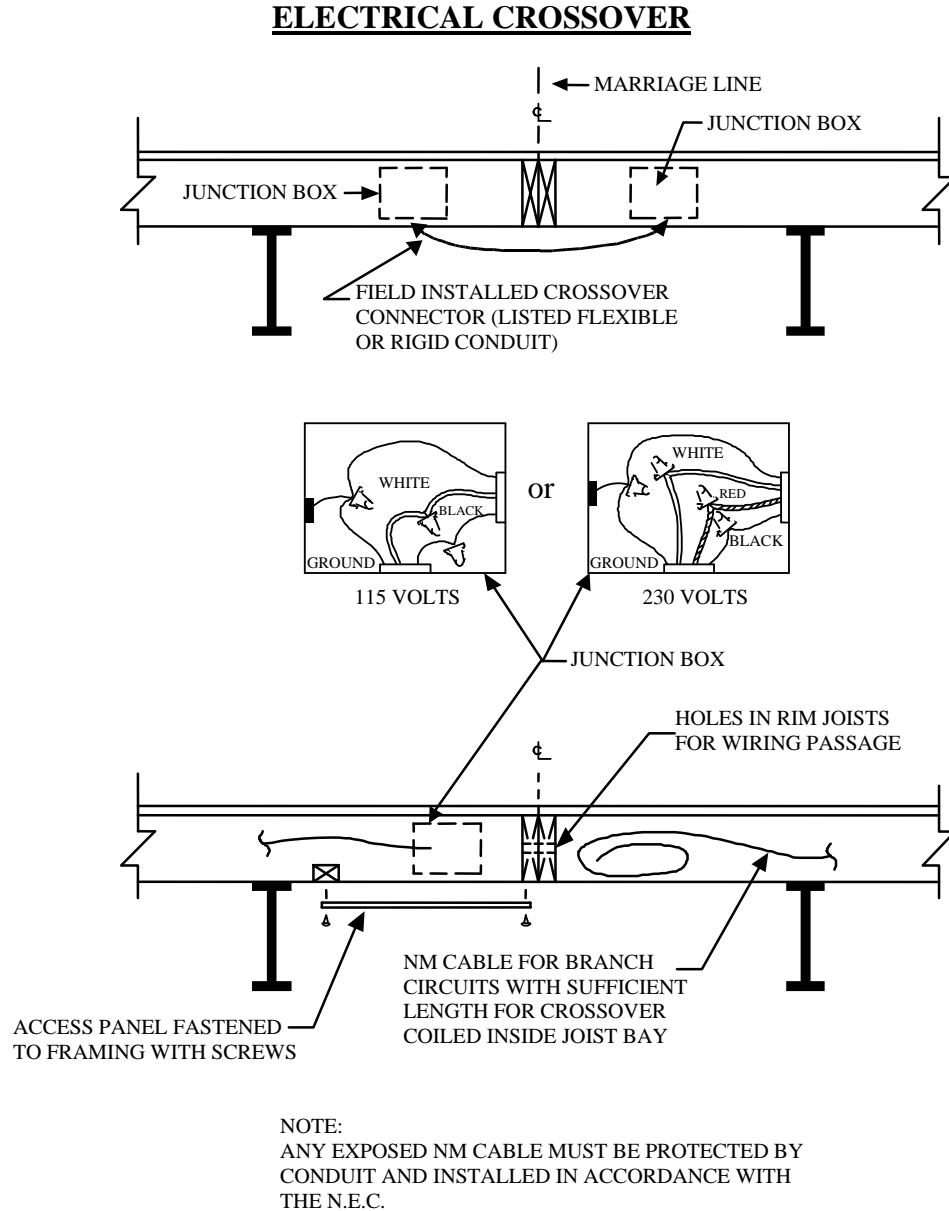
- (E) A cleanout must be installed at the upper (most remote) end of the floor piping system.
- (j) Electrical Connections: Depending on the model and/or manufacturer of the home, electrical crossovers may be located in either the front end and/or rear end of the home. Check along mating line for other labeled access panels.
- (1) Crossover connections may be one of the following:
    - (A) snap or plug-in type;
    - (B) junction boxes inside floor cavity (note: crossover wiring routed outside the floor cavity must be enclosed in conduit). If the boxes and/or covers are metal, they must be grounded by the use of the ground wire; or
    - (C) pigtail between receptacles/switches between sections (one circuit only and enclosed in a j-box according to the National Electrical Code (NEC)).
  - (2) Chassis Bonding: Each chassis shall be bonded to the adjacent chassis with a solid or stranded, green insulated or bare, number 8 copper conductor. The conductor is connected to the steel chassis with a solderless lug. *Alternate bonding: A 4 inch wide by 30 gauge continuous metal strap may be used as an alternate, when attached to the chassis members with two #8x 3/4 inch self tapping metal screws each end of the strap.*



**NOTE:**

A 4" BONDING STRAP MAY BE USED INSTEAD OF COPPER WIRE BY ATTACHING THE STRAP TO BOTH UNITS WITH 2-#8X3/4" SELF-TAPPING METAL SCREWS ON EACH SIDE.

(3) Electrical Crossover.



(4) Shipped loose equipment:

- (A) Electrical equipment such as ceiling fans, chandeliers, exterior lights, etc., which may have been shipped loose, must be installed in accordance with the adopted (NEC). Connect all corresponding color coded or otherwise marked conductors per the applicable sections of the NEC.
- (B) Bonding strap removal: 240 volt appliances (range, dryer, etc.) shall have the bonding strap removed between the ground and the

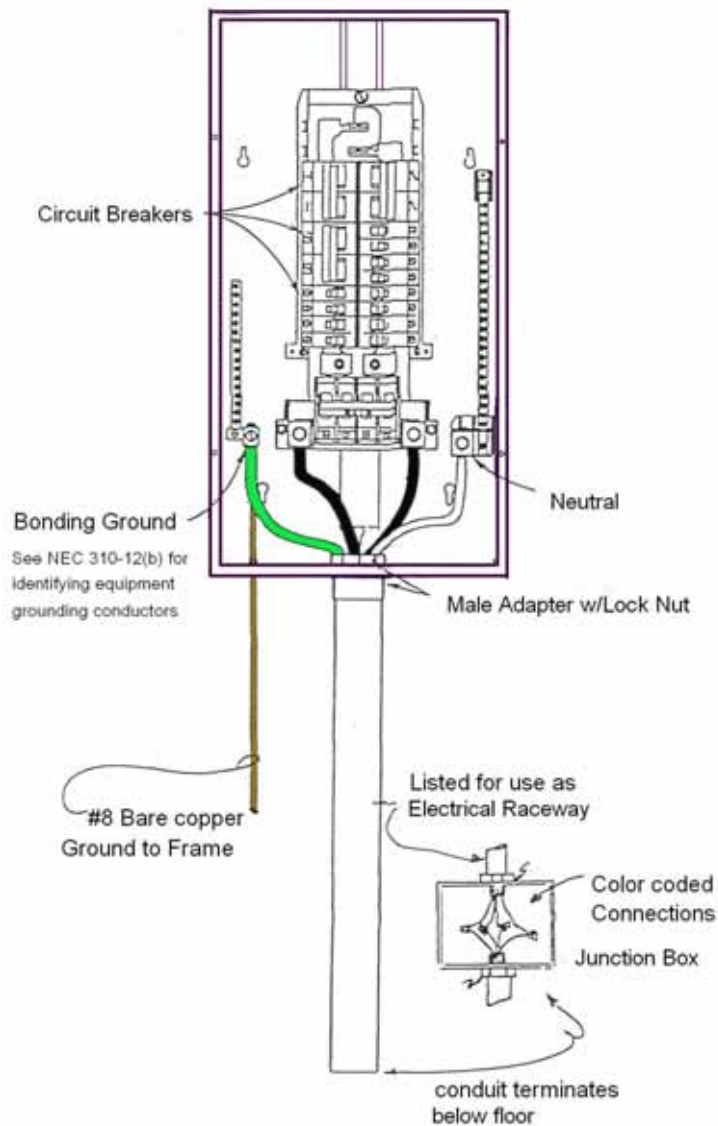
neutral conductors. Cords used to connect those appliances shall be four conductor, four prong.

- (5) Electrical testing: At the time of installation, the following tests must be performed:
  - (A) All site installed or shipped loose fixtures shall be subjected to a polarity test to determine that the connections have been properly made.
  - (B) All grounding and bonding conductors installed or connected during the home installation shall be tested for continuity, and
  - (C) All electrical lights, equipment, ground fault circuit interrupters and appliances shall be subjected to an operational test to demonstrate that all equipment is connected and functioning properly.
- (6) Main panel box feeder connection: The main panel box is wired with the grounding system separated from the neutral system (4-wire feeder). The grounding bus in the panel must be connected through a properly sized green colored insulated conductor to the service entrance equipment (meter base) located on or adjacent to the home. [A licensed electrician is required to run the feeder from the pole to the main panel box in the home.](#)

**NOTE: The Department agrees with Bill Beville's comment.**

## INTERIOR SERVICE PANEL

### 4 - Wire System



### MAIN PANEL BOX FEEDER CONDUCTOR SIZES

Main Breaker size (amps)	Raceway diameter	Red/Black (power)	White (neutral)	Green (grounding)
50	1	#6	#6	#8
100	1 1/4	#2 or #3	#2 or #3	#6
150	1 1/2	#1/0 or #2/0	#2	#6
200	2	#3/0	#2	#6

(k) Fuel Gas Piping Systems:

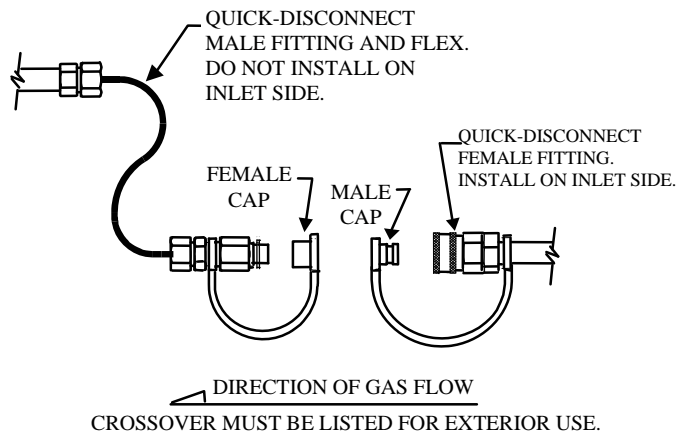
- (1) Crossover Connections: All underfloor fuel gas pipe crossover connections shall be accessible and be made with the connectors supplied by the home manufacturer, or, if not available, with flexible connectors listed for exterior use and a listed quick disconnect (Method A), or a shut-

off valve (Method B). When shut-off valve is used, it must be installed on the supply side of the gas piping system. The crossover connector must have a capacity rating (BTUH) of at least the total BTUH's of all appliances it serves.

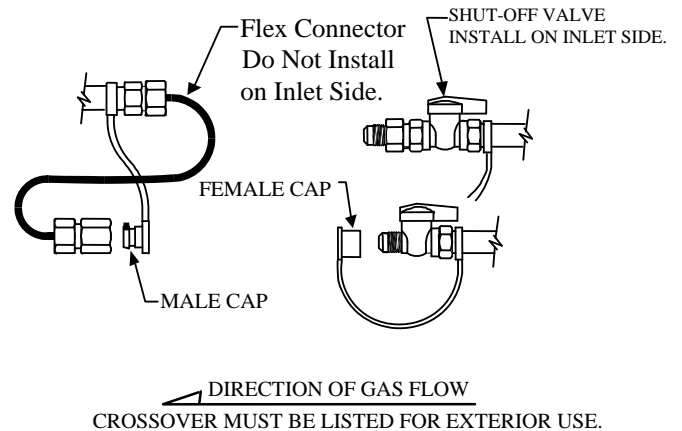
- (2) Testing: The fuel gas piping system shall be subjected to an air pressure test of no less than 6 ounces and no more than 8 ounces. While the gas piping system is pressurized with air, the appliance and crossover connections shall be tested for leakage with soapy water or bubble solution. This test is required of the person connecting the gas supply to the home, but may also be performed by the gas utility or supply company.

### **FUEL GAS PIPE CROSSOVER CONNECTIONS**

#### **Method A**



#### **Method B**



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

- (a) Installers shall use only prefabricated or site built stabilizing components and systems which are:
- (1) registered with the Department,
  - (2) specified by the home manufacturer's DAPIA approved installation instructions, or
  - (3) specified for one or more homes in a particular area by a Texas licensed engineer or architect.
- (b) Before accepting a registration of any prefabricated stabilizing component or system that will be used for more than one home or granting renewal of such, the Department will require the component or system to be certified by an engineer, architect, or independent testing laboratory. The engineer or architect may be licensed in any state. The independent testing laboratory must have at least one engineer or architect licensed in at least one state. The producer or vendor of the

component or system must send a request letter to the Department with at least two copies of the certification report. The Department may accept certification reports in electronic formats. The certification report copies must have letter size (8.5 inch by 11 inch) or smaller pages. The producer or vendor must provide written permission to the Department to reproduce the certification report. If the Department accepts the registration of the certification report, the Department shall place a registration stamp on the copies, keep one copy, and return all other stamped copies to the producer or vendor. The registration stamp will include the following information:

- (1) the title "Texas Department of Housing and Community Affairs" Manufactured Housing Division;
  - (2) the phrase "Registered stabilizing component or system"; and
  - (3) the date of registration.
- (c) The Department will maintain a list of stabilizing components and systems that have been registered with the Department for use in Texas and will post a current copy of the list on the Department's website.
- (d) A report that certifies a stabilizing component or system shall contain, at the minimum, the following:
- (1) the name, address, phone number, facsimile number, and trademark of the agency issuing the certification report or the name, signature, license number, state where licensed, address, phone number, facsimile number, and seal of the engineer or architect;
  - (2) date of certification report;
  - (3) the name, address, phone number, and facsimile number of the vendor or producer of the component or system;
  - (4) drawing or photograph of component or system;
  - (5) a description of the vendor's or producer's method for identifying the component or system;
  - (6) at least a 2 inch by 4 inch blank space for the Department registration stamp on each page or the cover page of a bound document;
  - (7) a unique number or other identification for the certification report;
  - (8) the initial qualifying test report or information about how the report can be obtained;
  - (9) a description of the continuing validation system and the time period of the certification;



- (10) detailed and specific installation instructions for the component or system, a copy of which that are shipped to each purchaser;
  - (11) a description of the working load capacity for the component or system. If the component is a ground anchor, the anchor shall be certified by a professional engineer, architect or nationally recognized testing laboratory as to its resistance, based on the maximum angle of diagonal tie and/or vertical tie loading and angle of anchor installation, and type of soil in which the anchor is to be installed;
  - (12) a description of all allowable conditions for use of the component or system such as (but not limited to) types of soil, weather exposure, atmospheric environment (rural, industrial, coastal), and characteristics of other associated components; and
  - (13) a statement that the certifying independent testing laboratory, certifying engineer, or certifying architect certifies the component or system to be in conformance with all applicable standards adopted by the Department. This statement shall be on each page or shall be on the cover sheet of a bound document.
- (e) The Department adopts the applicable standards and publications set forth in Chapter 43 of the International Code Council, latest edition of the International Residential Code for materials used to fabricate stabilizing components and systems. The Department adopts the stabilizing component destruction test failure criteria of the FMHCSS (24 CFR, Part 3280) or latest edition of the International Residential Code, Appendix E.
- (f) Applicable reports of the following organizations are acceptable as certification reports: National Evaluation Service, Inc.; International Conference of Building Officials (ICBO) Evaluation Service, Inc.; Southern Building Code Congress International (SBCCI) Public Safety Testing and Evaluation Services, Inc.; Building Officials and Code Administrators International (BOCA) Evaluation Reports, Inc.; the International Code Council (ICC); or a successor of any of these organizations.
- (g) The Department may deny registration if the certification information:
- (1) is incomplete;
  - (2) does not conform to the rules of the Department;
  - (3) contradicts the qualifying tests; or
  - (4) has contradictory statements.
- (h) Conditions that may cause the Board to issue an administrative order that withdraws registration from a stabilizing component or system may include but are not limited to:

- (1) the engineer, architect, or independent testing laboratory withdraws the certification;
  - (2) the engineer, architect, or independent testing laboratory improperly certified the component or system;
  - (3) a significant characteristic of a device or system has been changed without a revision of the original certification;
  - (4) the producer distributes installation instructions that are substantively different from those in the certification or original qualifying tests;
  - (5) changes in the law, rules, or standards;
  - (6) the continuing validation system for a component has been changed without a revision of the original certification;
  - (7) information provided by the original certification is obsolete;
  - (8) the Department receives evidence that the component or system often fails to anchor or support the home; or
  - (9) the producer fails to provide test results after the Department directs the producer to test the component or system. The test will be performed by a recognized independent testing laboratory under the observation of a qualified representative or designee of the Department.
- (i) Notice of withdrawal of registration of a component or system must be given to the producer and to all licensed installers, retailers, and manufacturers.
  - (j) The Department's registration of a stabilizing component or system is valid for a period of ten (10) years or for the time period of certification, whichever is less. The registration expires at the end of the shorter period.
    - (1) If the time period for certification exceeds the ten (10) year registration period, the producer of the stabilizing component or system may apply for a renewal of the registration. The renewal shall be valid for an additional period:
      - (A) of ten (10) years; or
      - (B) if the time period of certification expires prior to the end of the ten (10) year period, for a lesser period ending with the expiration of the time period of certification.
    - (2) All Department approval letters issued prior to November 3, 1998, remain valid for a period of ten (10) years following the original effective date of this section and expire on November 3, 2008, or upon any previously assigned expiration date if that date is earlier.

- (k) A registration renewal request must be received from the vendor or producer of the component or system at least ninety (90) calendar days prior to the date the certification or registration expires. The request must supply the information necessary for the Department to issue a registration renewal.
- (l) Registered components and systems sold to retailers or installers prior to the expiration of the applicable registration or renewal may be used and installed for a period of not more than ninety (90) calendar days following the date of expiration of their approval, registration, or renewal.
- (m) Advertisements and instructions may not express or imply that the component or system has Department approval.

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

***RULES REVISED FOR ADOPTION: 11/01/2007  
Originally Proposed Rules in 09/21/2007, Texas Register Issue***

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

- (a) A licensee, other than a salesperson, must maintain all required ~~books and~~ records at a location that meets the requirements of §1201.103(a-1) of the Standards Act. All records required by this chapter must be maintained in the licensee's files for a period of not less than six (6) years. Unless stated otherwise, a record of any disclosure to be given shall reflect that it was properly completed, executed, and dated.

**NOTE: Dept. agrees with TMHA's comment.**

- (b) A licensee must keep the Department advised in writing on a current basis of any changes in their licensing information and, where required by the Standards Act, give prior written notice.
- (c) If a licensee fails to provide any warranty listed in this subsection of the rules, the time limitations associated with the consumer's written notification do not start until the consumer is provided with such required warranty.
- (d) A license holder is prohibited from publishing or distributing any form of advertising which is false, deceptive, or misleading ~~or not subject to verification~~.

**NOTE: Dept. agrees with TMHA's comment.**

- (e) Any advertisement must comply with applicable federal and state legal requirements, including, but not limited to, the federal Truth in Lending Act and Federal Reserve Regulation Z.
- (f) Any advertisement by a retailer, broker, or installer (other than a sign/display advertisement at a licensed location, point of sale literature, or a price tag) must conspicuously disclose the license number of the person who is advertising.
- (g) Any advertisement by a salesperson must conspicuously disclose the name and license number of their sponsoring retailer identified on their valid salespersons license.
- (h) Where no consumer protection purposes would be served by requiring the license number to be disclosed, the Board director may grant exceptions to subsections (f) ~~(e)~~ and (g) ~~(d)~~ of this section based on the Board's director's approved format. Exceptions will be posted on the Department's website.

**NOTE: Dept. agrees with TMHA's comment.**

~~(i) Any licensee's website shall provide a conspicuously placed link on the website's home page to the Department's website.~~

**NOTE: Dept. agrees with TMHA's comment.**

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

- (a) A manufacturer shall submit a monthly shipment report to the Department of all manufactured homes produced during the preceding month for shipment to any point in Texas. The report shall contain the following information:
  - (1) the complete HUD label number(s);
  - (2) the complete serial number(s);
  - (3) the license number of the retailer to whom the home is sold and the location to which it is initially shipped; and
  - (4) a designation as to single or multiple sections.
- (b) The manufacturer's monthly shipment report shall be filed with the Department by the 20th day of the month following the earlier of manufacture of the home and/or shipment. If a manufacturer has no sales or shipments to any person in the State of Texas during any month, the report must be filed stating such fact.
- (c) A manufacturer shall use the Manufacturer's Certificate of Origin (MCO) prescribed by the Department set forth 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) A manufacturer shall supply to the Department current and revised copies of approved installation manuals as required by §80.20 of this chapter (relating to Requirements for Manufacturer's Designs and Installation Instructions).
- (e) The term of a required warranty does not begin to run until a warranty that complies with the Standards Act is actually delivered.

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

- (a) A retailer shall retain as a record of each sale a file for that sale containing a completed Retail Monitoring Checklist on in the prescribed form, together with copies of all completed, executed, and signed applicable documents specified therein.

**NOTE: Dept. agrees with TMHA's comment.**

- (b) A retailer shall timely provide each consumer who acquires a manufactured home by sale, exchange, or lease purchase the applicable warranty or warranties specified in the Standards Act and any warranty regarding the home itself shall specify whether the warranty includes cosmetic items or not and, if it does include them, whether there are any limitations or special requirements, such as a walk-through punch lists, excluded items, or the like.
- (c) For each manufactured home taken into a retailer's inventory, a retailer shall maintain a copy of either a completed and timely submitted application for a statement of ownership and location to reflect the home as inventory or, once such a statement of ownership and location has been issued and received, a copy of that statement of ownership and location.
- (d) For each home altered or rebuilt from salvage a retailer shall retain the documentation required for a rebuilder.
- ~~(e) For homes manufactured on or after September 1, 1997, a manufactured housing license holder shall not contract for sale of any home installed in a wind zone other than that allowed on the data plate.~~

**NOTE: Dept. agrees with TMHA's comment.**

- ~~(e)~~(f) A retailer must provide their company name, license number, **and** contact information on any sales agreement, and proof of purchase or confirmation of sale.

**NOTE: Dept. agrees with TMHA's comment.**

- ~~(g) In a joint purchase, one consumer's signature is sufficient on any notice or disclosure statement as long as the consumer is on the sales documents.~~

**NOTE: Dept. agrees with TMHA's comment.**

- ~~(f)~~(h) 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 in subchapter I of this chapter (relating to Forms).

- (g)(i) On a new manufactured home and on any used manufactured home where the sale, exchange or lease-purchase includes installation, the retailer must specify in the applicable contract or an accompanying written disclosure the intended date by which installation will be complete, ~~the conditions under which that intended date is subject to change~~, and a designated person to contact for the current status as to the intended date for completion of installation. For new manufactured homes, the retailer is responsible for ensuring that a licensed installer warrants the proper installation of the home.

**NOTE: Dept. agrees with TMHA's comment.**

- (h)(j) If any goods or services being provided by a retailer in connection with the sale and/or installation of a manufactured home, the retailer must disclose, in writing, the goods and/or services to be provided and a good faith estimate as to when they will be provided.
- (i)(k) If any goods with a retail value of more than \$250 are to be provided in connection with the sale of a manufactured home and they are not specified on the data plate for the home, the retailer must describe them in the retail installment contract, purchase memorandum, or other sale document in sufficient detail to enable a third party to provide them under the responsibility of the retailer's surety bond should the retailer fail to provide them as agreed.
- (j)(l) A retailer accepting a deposit must give the consumer a written statement setting forth:
- (1) the amount of such deposit;
  - (2) a statement of any requirements to obtain or limitations on any such refund; and
  - (3) the name and business address of the person receiving such deposit.
- (k)(m) A retailer may not represent to a consumer that is purchasing a manufactured home with interim financing that the consumer will qualify for permanent financing if the retailer has any reason to believe that the consumer will not qualify for such permanent financing.

- ~~(l)(n)~~ A retailer may not increase the advertised price at which a manufactured home is to be sold based on the consumer's decision to make the purchase with or without financing provided by or arranged through the retailer.
- ~~(m)(o)~~ A retailer may not request or accept any document that is executed in blank or allow any alteration to a completed document without the consumer's initialing and dating such changes to indicate agreement to them. Where information is not available, a statement of that fact (*e.g.*, TBD – to be determined, not available, N/A, not applicable, or the like) may be entered in the blank. A consumer must be provided with copies of all documents they execute.
- ~~(n)(p)~~ A retailer may not knowingly accept or issue any check or other form of payment appearing on its face to be a *bona fide* payment but known not to represent good funds.
- ~~(o)(q)~~ 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)(r)~~ In order to comply with the provisions of §1201.107~~(d)~~ of the Standards Act, a retailer or broker must:

**NOTE: Dept. agrees with TMHA's comment.**

- (1) have a current, in effect surety bond issued in the most recent form promulgated by the Department; and
- (2) the applicable sales agreement must identify the surety bond that applies to the transaction and contain the following statement: "The above-described surety bond applies to this transaction in the following manner: The bond is issued to the Texas Manufactured Homeowners' Recovery Trust Fund (the "Fund"), a fund described in the Texas Manufactured Housing Standards Act (Tex. Occ. Code, Chapter 1201) and administered by the Director. If the Fund makes a payment to a consumer, the Fund will seek to recover under the surety bond. The obligation of the Fund to compensate a consumer for damages subject to reimbursement by the Fund is independent of the Fund's right or ability to recover from the above-described surety bond, but recoveries on surety bonds are an important part of the Fund's ability to maintain sufficient assets to compensate consumers. There can be no assurance that the Fund will have sufficient assets to compensate a consumer for a covered claim. Assuming it has sufficient assets to compensate a consumer for a covered claim, the liability of the Fund is limited to actual damages, not to exceed \$35,000."



(q)~~(s)~~ A retailer shall maintain on a current basis a separate file for each salesperson sponsored by that retailer reflecting:

- (1) that they are licensed in accordance with the Standards Act;
- (2) the date of the initial licensing class that they attended and a copy of their certificate of completion;
- (3) evidence of the successful completion of any required continuing education classes that they attended; and
- (4) a copy of any written notice to the Department that sponsorship was terminated and the effective date thereof.

(r)~~(t)~~ 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)~~(u)~~ At each licensed location, including each branch location, a retailer shall conspicuously display the Consumer Protection Information sign as set forth in subchapter I of this chapter.

(t)~~(v)~~ Auction of Manufactured Housing to Texas Consumers.

- (1) A person selling more than one home to one or more consumers through an auction in a twelve (12) month period must be licensed as a retailer, each individual acting as their agent must be licensed as a salesperson, and each specific location at which an auction is held must be licensed and bonded in accordance with the Standards Act.
- (2) Acting as an auctioneer may be subject to the Texas Auctioneer Act, Occupations Code, Chapter 1802.
- (3) The retailer must notify this Department in writing at least thirty (30) calendar days prior to the auction with such notice to contain the date, time, and physical address and location of a proposed auction or, if they recur on a scheduled basis, of the schedule.

(u)~~(w)~~ 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)~~(x)~~ 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) If the retailer subcontracts installation to another licensed installer, their respective responsibilities are as set forth in the Standards Act.
- (b) For used manufactured homes, the person contracting with the consumer for the installation of the home is the installer and must warrant the proper installation of the home. If the contracting installer subcontracts with an independent licensed installer, then the subcontractor is jointly and severally liable for that portion of the installation that the subcontractor performed.
- (c) A person contracting directly with the consumer for only the transportation of a manufactured home to its site is not deemed by virtue of being the transporter to also be the installer.
- (d) The contracting licensed installer is fully responsible for the complete installation in accordance with all applicable requirements set forth in this chapter even though the installer may subcontract certain installation functions to independent contractors pursuant to §1201.102(b) of the Standards Act. It is unlawful for a subcontractor who is acting as an agent for a licensed installer to advertise and/or offer installation services to any person unless the licensed installer's name and license number appear conspicuously in the advertisement.

**NOTE: Dept. agrees with TMHA's comment.**

- (e) A person contracting for the installation of a manufactured home must specify in the applicable contract or an accompanying written disclosure the intended date by which installation will be complete, ~~the conditions under which that intended date is subject to change~~, and a designated person to contact for the current status as to the intended date for completion of installation.

**NOTE: Dept. agrees with TMHA's comment.**

- (f) An installer shall provide the Department with a list of all subcontractors approved to work under the installer's license number.
- (g) For each installation completed, the contracting installer must complete a Notice of Installation and submit the original, signed form with the required fee to the Department no later than seven (7) ten (10) business days after which the installation is completed, but not later than three (3) days for probationary installers. If an installer submits multiple installation reports at one time, a single payment for the combined fees may be submitted.

**NOTE: Dept. agrees with Bill Beville's comment.**

~~(h) An installer must obtain installation decals from the Department. On each home installed, the installer shall affix a Department issued installation decal. Decals shall be order from the Department using the order form prescribed in subchapter I of this chapter (relating to Forms).~~

**NOTE: Dept. agrees with TMHA and Bill Beville's comment.**

~~(h)(i)~~ The completed Notice of Installation may, within the time frames specified in subsection (g) of this section be submitted with an application for Statement of Ownership and Location but is not a requirement to obtain a Statement of Ownership and Location. Copies must be labeled as such. The licensed installer who is listed on a Notice of Installation is presumed to be the installer primarily responsible for the installation and the person to whom any warranty orders, notices of inspection, or other communications from the Department regarding the installation shall be directed.

~~(i)(j)~~ Electrical, fuel, mechanical, and plumbing system crossover connections for multi-section homes, and completion of drain lines underneath all homes in accordance with the requirements of this chapter and installation of steps or legally compliant ramps to any exterior door that will be 12 inches or more above ground level ~~(or, if someone else is providing the steps, such as in a situation where a deck is being built, insuring that complying steps are actually provided)~~ are installer responsibilities and cannot be excluded by wording of the installation contract when provided by or installed by the installer. The installation of air conditioning at the home site must be performed by a licensed air conditioning contractor. The installation and ventilation of skirting or other material that encloses the crawl space underneath a manufactured home is an installer responsibility, if it is part of the sales or installation contract.

**NOTE: Dept. agrees with TMHA's comment.**

~~(i)(k)~~ A checklist must be maintained in the files. The checklist must consist of the following:

(1) the HUD label number or Texas seal number and the serial number;

~~(2) the installation decal number;~~

**NOTE: Dept. agrees with TMHA's comment.**

~~(2)(3)~~ verification of the soil spoil condition(s) at the installation site;

**NOTE: Dept. agrees with TMHA and Bill Beville's comment.**

~~(3)~~(4) if installed on piers or pads, verification of the calculation of pier spacing;  
and

~~(4)~~(5) a list of each approved component or device used in the installation.

~~(k)~~(4) Each installer shall maintain the following books and records for each installation:

(1) verification that **either** the ~~required 163 disclosure or a~~ site preparation ~~notice required~~ was signed by the consumer and timely delivered to a consumer by the licensee;

**NOTE: Dept. agrees with TMHA and Bill Beville's comment.**

(2) a copy of each installation warranty provided to a consumer with evidence that the warranty was timely delivered to the consumer;

(3) if the 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 in subchapter I of this chapter;

~~(4) — documentation of the determination of the weight bearing capacity of the soil;~~

**NOTE: Dept. agrees with TMHA's comment.**

~~(4)~~(5) a list of the components used. If reconditioned components are used the identifying numbers must be legible;

~~(5)~~(6) if installed to manufacturer's instructions, a copy of those instructions, as in effect at the time of installation (one copy on-site is sufficient; a separate copy does not need to be maintained for each installation);

~~(6)~~(7) if installed to engineer-approved plans (other than manufacturer's instructions or state generic) a copy of the actual plans, showing the Texas engineer's stamp;

~~(7)~~(8) a copy of any agreement with another party to obtain or provide some or all of the installation services; and

~~(8)~~(9) a list of all unlicensed individuals who provided installation services under the installer's license, indicating each installation on which they worked. ;  
and

~~(10) a record showing that they have affixed a Department-issued installation decal to each installation they report that they performed, listing the decal number of each.~~

**NOTE: Dept. agrees with TMHA's comment.**

~~(1)(m)~~ An installer shall conspicuously disclose their license number on all advertisements and contracts for installation services.

**§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 in subchapter I of this chapter (relating to Forms).
- (b) For each home sold by a consumer in a brokered sale, the broker shall retain a file for that sale with copies of all required warranties and disclosures, other than a habitability, that would have been given if the sale was through a retailer.

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

- (a) A salesperson may not act in any capacity beyond the scope of a salesperson unless they are legally authorized licensed to do so.

**NOTE: Dept. agrees with TMHA's comment.**

- (b) A salesperson may not collect any monies in connection with a manufactured home transaction except in the name of the sponsoring retailer or broker.

**NOTE: Dept. agrees with Bill Beville's comment.**

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

- (a) Any home which has sustained sufficient damage to be declared salvage as defined in §1201.461 of the Standards Act, may be rebuilt/repaired for purposes of issuance of a manufactured Statement of Ownership and Location at the option of the Department after inspection in accordance with Department procedures. Notification in writing to the Department at its Austin headquarter's office shall be required before rebuilding/repair begins.
- (b) The rebuilder must:

- (1) notify the Department in writing ten (10) business days before rebuilding (or monthly for continuous activity) and provide the following, if available:
  - (A) HUD or Texas Seal number;
  - (B) data plate and comfort cooling certificate information (applicable wind and roof load zones, manufacturer's name and address, home model, list of appliance models, home production date, thermal zones, transmission coefficients, furnace certification temperatures, and duct capacity for cooling);
  - (C) copy of salvage declaration report if salvaged by an insurance company;
  - (D) description of damage;
  - (E) description of cause of damage (water, wind, impact, fire, etc.); and
  - (F) location of home during rebuilding.
- (2) provide a plan for rebuilding, sealed by a licensed professional engineer, that contains the following:
  - (A) drawings and specifications that describe the rebuilding;
  - (B) if more than one home is rebuilt in any one (1) month period, then a quality assurance manual that describes the following:
    - (i) system testing;
    - (ii) inspection process of cavities before concealment; and
    - (iii) record keeping.
  - (C) list of new parts and appliances;
  - (D) list of reused or salvaged parts and appliances; and
  - (E) rebuilder's data plate (if applicable).
- (3) notify the Department when concealed cavities will be exposed for Department inspectors;
- (4) remove damaged material and equipment;
- (5) add new or used materials and equipment;

- (6) repair all defects; and
- (7) repair and test all systems.
- (c) The Department may schedule inspections of the home during the rebuilding process.
- (d) A manufactured home which has not sustained sufficient damage to be declared salvage may be refurbished to its original structural configuration so that it is habitable as defined by §1201.453 of the Standards Act.

**§80.37. Correction Requirements.**

- (a) The retailer, installer, or manufacturer shall take immediate corrective action when notification is received from a consumer and the nature of the complaint indicates an imminent safety hazard or serious defect.
- (b) Except as provided in subsection (a) of this section, manufacturers, retailers, and installers shall perform their obligations in accordance with their respective written warranty within a reasonable period of time. A reasonable period of time is deemed to be not more than thirty (30) calendar days following receipt of the consumer's written notification unless there is good cause requiring more time. The consumer's written notification must be given within the one (1) year warranty period for new homes and for used homes within sixty-five (65) calendar days after the date of the sale or installation, whichever is later.
- (c) The manufacturer, installer, and retailer shall make available for review by Department personnel, records relating to their respective warranty responsibilities, to assure that warranty work has been accomplished and that warranty work has been done in accordance with design or standards criteria and properly completed.

**§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* **personal-financial** 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 in subchapter I of this chapter (relating to Forms).

**NOTE: Dept. agrees with TMHA and Bill Beville's comment.**

- (b) Printed forms may be used to the rights as provided for in §1201.164 of the Standards Act only if:
- (1) The Governor of the State of Texas has declared an emergency to exist in the location where the home is to be located;
  - (2) The basic form set forth in subchapter I of this chapter is used; and
  - (3) The Director has reviewed and approved the language used to describe the specific declared emergency.



## SUBCHAPTER E. LICENSING

### ***RULES REVISED FOR ADOPTION: 11/01/2007***

### ***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

#### **§80.40. Security and Insurance 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 set forth 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) 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) If a required bond is canceled during the license period, the license shall be automatically terminated on the date bond coverage ceases.
- (d) To be exempt from the additional security as required by §1201.106(b) of the Standards Act, a manufacturer who does not have a manufacturing plant in this state must have a *bona fide* service facility.
  - (1) The manufacturer shall provide the Department with the name, address and phone number of the service facility, conspicuous notice of which shall be provided to each Texas retailer who purchases homes from the manufacturer.
  - (2) The service facility shall be capable of compliance with the provisions of Sub-part I of the Manufactured Housing Improvement Act (latest edition) and capable of providing warranty service within the reasonable time requirements set by the Department in §80.73 of this chapter (relating to Procedures for Handling Consumer Complaints), and shall be subject to periodic review and inspection by Department personnel.

- (3) If the Department determines that the requirements of paragraph (2) of this subsection have not been met, notice must be sent of that determination and of the requirement of an additional bond amount.
  - (4) Unless additional security is provided as required by the Standards Act, all out of state manufacturers must disclose their in-state service facility on each renewal of their license.
- (e) Each installer shall maintain public liability insurance coverage, including completed operations coverage in an amount of not less than \$300,000 for bodily injury each occurrence and property damage insurance in an amount of not less than \$100,000 each occurrence. A combined single limit of \$300,000 will be considered to be in compliance with this section. If the applicant will be engaged in the transportation of manufactured housing incidental to the installation, the applicant must also have motor vehicle liability insurance coverage in an amount of not less than \$250,000 bodily injury each person, \$500,000 bodily injury each occurrence, \$100,000 property damage each occurrence. A combined single limit of \$500,000 will be considered to be in compliance with this section. Cargo insurance on each home or transportable section of not less than \$50,000 per towing motor vehicle is required.
- (1) At the time of initial license and on renewal, a certificate of insurance must be filed with the Department by the insurance carrier or its authorized agent certifying the name of insurer, type of insurance and insurance limit per aggregate kind, type and amount of insurance coverage and which provides for thirty (30) calendar days notice of cancellation. If the applicant does not provide proof of the required motor vehicle liability insurance and the cargo coverage, the applicant must sign an affidavit that the applicant will not engage in any transportation of manufactured housing. If the applicant transports only his/her own property, and furnishes the Department with an affidavit attesting to that fact, cargo coverage is not required.

**NOTE: Dept. agrees with TMHA's comment.**

- (2) An installer, also licensed as a retailer, may satisfy the insurance requirements by filing a certificate of insurance which shows that the license holder has motor vehicle-garage liability coverage including completed operations, and has dealer's physical damage (open lot) including transit insurance coverage in amounts not less than those set forth in subsection (e) of this section. If the retailer installer transports their own homes, they must show proof of collision coverage on their commercial physical damage (open lot) policy.

**NOTE: Dept. agrees with TMHA's comment.**

- (3) If the required insurance coverage expires or is canceled, and proof of replacement coverage is not received prior to the expiration date or date of cancellation, the installer's license is automatically terminated until the licensee provides a new valid insurance.
- (f) In order for the Board to direct the Director to stop accepting bonds issued by a surety for reasons outlined in §1201.105(c) of the Standards Act, the Department experiences significant problems if:
  - (1) the surety fails on three (3) or more occasions to make the required reimbursement payment within thirty (30) calendar days from the date of notice from the director that a consumer claim has been paid; or
  - (2) is more than sixty (60) calendar days late in making a required reimbursement payment.
- (g) If the director stops accepting bonds issued by a surety for reasons set forth in subsection (f) of this section, all licensees who are bonded by the affected surety will be notified immediately so they can ~~must~~ supply the Department with a new valid bond when they renew their license. If a licensee fails to supply the Department with a new valid bond when they renew their license, their license is automatically suspended until the licensee provides a new valid bond.

**NOTE: Dept. agrees with TMHA's comment.**

**§80.41. License Requirements.**

- (a) General License Requirements. In order to apply to obtain a license, the promulgated form of application for such license must be fully completed and executed and submitted to the Department, accompanied by the required fee, required security, evidence of any required insurance, and all other required supporting documentation. The Department may request any reasonably related additional information or documentation to clarify or support any application.
  - (1) Additional provisions applicable to salespersons.
    - (A) A salesperson is an agent of their sponsoring retailer or broker. The sponsoring retailer or broker is liable and responsible for the acts or omissions of a salesperson in connection with any activity subject to the Standards Act or this Chapter. It is a violation of the Standards Act and this chapter for a retailer or broker of manufactured housing to employ a salesperson who is not licensed with the Department or permit them to conduct business subject to the Standards Act on their behalf.

- (B) If a salesperson's sponsoring retailer or broker is no longer licensed, that salesperson's ability to act and a salesperson is automatically terminated until such time as he or she is acting under a duly licensed sponsoring retailer or broker and such sponsorship is on record with the Department. A salesperson shall surrender his or her license to the Department within ten (10) calendar days of termination from his or her sponsoring retailer.

**NOTE: Dept. agrees with TMHA to combine the original text in (C) with (B) and add a new (C).**

- (C) A sponsoring retailer should notify the Department in writing when a salesperson has been terminated or is no longer sponsored by said retailer. A salesperson shall surrender his or her license to the Department within ten (10) calendar days of termination from his or her sponsoring retailer.

**NOTE: Dept. agrees with TMHA's comment to combine the original text in (C) with (B) and add a new (C).**

- (D) A salesperson's sponsoring retailer or broker shall be issued a license card by the Department containing effective date and license number and name and license number of the sponsor. A salesperson shall be required to present a copy of a valid license card upon request.
- (2) Additional provisions applicable to installers.
    - (A) A probationary installer's license shall become a full installer's license as outlined in §1201.104(f) of the Standards Act when the Department inspects a minimum of five (5) manufactured home installations and found not to have any identified installation violations.
    - (B) It is the responsibility of an installer who is still on probationary status to notify the Department of each installation performed promptly. As used in this Section, "promptly" means sufficiently early to enable the home to be inspected prior to any skirting being installed, in any event within three business days following the date of completion of the installation.
    - (C) It is the responsibility of the Department's field office to notify the Department's licensing section when a probationary installer's license is eligible for upgrade to a full installer's license.

- (b) Applicable License Holder Ownership Changes.
- (1) A license holder shall not change the location of a licensed business unless the license holder first files with the Department:
    - (A) a written notification of the address of the new location;
    - (B) an endorsement to the bond reflecting the change of location; and
    - (C) the original license.
  - (2) The change of location is not effective until all requirements are received by the Department.
  - (3) For a change in ownership of less than fifty percent (50%) of the licensed business entity, no new license is required provided that the existing bond or other security continues in effect. However, the current Articles of Incorporation or Assumed Name Certificate must accompany the request.
  - (4) For a change in ownership of fifty percent (50%) or more, the license holder must file with the Department, along with the appropriate fee and Articles of Incorporation or Assumed Name Certificate:
    - (A) a license addendum by the purchaser providing information as may be required by the Department; and
    - (B) certification by the surety that the bond for the licensed business entity continues in effect after the change in ownership; or
    - (C) an application for a new license along with a new bond or other security and proof that the education requirements of §1201.113 of the Standards Act, have been met.
- (c) Education.
- (1) The Standards Act requirement for an initial 20 hour course of instruction in the law, including instruction in consumer protection regulations, shall be offered quarterly by the Department. Other instruction providers may offer the course, if they complete and submit the required application, together with the required fee and all required supporting documentation, including any additional documentation requested by the Department, and, based on the recommendation of the Director, they are approved by the Board. Subject to limitations on Department resources, the Department will make special licensing classes available upon written request.

- (2) The test to be administered in connection with the course will consist of a representative selection of questions from an approved set of questions prepared by the Director. The test will be open-book. A score of 70% correct is required to pass the test.
- (3) For initial licensing of a salesperson, if the salesperson does not attend and successfully complete the next initial licensing class provided by the Department, the license will automatically be terminated until the salesperson has attended and successfully completed that class.
- (4) The 20 hour course of instruction must include the following matters in its curriculum.
  - (A) the Standards Act and this Chapter;
  - (B) Texas Finance Code, Chapters 347 and 156;
  - (C) Texas Transportation Code requirements relating to moving manufactured homes;
  - (D) Federal Truth -in-Lending Act and Regulation Z;
  - (E) Installations;
  - (F) Consumer Complaints;
  - (G) Enforcement;
  - (H) Complaint Resolution Process; and
  - (I) The FMHCSS.
- (5) The primary administrator for each approved training program will be notified by the Department of changes to the Law and Rules and the date that the changes will become effective.
- (6) The Department may revoke course approval for failure to comply with the standards or procedures set forth in this [Chapter paragraph](#) or any conditions of approval. Unless the approval provides otherwise or is revoked for cause, an approval is valid for two (2) years.

**NOTE: Dept. agrees with TMHA's comment.**

- (d) Continuing Education.

- (1) Continuing education courses must include any revisions to the Code within the preceding two years and the Department's current complaint resolution process and may also include any of the following:
  - (A) installation requirements;
  - (B) manufactured home financing;
  - (C) operation of manufactured home parks and communities; or
  - (D) other subjects determined by the Department to relate directly to the lawful operation of a business subject to the Code.
  
- (2) Acceptable evidence that the requirements of §1201.113(b) of the Standards Act have been satisfied by the license holder or their related person on record with the Department, would be a certificate, letter, or similar statement provided by the approved education provider indicating that the course was timely completed. Such evidence may be submitted by fax, mail, e-mail, or in person. Attendance of a continuing education course in person is a requirement.

**NOTE: Dept. agrees with Bill Beville's comment.**

- (3) For license renewal, evidence of any required attendance, with reference to license number, must be received by the Department before a license may be renewed.
  
- (4) Approval of courses and providers. In order to be considered for approval by the Board to provide continuing education courses a party wishing to be considered for such approval must submit, for each course for which approval is sought, a letter application, accompanied by the nonrefundable processing fee, and the following:
  - (A) A narrative overview of the course, describing subject matter to be covered;
  - (B) Brief biographies, including credentials of each instructor demonstrating in depth knowledge of the subject matter to be taught;
  - (C) A copy of any course materials to be used. If the course materials are deemed to be proprietary they should be placed in a separate envelope, marked confidential, and accompanied by a written statement as to why they should not be treated as open records. There is no assurance that such materials will ultimately be

accorded any exemption from disclosure under the Open Records provisions of the Government Code;

- (D) A schedule of any fees to be charged for the course;
- (E) If attendance at the course is limited to any particular group, a description of the limitation;
- (F) As such information becomes available, an indication as to the locations, times, and dates for offerings; and
- (G) Such other information as the Department may require.

(5) Once the Department determines that a request for approval is complete, that request will be placed on the next regularly scheduled meeting of the Board for consideration. The Department will provide the board with a written recommendation on each such request. The staff will advise the applicant of the board's action within ten (10) business days of the date of the board meeting, including a written statement as to any limitations, conditions, or other requirements imposed.

(A) Approvals shall be for a period not to exceed two years. The Department may, at no cost, attend or send a representative to attend any approved course to determine that the course is being taught in accordance with the terms of approval.

(B) The Department may revoke or suspend approval of a course if the Department determines that the course is not being taught in accordance with the terms of approval or that the course is not being administered in accordance with the law or these rules. Any action to revoke or suspend such an approval is a contested matter under Chapter 2001, Government Code, and the party against whom revocation or suspension is sought may make a written request for a hearing before an Administrative Law Judge. If no such hearing is requested within thirty (30) calendar days after receipt of notice from the Department, the Department order of suspension or revocation shall become final.

(e) License Application and Renewal.

(1) Initial Application Processing.

(A) It is the policy of the Department to issue the license within seven (7) business days after receipt of all required information and the following conditions have been met:



- (i) all required forms are properly executed; and
    - (ii) all requirements of applicable statutes and this Chapter have been met.
  - (B) License applications and accompanying documents found to be incomplete or not properly executed shall be returned to the applicant with an explanation of the specific reason and what information is required to complete license.
  - (C) Upon request, the Department will disclose the license number assigned and the effective date for a license that has been approved but not yet delivered to the license holder.
- (2) License Renewal Requirements. It is the responsibility of a license holder to renew the license prior to its expiration date.
- (A) The Department will mail each license holder a renewal notice and application for renewal at least forty-five (45) calendar days prior to the date on which the current license expires. Notice will be mailed to the last known address indicated in Department records. ~~Failure by the Department to send this notice does not relieve the licensee of the legal responsibility to apply timely for any necessary renewal.~~

**NOTE: Dept. agrees with TMHA's comment.**

- (B) In order to prevent the expiration and lapse of a license, a complete application for license renewal must be received by the Department prior to the date on which the current license expires.
  - (C) If an application for license renewal is received by the Department after the date on which the current license expires, the license will not be issued without the required late fees identified in §1201.116(d) and (e) of the Standards Act.
- (3) Payment of license fees.
- (A) All required fees must be paid in order to obtain a valid license, including a renewal license, from the Department.
  - (B) Any license issued by the Department is void and of no effect if based upon a check or other form of payment that is later returned for insufficient funds, closed account, or other reason, regardless of whether the Department notifies the applicant of the insufficiency of payment or the invalidity of the license.

(C) It is the applicant's responsibility to ensure that all licensing fees are paid in valid U.S. funds.

(f) License Application or Renewal Denial.

(1) In the evaluation of an applicant for a license other than a salesperson's license, the Director shall consider whether the applicant or any related person involved with the applicant has previously:

(A) been found in a final order to have participated in one or more violations of the Standards Act that served as grounds for the suspension or revocation of a license;

~~(B) entered into two agreed final orders of the same type of violation within the preceding two years;~~

**NOTE: Dept. agrees with TMHA's comment.**

~~(B)(C)~~ been found to have engaged in activity subject to the Standards Act without possessing the required license;

~~(C)(D)~~ caused the trust fund to incur unreimbursed payments or claims;

~~(D)(E)~~ failed to abide by the terms of a final order or agreed final order, including the payment of any assessed administrative penalties; or

~~(F) had any state license revoked for violations of a law or rule.~~

**NOTE: Dept. agrees with TMHA's comment.**

(2) If any of the preceding factors is present with respect to the applicant or any related person involved with the applicant, the director will further determine:

(A) whether all appropriate corrective action has been taken;

(B) whether the applicant has adopted policies and procedures or taken other appropriate measures to prevent recurrences; and

(C) whether additional conditions or limitations on the license would be appropriate.

(3) In determining whether an applicant should be issued a license if that applicant states in his/her application for said license that he/she has a

record of criminal convictions within five (5) years preceding the date of the application, the Director shall consider the factors set out in Texas Occupations Code, §553.022:

- (A) the nature and seriousness of the crime;
  - (B) the relationship of the crime to the intended manufactured housing business activity;
  - (C) the extent to which a license holder might engage in further criminal activity of the same or similar type as that in which the applicant previously had been involved;
  - (D) the relationship of the crime to the ability, capacity, or fitness required to perform the duties and discharge the functions and responsibilities of the license holder's occupation or industry; and
  - (E) whether the offenses were defined as crimes of moral turpitude by statute or common law, from Class A misdemeanors to first, second, and third degree felonies carrying fines and/or imprisonment or both. Special emphasis shall be given to the crimes of robbery, burglary, theft, embezzlement, sexual assault, and conversion.
- (4) In addition to the factors that may be considered in paragraph (3) of this subsection, the Department, in determining the present fitness of a person who has been convicted of a crime, may consider the following:
- (A) the extended nature of the person's past criminal activity;
  - (B) the age of the person at the time of the commission of the crime;
  - (C) the amount of time that has elapsed since the person's last criminal conviction;
  - (D) the conduct and work activity of the person prior to and following the criminal conviction; and
  - (E) evidence of the person's rehabilitation or attempted rehabilitation effort while incarcerated or following release.
- (5) The applicant shall furnish proof in any form, as may be required by the Department, that he/she has maintained a record of steady employment and has otherwise maintained a record of good conduct and has paid all outstanding court costs, supervision fees, fines, and restitution as may

have been ordered in all criminal cases in which the applicant was convicted.

- (6) If the Department suspends or revokes a valid license, or denies a person a license or the opportunity to be considered for a license in accordance with this subsection because of the person's prior conviction of a crime and the relationship of the crime to the license, the Department shall:
  - (A) notify the person in writing stating reasons for the suspension, revocation, denial, or disqualification; and
  - (B) offer the person the opportunity for a hearing on the record. If the person does not request a hearing on the matter within thirty (30) calendar days from receipt of the Department's decision, the suspension, revocation, or denial becomes final.

## **SUBCHAPTER F. ENFORCEMENT**

### ***RULES REVISED FOR ADOPTION: 11/01/2007***

### ***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

#### **§80.70.    *Enforcement.***

- (a)    A licensee shall not obstruct or hinder any inspection, investigation, or enforcement efforts being carried out by the Department.
- (b)    Subpoenas or any other order issued by the Director may be served by any person acting on behalf of the Director.

#### **§80.71.    *Rules for Hearings.***

- (a)    Unless otherwise expressly set forth in the Standards Act or this chapter, all hearings shall be held and conducted pursuant to the applicable provisions of Government Code, Chapter 2001.
- (b)    Any party to a hearing may request that a record of the hearing be made and transcribed by an independent court reporter, other than an employee of the Department. Such request must be made not later than seven (7) calendar days prior to the hearing. The additional cost and expense of the independent court reporter may be assessed against the party making the request.
- (c)    Notice of a hearing shall specify all state and federal laws, rules, and regulations, including but not limited to, if applicable, HUD regulations, that the Department believes are relevant to any issue to be involved in the hearing.
- (d)    If, after receiving notice of a hearing, a party fails to appear in person or by representative on the day and time set for hearing or fails to appear by telephone in accordance with Government Code, Chapter 2001, also known as the Administrative Procedures Act, the hearing may proceed in that party's absence and a proposal for decision may be entered by default, accepting all facts and conclusions of law as deemed admitted.
- (e)    Pursuant to the Administrative Procedures Act, each party has the right to file exceptions to the Proposal for Decision and present a brief with respect to the exceptions. All exceptions must be filed with the Department within ten (10) business days of the Proposal for Decision, with replies to be filed ten (10) business days after the filing of exceptions.
- (f)    When an administrative hearing is held for any matter in which the Department seeks to take action against a licensee for violating the Standards Act or these

rules, whether such action is an action to assess administrative penalties, to require corrective action, to require cessation of improper activities, to suspend or revoke a license, or any combination thereof, the Department shall assess the costs of the proceeding against any party that fails to appear at a duly noticed administrative hearing. The costs assessed shall be the greater of \$100 or the actual costs charged to the Department by the State Office of Administrative Hearings, the Office of the Attorney General, any court reporter, or any other third party providing services in connection with such hearing.

- (g) The Department will seek the recovery of its costs from any party against whom it initiates an action if that action results in the entry of a final order taking any administrative action against that party, including the assessment of administrative penalties, requiring corrective action, requiring cessation of improper activities, suspension or revocation of a license, or any combination thereof.

**§80.72. Sanctions and Penalties.**

- (a) In accordance with the provisions of §1201.605 of the Standards Act, the Director may assess and enforce penalties and sanctions against a person who violates any applicable law, rule, regulation, or administrative order of the Department.
- (b) The determination of any penalties or other sanctions to be assessed shall be based on the consideration of statutory factors and whether the person against whom such penalties and/or sanctions are to be assessed has timely and in good faith taken the necessary steps to achieve, to the extent feasible, full compliance with all applicable state and federal laws, rules, and regulations and taken appropriate measures to prevent future violations.
- (c) When a licensee first receives written notification of a claim for warranty service, the licensee must respond promptly to the request. A failure to do so shall constitute a violation of this chapter. ~~Immediate corrective action is required if the matter involves an imminent safety hazard.~~
- (d) Immediate corrective action is required if the matter involves an imminent safety hazard.

**NOTE: Dept. agrees with TMHA's comment to move reference to "imminent safety hazard" to subsection (d) and re-letter subsections (d) to (f).**

- ~~(e)~~(d) If, after reasonable investigation, a licensee disputes whether warranty service is required and the licensee is unable to resolve the matter by agreement with the consumer, the licensee may request that the Department perform an inspection of the home. The running of the time to respond to the request for warranty service will be suspended from the time the request for inspection is received until the

Department performs the inspection and issues its findings. When the Department concludes its review it will work with the affected licensee(s) and consumer(s) to agree upon a reasonable time to address its findings. In the event the parties cannot agree on a reasonable time, the Director shall issue a revised order assigning a time for compliance. An agreed or ordered time to respond to a request for warranty service may be extended by the Director in response to a request setting forth good cause for the extension. Any such request must be made to the Director prior to the expiration of the allotted time for response. Requests may be made by U.S. First Class mail, by FAX, or by e-mail, or, if followed with written confirmation sent U.S. First Class mail, or by telephone.

**(f)(e)** Any and all penalties are IN ADDITION to full compliance with the Standards Act and Rules (*i.e.*, full, prompt corrective action, restitution, or whatever else the Standards Act and rules would have required in the first place). Failure to provide such compliance on a timely basis, as specified in the applicable order, will be deemed to be a violation of the order and serve as a basis for pursuing additional administrative action, including the assessing of additional penalties and the pursuit of suspension or revocation of licenses.

**(g)(f)** The Department offers, at no charge, alternative dispute resolution as an inexpensive and informal way of attempting to resolve any claim or dispute. Depending on the parties, this may involve informal meetings or non-binding mediation. Alternative dispute resolution is available upon request. In the event that a disputed matter cannot be resolved in this manner, the Department reserves the right to pursue all other lawful means of resolution including, but not limited to, pursuit of administrative remedies.

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

- (a) A complaint may be initiated by a consumer or by the Department. Unless the Department determines that it is appropriate to proceed in another manner a copy of the complaint will be provided to each person involved. The letter shall request a written response within ten (10) calendar days unless the Department determines that a longer or shorter period is warranted.
- (1) If the consumer has not previously notified the manufacturer, retailer or installer, the Department will forward the written notification to the manufacturer, retailer, or installer. This will constitute written notice of a request for warranty service.
  - (2) If the consumer has previously provided written notification to the manufacturer, retailer or installer of the need for warranty service or repairs, but believes such has not been completed in a satisfactory manner, the Department shall perform a home inspection, if required. If a home inspection is performed and violations are found, the Department will

assign responsibilities for repair, and notify the manufacturer, retailer, installer, and consumer of their responsibilities to complete such warranty or service repair in accordance with §1201.356(c) of the Standards Act.

- (b) The Department shall make a consumer complaint home inspection upon request.
  - (1) Consumer Request. The consumer may, at any time, request that the Department perform a consumer complaint home inspection. A written complaint regarding failure to provide warranty work is deemed to be a request for a consumer complaint inspection. No written complaint form is required if a possible imminent safety hazard exists.
  - (2) Industry Request. Manufacturer or retailer requests for a consumer complaint home inspection must be signed, shall identify the home by HUD label and serial number(s), and shall provide the necessary information for the Department to contact the consumer and determine the physical location of the home. The manufacturer or retailer may request a consumer complaint home inspection if the manufacturer or retailer:
    - (A) believes that the consumer's complaints are not covered by the respective written warranty, or implied warranties;
    - (B) believes that the warranty service was previously properly provided; or
    - (C) has a dispute as to the respective responsibilities pursuant to the warranties.
  - (3) The Department will perform the inspection within thirty (30) calendar days from the date an inspection is requested.
    - (A) The consumer, manufacturer, retailer, and installer, as applicable, shall be notified of the scheduled inspection.
    - (B) The person conducting the inspection shall inspect all matters (relating to the home and/or the installation of the home) set forth in the complaint and any other items raised at the inspection.
    - (C) The person conducting the inspection will issue a report of inspection, completed to reflect the findings of the inspection.
- (c) The retailer, installer, or manufacturer shall take immediate corrective action when notification is received from a consumer and the nature of the complaint indicates an imminent safety hazard or serious defect.



- (d) Except as provided in subsection (c) of this section, manufacturers, retailers, and installers shall perform their obligations in accordance with any assigned order for corrective action pursuant to §1201.356(c) of the Standards Act within a reasonable period of time. A reasonable period of time is deemed to be thirty (30) calendar days following receipt of the order from the Department unless there is good cause requiring more time.
- (e) When service or repairs are completed following any notice or orders from the Department pursuant to §1201.356(a) of the Standards Act, the manufacturer, retailer, and/or installer shall forward to the Department copies of service or work orders reflecting the date the work was completed, or other documentation to establish that the warranty service or repairs have been completed. A consumer is not required to sign the service or work order. These service or work orders must be received by the Department within five (5) calendar days after the expiration of the period of time specified in the warranty order issued by the Department. Corrective action taken is subject to re-inspection.
- (f) If service or repairs cannot be made within the specified time frame, the license holder shall notify the Department in writing prior to the expiration of the specified time frame by certified mail. The notice shall list those items which have been, or will be, completed within the time frame and shall show good cause why the remainder of the service or repairs cannot be made within the specified time frame. The license holder shall request an extension for a specific time. If the Department fails to respond in writing to the request within five (5) business days of the date of receipt of the notice of request for extension, the extension has been granted.
- (g) Once the Department receives the service or work orders confirming that all assigned items have been addressed and the Department has, to the extent deemed necessary or appropriate, inspected the work, a complaint will be closed.
- (h) A complaint may be reopened for good cause upon the approval of the Director or his or her designee(s).

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

***RULES REVISED FOR ADOPTION: 11/01/2007***

***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

**§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 by the Department in subchapter I of this chapter (relating to Forms) properly completed and executed.
- (b) Re-assigned warranty work required by the Director to be performed shall, unless extended for good cause or provided otherwise in the order, be performed within thirty (30) days or such other time as the director may by order specify:
  - (1) evidence that re-assigned warranty work was performed shall, unless extended for good cause, be supplied to the Department within ten (10) days of completion; and
  - (2) all warranty work or other work to be reimbursed from the Fund, once completed, is subject to being re-inspected.
- (c) An order re-assigning warranty work and designating the party responsible for the re-assigned warranty work as a "consumer" under §1201.358(d) of the Standards Act becomes final if not appealed within thirty (30) days.
- (d) Failure to provide a required estimate in connection with an order to perform re-assigned warranty work, once that order has become final, may serve as grounds for an administrative action against the licensee.
- (e) When a consumer has a covered claim against a licensee and the licensee has not satisfied the claim, the Department shall take appropriate steps to make sure that the claim is proper, meeting all requirements of laws and rules, and that all reasonable steps to satisfy the claim have been exhausted. If the damages arose as a result of a violation of the Texas Deceptive Trade Practice – Consumer Protection Act, the specific violation must be adequately documented. Acceptable documentation would include a court order finding that such a violation had occurred or the establishing of confirmed facts that would specifically constitute such a violation, along with proof that the court order could not be satisfied. The specific violation must relate directly to the manufactured home or the sale transaction regarding the manufactured home.

- (f) Once a payment is made from the Fund, the Department shall file a claim under the bond of or deduct the amount paid from other security provided by the party primarily responsible for the unsatisfied claim.

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

***RULES REVISED FOR ADOPTION: 11/01/2007***

***Originally Proposed Rules in 09/21/2007, Texas Register Issue***

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

- (a) Application Requirements. In order to be deemed complete, an application for a Statement of Ownership and Location must include, as applicable:
  - (1) A completed and fully executed Application for Statement of Ownership and Location on the Department's prescribed current form;
  - (2) The required fee;
  - (3) If the statement of ownership and location is to reflect the recordation of a lien, other than a tax lien, for which the Department does not have the owner's consent, copies of documentation establishing the creation and existence of each such lien, and an affidavit of fact explaining the circumstances of the lien;
  - (4) When one or more existing liens are to be released, assigned, or foreclosed, appropriate supporting documentation;
  - (5) When an application for Statement of Ownership and Location indicates a change in ownership but no change in lien, supporting documentation that clearly establishes that the lien holder consented to that change; and
  - (6) When a manufactured home is to be designated for use as a dwelling after the home has been designated for business use, salvage, or as real property, evidence of a satisfactory habitability inspection by the Department.
- (b) Right of Survivorship: If a right of survivorship election is made, then the Department will issue a new Statement of Ownership and Location to the surviving person(s) upon receipt of a copy of the death certificate of the deceased person(s), and a properly executed application for Statement of Ownership and Location, and the applicable fee.
- (c) Corrections to Statements of Ownership and Location.
  - (1) If a correction is required as a result of a Department error, it will be corrected at no charge.

- (2) If a correction is requested because of an error made by a party other than the Department, the correction will not be made until the Department receives the following:
  - (A) A complete corrected application for Statement of Ownership and Location,
  - (B) Any necessary supporting documentation, and
  - (C) The required fee, which can be reduced or waived by the director for good cause.
- (d) Upon issuance of a Statement of Ownership and Location, the Department will mail one certified copy to the owner and one certified copy to the lienholder. If additional certified copies are desired, an application for a certified copy must be submitted and accompanied by the additional fee.
- (e) Exchanging a Document of Title for a Statement of Ownership and Location: The Department will issue a Statement of Ownership, with no change in status, to replace a title at no charge upon receipt of the original title and the physical location of the home. If a manufactured home title showed that it was personal property, that will be presumed to be its status until and unless a revised Statement of Ownership and Location is applied for and issued. Likewise, if a manufactured home has had a certificate of attachment issued and had title cancelled to real property, that shall be presumed to be its status until and unless a revised Statement of Ownership and Location is applied for and issued.
- (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 to a new location;
    - (B) the current owner of the manufactured home wishes to convert it to personal property status; or
    - (C) 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) To convert a manufactured home from real property to personal property, the owner of the home must submit a completed Application for Statement of Ownership and Location to the Department with supporting documentation as follows:
  - (A) If the applicant is not the owner of record with the Department, satisfactory proof of ownership under a complete chain of title. Acceptable evidence would include, but not be limited to, authenticated copies of all intervening transfer documents, a court order confirming ownership, or title insurance policy in such owner's name issued by a title insurance company licensed to do business in Texas.
  - (B) Satisfactory evidence that any liens on the manufactured home have been discharged or that all lienholders have consented to the change.
  - (C) Evidence of either a satisfactory habitability inspection by the Department or an election to convert the status of the home to business use or salvage.
- (3) To update the ownership on a manufactured home already elected and perfected as real property, and remaining in the same location as real property, the new owner of the home must submit a completed Application for Statement of Ownership and Location to the Department with supporting documentation as follows:
  - (A) If the applicant is not the owner of record with the Department, satisfactory proof of ownership under a complete chain of title. Acceptable evidence would include, but not be limited to, authenticated copies of all intervening transfer documents, a court order confirming ownership, or title insurance policy in such owner's name issued by a title insurance company licensed to do business in Texas.
  - (B) Satisfactory evidence that any liens on the manufactured home have been discharged or that all lienholders have consented to the change.
- (4) When a home is being converted to real property, a copy stamped "filed" by the county must be submitted to the Department as evidence that the requirements of §1201.2055 of the Standards Act have been satisfied and the real property election has been perfected. This must be done within

sixty (60) days from the issuance date reflected on the Statement of Ownership and Location.

**§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
- (c) 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 the is Department and in compliance with these sections. The required form set forth in subchapter I of this chapter (relating to Forms).
- (b) A separate form must be filed for each licensed sales location.

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

- (a) Manually filed tax liens shall be filed with the Department using the form set forth 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) Electronically filed tax liens and tax lien releases shall be filed with the Department using the required format as provided in the following Tax Lien File Layout. No other format will be accepted for electronic filing of tax liens.

Texas Department of Housing and Community Affairs  
Tax Lien File Layout

<b>MUST be ASCII Fixed Record Layout (Text Format)</b>				
<b>516 bytes total per each record</b>				
<b>All text fields, addresses, names, etc should be left justified.</b>				
<b>ITEM</b>		<b>PICTURE</b>	<b>OFFSET</b>	<b>Additional Information for Accurate Filing</b>
<b>Home Identification</b>				
Label-No		Alpha 10	1-10	The label number must be exactly 10 characters - anything more or less will be invalid. Also, additional text ( <i>i.e.</i> , "Lab#" before the label or "A" or "A/B" after the number) will invalidate the field.  If there is no label number, LEAVE SPACES BLANK – DO NOT enter ZEROS, UNKNOWN, NONE or anything else in this field.
Serial-No		Alpha 26	11-36	Serial numbers must only include the number of the first section - and <b>not</b> be prefixed with anything else ( <i>i.e.</i> , SER#, #, S#, or using both section letters as A/B).  The chances of recording a lien with only a serial number are very slim. Having a label number is the best chance for a successful recording.  If there is no serial number, LEAVE SPACES BLANK – DO NOT enter ZEROS, UNKNOWN, NONE or anything else in this field.
FILLER (blank spaces)		Alpha 20	37-56	Model name is no longer required, so leave the 20-spaces originally allocated for this blank.
<b>Taxpayer Identification</b>				
Taxpayer-Name	Left Justified	Alpha 40	57-96	
Taxpayer-Name2	Left Justified	Alpha 40	97-136	
Taxpayer-Addr1	Left Justified	Alpha 30	137-166	
Taxpayer-Addr2	Left Justified	Alpha 30	167-196	
Taxpayer-City	Left Justified	Alpha 20	197-216	
Taxpayer-State	Left Justified	Alpha 2	217-218	
Taxpayer-Zipcode		Alpha 10	219-228	



ITEM		PICTURE	OFFSET	Additional Information for Accurate Filing
<b>Collector Identification</b>				
Collector-Tax-Entity-ID or Central Tax Collector Number		Alpha 10	229-238	The taxing entity id for Central Tax Collector number MUST be 10 characters and in the following format XXX-XXX-XX. If the State Comptroller's Office has not assigned a taxing entity ID to the taxing entity, enter 999-999-99 in this field.
Collector-Name	Left Justified	Alpha 40	239-278	Enter the name of the taxing jurisdiction.
Collector-Name2	Left Justified	Alpha 40	279-318	Enter the name of the collector.
Collector-Addr1	Left Justified	Alpha 30	319-348	
Collector-Addr2	Left Justified	Alpha 30	349-378	
Collector-City	Left Justified	Alpha 20	379-398	
Collector-State	Left Justified	Alpha 2	399-400	
Collector-Zipcode		Alpha 10	401-410	
<b>Lien Information</b>				
Tax-Roll-Account-No		Alpha 26	411-436	
FILLER (blank spaces)		Alpha 8	437-444	Lien date is the date the lien is received by TDHCA and will be inserted when recorded; so leave the 8-spaces originally allocated for this blank.
Tax-Year - YYYY		Alpha 4	445-448	
Tax Amount		Alpha 8	449-456	The tax amount is required and must be entered without a decimal point (Example: If tax amount is \$300.25, please entered as 00030025).
Release-Date – YYYYMMDD		Alpha 8	457-464	The date MUST be formatted as YYYYMMDD and have no slashes or spaces.
FILLER (blank spaces)		Alpha 49	465-513	
County Code		Alpha 3	514-516	A carriage return after entering the 3-digit County Code is needed after each record for proper formatting.

- (c) 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.
- (d) 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 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.

## **SUBCHAPTER I. FORMS**

### ***RULES REVISED FOR ADOPTION: 11/01/2007 Originally Proposed Rules in 09/21/2007, Texas Register Issue***

#### **§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 Installation 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) Application for Correction to Statement of Ownership and Location.
  - (21) Affidavit of Fact.
  - (22) Affidavit of Error.
  - (23) Affidavit of Fact for Right of Survivorship.
  - (24) Affidavit of Fact for Incomplete SOL Application.
  - (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 Lien for Tax Lien/Release Form.
  - (31) Notice of Tax Lien to Perfect a Lien (Other than Tax Lien) Form.
  - (32) Notification of filing status as a Central Tax Collector.
  - (33) Site Preparation Notice 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.

(b) Forms.

(1) Application for Texas Manufacturer's Application for License.

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)

<b>APPLICATION FOR MANUFACTURER'S LICENSE</b>			
<i>(Please type or print clearly.)</i>			
Check one: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other			
1. Legal Business Name:			
2. Have you ever been licensed by TDHCA?		<input type="checkbox"/> YES <input type="checkbox"/> NO    If yes, provide license number:	
3. Physical Location Address:		City, State, ZIP and County	
4. Phone:		Fax:	
5. Mailing Address:		City, State, ZIP and County	
6. Date applicant became owner, operator (or date incorporated):			
7. Provide list of all trade names and the names of all other business organizations subject to this chapter and the name and address of any such business organization registered with the secretary of state (additional may be listed on a separate sheet).			
Trade Name		Physical Address, City, State, and ZIP	
8. Provide complete information on ALL owners, principals, partners and/or corporate officers (additional may be listed on a separate sheet). <i>NOTE: Providing your social security number is optional, HOWEVER, the processing of your application may be delayed without it.</i>			
Legal Name and Title	Mailing Address, City, State and ZIP	Phone	SSN
9. Provide complete list of all persons (other than the principals listed above), who directly or indirectly participate in management or policy decisions for this applicant.			
Legal Name and Title	Mailing Address, City, State and ZIP	Phone	
10. Have you, or a corporate officer or partner, been convicted of any felony or misdemeanor offense, OTHER than a Class C misdemeanor for traffic violations, within the five years PRECEDING this application?		<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, complete the required Criminal Conviction Questionnaire ensuring that you provide accurate and thorough details sufficient to persuade the Department that you conviction does not pose a threat to the consumer or the industry. <b>A DPS criminal check will be performed.</b>	
11. Plant Certification Date:			

<b>12. Production Inspection Primary Inspection Agency Label Prefix:</b>		
<b>13. Design Approval Primary Inspection Agency:</b>		
<b>14. Provide physical address, city, state and ZIP, where records will be kept (this can be the principal location or an alternate in-state location):</b>		
<b>15. Will you have a manufacturing plant or service facility in Texas? [ ] YES [ ] NO</b>		
<p>If NO, to assure the availability of prompt and satisfactory warranty service, a manufacturer which does not have a licensed manufacturing plant or other facility in Texas from which warranty service and repairs can be provided and made, shall be bonded or post other security in an additional amount of \$100,000.</p> <p>Or, to be exempt from the additional security, you must have a bona fide service facility in Texas, pursuant to Section 80.40(d) of the Administrative Rules.</p> <p><b>Name of Facility:</b>  <b>Address:</b>  <b>City/State/ZIP:</b>  <b>Phone:</b></p>		
<b>Certification</b>		
<p>License is subject to revocation, if the Department is <b>NOT</b> notified in writing of any changes in the information given on this application or if there is a violation of the law.</p> <p>With knowledge of penalties for false statements, I certify that to the best of my knowledge all information submitted on this application and on all attached documents is true and correct.</p>		
_____ <i>(Signature of Applicant or President, if incorporated)</i>	_____ <i>(Date)</i>	_____ <i>(Signature of Secretary, if incorporated)</i> _____ <i>(Date)</i>
<b>Department Use Only</b>		
<b>Education:</b>  <input type="checkbox"/> 20 hours of Department Education in Austin, Texas	<b>Fees:</b> <input type="checkbox"/> \$250.00 Education Fee <input type="checkbox"/> \$550.00 Retailer Licensing Fee <input type="checkbox"/> \$900.00 Retailer/Broker Licensing Fee <input type="checkbox"/> \$900.00 Ret./Installer Licensing Fee <input type="checkbox"/> \$1300.00 Ret./Brok./Inst. Licensing Fee	<b>Additional Requirements:</b> <input type="checkbox"/> \$50,000 BOND/CD <input type="checkbox"/> Public Liability Insurance <input type="checkbox"/> *Motor Vehicle Liability Insurance <input type="checkbox"/> *Cargo Insurance (*if transporting homes) <input type="checkbox"/> Retailer's Physical Damage

(2) Application for Retailer, Broker, Installer and/or Rebuilder's Application  
~~for~~ License.

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 LICENSE**

**(FOR A RETAILER, BROKER, INSTALLER AND/OR REBUILDER)**

*(Please type or print clearly.)*

Check one:  Corporation  Partnership  Sole Proprietorship  Other

1. Legal Business Name:

2. Have you ever been licensed by TDHCA?  YES  NO If yes, provide license number:

3. Physical Location Address: City, State, ZIP and County

4. Phone: Fax:

5. Mailing Address: City, State, ZIP and County

6. Date applicant became owner, operator (or date incorporated):

7. Provide list of all trade names and the names of all other business organizations subject to this chapter and the name and address of any such business organization registered with the secretary of state (additional may be listed on a separate sheet).

Trade Name	Physical Address, City, State, and ZIP

8. Provide complete information on ALL owners, principals, partners and/or corporate officers (additional may be listed on a separate sheet).

*NOTE: Providing your social security number is optional, HOWEVER, the processing of your application may be delayed without it.*

Legal Name and Title	Mailing Address, City, State and ZIP	Phone	SSN

9. Provide complete list of all persons (other than the principals listed above), who directly or indirectly participate in management or policy decisions for this applicant.

Legal Name and Title	Mailing Address, City, State and ZIP	Phone

10. Have you, or a corporate officer or partner, been convicted of any felony or misdemeanor offense, OTHER than a Class C misdemeanor for traffic violations, within the five years PRECEDING this application?

YES  NO If YES, complete the required Criminal Conviction Questionnaire ensuring that you provide accurate and thorough details sufficient to persuade the Department that you conviction does not pose a threat to the consumer or the industry.  
**A DPS criminal check will be performed.**

11. Indicate which type of license you are applying for:

R= Retailer  RB= Retailer/Broker  RI=Retailer/Installer  RBI=Retailer/Broker/Installer  
 B= Broker  I= Installer  RB=Rebuilder



<b>11. Indicate which type of license you are applying for:</b>		
<input type="checkbox"/> <b>R</b> = Retailer <input type="checkbox"/> <b>RB</b> = Retailer/Broker <input type="checkbox"/> <b>RI</b> =Retailer/Installer <input type="checkbox"/> <b>RBI</b> =Retailer/Broker/Installer <input type="checkbox"/> <b>B</b> = Broker <input type="checkbox"/> <b>I</b> = Installer <input type="checkbox"/> <b>RB</b> =Rebuilder		
<b>12. As applicable, indicate what function(s) you will be performing:</b>		<input type="checkbox"/> <b>Transporting</b> <input type="checkbox"/> <b>Installation</b>
<b>13. Are you in arrears on any taxes owed to the State of Texas?</b>		<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>Are you in arrears on a guaranteed student loan?</b>		<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
If you answered YES to either question, provide proof that you are in good standing with them or that you have made payment arrangements.		
<b>Provide physical address, city, state and ZIP, where records will be kept (this can be the principal location or an alternate in-state location):</b>		
<b>Certification</b>		
License is subject to revocation, if the Department is <b><u>NOT</u></b> notified in writing of any changes in the information given on this application or if there is a violation of the law.		
With knowledge of penalties for false statements, I certify that to the best of my knowledge all information submitted on this application and on all attached documents is true and correct.		
_____	_____	_____
<i>(Signature of Applicant or President, if incorporated)</i>	<i>(Date)</i>	<i>(Signature of Secretary, if incorporated)</i>
		<i>(Date)</i>
<b>Department Use Only</b>		
<b>Education:</b>	<b>Fees:</b>	<b>Additional Requirements:</b>
<input type="checkbox"/> 20 hours of Department Education in Austin, Texas	<input type="checkbox"/> \$250.00 Education Fee <input type="checkbox"/> \$550.00 Retailer Licensing Fee <input type="checkbox"/> \$350.00 Broker Licensing Fee <input type="checkbox"/> \$350.00 Installer Licensing Fee <input type="checkbox"/> \$900.00 Retailer/Broker Licensing Fee <input type="checkbox"/> \$900.00 Ret./Installer Licensing Fee <input type="checkbox"/> \$1250.00 Ret./Brok./Inst. Licensing Fee	<input type="checkbox"/> \$50,000 BOND/CD <input type="checkbox"/> Public Liability Insurance <input type="checkbox"/> *Motor Vehicle Liability Insurance <input type="checkbox"/> *Cargo Insurance (*if transporting homes)  <input type="checkbox"/> Retailer's Physical Damage

- (3) Application for Retailer with Branch Locations ~~Application for~~ License.

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)

**RETAILER WITH BRANCH LOCATIONS APPLICATION FOR LICENSE**  
*(Please type or print clearly.)*

Check one:             Corporation             Partnership             Sole Proprietorship             Other

1. Business Name: \_\_\_\_\_  
 DBA Name: \_\_\_\_\_

2. Business Owner's Name: \_\_\_\_\_

3. Have you ever been licensed by TDHCA? YES / NO    If so, please provide license number: \_\_\_\_\_

4. Location Address:	City	State	Zip	County	Phone/Fax
5. Mailing Address:					

6. Date applicant became owner, operator (or date incorporated): \_\_\_\_\_

7. Provide complete information on ALL corporate officers or partners.  
*NOTE: Providing your social security number is optional, HOWEVER, the processing of your application may be delayed without it.*

Name and Title	Home Mailing Address	Home Phone	Date of Birth	SSN

8. Have you, or a corporate officer or partner, been convicted of any felony or misdemeanor offense, other than a  
 Class C misdemeanor for traffic violations, within the five years PRECEDING this application?  
 YES    NO    If YES, complete the enclosed Criminal Conviction Questionnaire.

9. Indicate which type of license you are applying for:  
 Register a primary location with branch locations specified on an attached sheet (attach bond for each location)  
 Register an additional branch location to an existing Retailers Branch

10. What function(s) will you be performing:             Transporting             Installation

11. Name of related person who attended licensing education class: \_\_\_\_\_

Are you in arrears on any taxes owed to the State of Texas?    YES    NO  
 Are you in arrears on a guaranteed student loan?                     YES    NO

**Certification**

License is subject to revocation, if the Department is **NOT** notified in writing of any changes in the information given on this application or if there is a violation of the law.

With knowledge of penalties for false statements, I certify that to the best of my knowledge all information submitted on this application and on all attached documents is true and correct.

\_\_\_\_\_  
 (Signature of Applicant or President, if incorporated)                    (Date)                    \_\_\_\_\_  
 (Signature of Secretary, if incorporated)                    (Date)

**Department Use Only**

<b>Education:</b>  <input type="checkbox"/> 20 hours of Department Education in Austin, Texas	<b>Fees:</b>  <input type="checkbox"/> \$250.00 Education Fee <input type="checkbox"/> \$550.00 Retailer Licensing Fee <input type="checkbox"/> \$900.00 Retailer/Broker Licensing Fee <input type="checkbox"/> \$900.00 Ret./Installer Licensing Fee <input type="checkbox"/> \$1300.00 Ret./Brok/Inst. Licensing Fee	<b>Additional Requirements:</b>  <input type="checkbox"/> \$50,000 BOND/CD <input type="checkbox"/> Public Liability Insurance <input type="checkbox"/> *Motor Vehicle Liability Insurance <input type="checkbox"/> *Cargo Insurance (*if transporting homes) <input type="checkbox"/> Retailer's Physical Damage
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- (4) Application for Salesperson's ~~Application for~~ License.

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)

<b>APPLICATION FOR SALESPERSON'S LICENSE</b> <i>(Please type or print clearly.)</i>		
<b>1. Name of Salesperson:</b>	<b>2. Date of Birth:</b>	/ /
<b>3. Home Address:</b>	<b>4. Social Security #:</b>	- -
City: _____ State: _____	Zip: _____	
<b>5. Telephone:</b> Home ( )	<b>Telephone:</b> Work ( )	<b>Fax:</b> ( )
<b>6. Sponsoring Retailer:</b>	<b>Sponsoring Retailer's Lic. #:</b>	
<b>7. Business Address:</b>		
City: _____	State: _____	Zip: _____
<b>8. List dates, employer and address for each job or position at which you have worked for the past three years. All gaps in employment must be explained.</b>		
(Dates)	(Employer)	(Address)
(Dates)	(Employer)	(Address)
(Dates)	(Employer)	(Address)
<b>9. Have you ever been licensed by TDHCA? YES / NO If so, please provide license number:</b>		
<b>10. Have you been convicted of any felony or misdemeanor offense, other than a Class C misdemeanor for a traffic violation, within the five years PRECEDING this application?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES, complete the enclosed Criminal Conviction Questionnaire.</i>		
Are you in arrears on any taxes owed to the State of Texas? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Are you in arrears on a guaranteed student loan? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Certification</b>		
License is subject to revocation, if the Department is <b>NOT</b> notified in writing of any changes in the information given on this application or if there is a violation of the law. License will be suspended if the continuing education requirements of §1201.113 are not completed within 90 days from the date the license is issued.		
With knowledge of penalties for false statements, I certify that to the best of my knowledge all information submitted on this application and on all attached documents is true and correct.		
_____ <i>(Signature of Applicant)</i>	_____ <i>(Date)</i>	_____ <i>(Signature of Sponsoring Retailer)</i>
<b>Payment</b>		
Attach the required license fee of \$200.00 (two hundred dollars) to this application. Payment may be made by company or business firm check, money order or cashier's check. Please make payable to: <b>Texas Department of Housing and Community Affairs</b> . Mail to the address listed at the top of this form.		
<b>Department Use Only</b>		
F e e s	<input type="checkbox"/> \$200.00 License Fee  Date Received: _____	/ /

(5) Licensing Surety Bond.

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

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

Internet Address: www.tdhca.state.tx.us/mh/index.htm

Continuous Manufactured Housing Licensing Surety Bond

The State of \_\_\_\_\_ TDHCA license # (if known): \_\_\_\_\_

County of \_\_\_\_\_

I (we) \_\_\_\_\_,
(Name of Owner, Partner, or Corporate Officer)

to be licensed as a manufactured housing \_\_\_\_\_,
(Manufacturer, Retailer, Broker, Installer, Or Rebuilder)

doing business as \_\_\_\_\_ / \_\_\_\_\_,
(Assumed or Corporate Name) (Trade Name of Location)

at \_\_\_\_\_ / \_\_\_\_\_,
(Physical Street Address, City, State, Zip) (Mailing Address if Different)

( ) \_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_,
(Telephone) (Surety)

as SURETY, duly authorized and qualified to do business as a surety company in this state, are firmly bound unto the special account referred to in the Texas Manufactured Housing Standards Act (the "Act"), Subchapter I, as the Manufactured Homeowners' Recovery Fund, in the sum of \$\_\_\_\_\_, payable at Austin, Travis County, Texas for use by the Texas Department of Housing and Community Affairs to satisfy claims resulting from any cause of action directly related to the construction, re-building, sale, lease-purchase, exchange, brokerage, or installation of a manufactured home for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the PRINCIPAL shall faithfully discharge all obligations, duties, and responsibilities under the Act as that statute is presently worded and as it may hereafter be amended to read, and all applicable rules and regulations of the Executive Director of the Texas Department of Housing and Community Affairs adopted to carry out the provisions of said Act, subject, however, to the following terms and conditions:

- 1) It is agreed that as of \_\_\_\_\_, 20\_\_\_\_, this bond shall be in full force and effect and remain in effect until canceled by the surety.
2) This bond is valid when received by the Texas Department of Housing and Community Affairs' Austin office.
3) The bonding company must provide written notification to the Department at least sixty (60) days prior to the cancellation of this bond.
4) This bond shall be open to successive claims up to the face value of the bond. The surety shall not be liable for successive claims in excess of the \_\_\_\_\_ bond amount, regardless of the number of years the bond remains in force.

IN WITNESS WHEREOF said PRINCIPAL and SURETY have executed this bond this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Surety By: \_\_\_\_\_
(Signature)

\_\_\_\_\_,
(Printed Name)

Title: \_\_\_\_\_

Surety Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street / P.O. Box City Zip

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

Signature of Owner, Partner, or Corporate Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Bond Number: \_\_\_\_\_
(For Surety Company's Use)

NOTE: The physical street address listed on this surety bond form must match the physical street address listed on the application.

- (6) Licensing Security Deposit Account Control Agreement.



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)

**LICENSING SECURITY AGREEMENT  
(THIS "AGREEMENT")**

FINANCIAL INSTITUTION			DEPOSITOR		
_____			_____		
<i>Name</i>			<i>Name</i>		
_____			_____		
<i>Address</i>			<i>Address</i>		
_____			_____		
<i>City</i>	<i>State</i>	<i>ZIP</i>	<i>City</i>	<i>State</i>	<i>ZIP</i>
_____	_____	_____	_____	_____	_____
<b>ACCOUNT</b>					
Account number: _____					
Type of account: _____					
Account balance: U. S. \$ _____					
Required minimum balance: U. S. \$ _____					

This Agreement is a deposit account control agreement, and it is made an entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the above-named **Financial Institution** and the above-named **Depositor**. The Financial Institution and the Depositor do hereby certify, acknowledge, and agree as follows:

1. **General Nature of this Agreement:** This Agreement is entered into for the sole express purpose of using the above-described **Account** for the purpose of providing the required security, as specified in TEX. OCC. CODE, §1201.106, to enable the Depositor to meet the qualifications to apply for, receive, and hold a license under the Texas Manufactured Housing Standards Act, TEX. OCC. CODE, Chap. 1201 (the "Act"). This Agreement is a security agreement as that term is defined in Tex. Bus. & C., Chap. 9 under which the Depositor grants to the Texas Department of Housing and Community Affairs, Manufactured Housing Division, acting by and through its executive director (the "Division") the security interest in the Account described in Section 5, below. This Agreement is also a control agreement under which the Division is given "control" of the Account as "control" is defined in Tex. Bus. & C., Chap. 9.

2. **The Account.** The Financial Institution and the Depositor agree and certify that as of the date hereof:

- a) the Account is maintained by the Depositor with the Financial Institution;
- b) the Account is a deposit account as defined by Tex. Bus. & C., §9.102;
- c) the Account is open and in good standing;
- d) the Depositor is the sole depositor and sole owner of the Account;
- e) the balance of the Account is as set forth above;
- f) the Account has no stated maturity date;
- g) no person or entity other than the Division has control of the Account;

- h) except as provided for herein, the Account is not subject to any pledge, security interest, lien, charge, encumbrance, hypothecation, right of recoupment, right of set-off, or any other interest;
- i) no funds in the Account are proceeds in which any person or entity other than the Division has a security interest or lien of any kind;
- j) no fund will be deposited into the Account that constitute proceeds in which any person or entity other than the Division has a security interest or other lien;
- k) the Financial Institution is a bank as defined by Tex. Bus. & C., §9.102; and
- l) the Financial Institution has the State of Texas as its jurisdiction for purposes of Tex. Bus. & C., §9.304.

3) **Withdrawals by the Division:** The Division may, at any time, make withdrawals from the Account in order to reimburse the Texas Manufactured Homeowners' Recovery Trust Fund for amounts paid by that fund in accordance with the Act on account of an act or omission of the Depositor. Payment will be made to the Division upon the written demand of the Division, acting by and through its Executive Director at any time without notice to the Depositor and notwithstanding any instructions to the contrary by the Depositor or any other person or entity. The Division may make partial withdrawals from the Account, regardless of whether the balance of the Account is below, at, or above the required minimum balance specified above. Withdrawals need not be in any specified minimum amount or increment.

The Depositor and the Financial Institution agree that the Financial Institution will comply with all instructions originated by the Division directing the disposition of funds from the Account without further consent by the Depositor or any other person or entity. Without limiting the generality of the foregoing, the Division may direct the Financial Institution to stop payment on instruments drawn on the Account and direct the transfer of funds from the Account even if such withdrawal will cause subsequently issued or presented items to be dishonored for lack of funds. In the event of any conflict between instructions from the Division with instructions from anyone else, the Division's instructions will be controlling.

**The Depositor, the Division and the Financial Institution acknowledge and agree that the Division has "control" of the Account (as such term is used in Tex. Bus. & C. Chapter 9), and that the Division's security interest in the Account is perfected by reason of such control.**

4) **Maintenance of required balance:** The Depositor is required to maintain the balance of the Account at or above the above-described minimum balance, and the Depositor agrees and undertakes to do so. If the Depositor fails to do so, the Division may withdraw the entire remaining balance of the Account.

5) **Security Interest:** The Depositor hereby grants the Division a security interest in the Account, together with all funds hereafter deposited to and all interest earned on or credited to the Account) to secure the obligations of the Depositor under the Act and to secure the right of the Division to withdraws funds from the Account and apply such funds to the reimbursement of the Texas Manufactured Homeowners' Recovery Trust Fund as provided for herein. The Financial Institution hereby acknowledges and consents to the creation of such Security Interest.

6) **Subordination:** The Financial Institution hereby subordinates any security interest, lien or other interest it may now or hereafter acquire in the Account to the rights of the Division under this Agreement. The Depositor acknowledges and consents to this subordination. This subordination shall remain in effect so long as this Agreement remains in effect.

7) **No other security agreements:** The Depositor has not granted and will not grant any other person or entity a security interest in, lien upon, or other interest in the Account. The Financial Institution will not enter into any agreement accepting or agreeing to the granting by Depositor to any other person or entity of a security interest in, lien upon, or other interest in the Account.

8) **Maintaining the Account:** The Financial Institution and the Depositor agree that the Depositor shall not be allowed to close the Account. The Depositor will not make any withdrawal from or write any check or other order on the Account. The Financial Institution will not permit any withdrawal from the Account by any person or entity other than the Division or honor any check or other order on the Account by a person or entity other than the Division.

9) **Statements:** The Financial Institution shall the Division a copy of each statement on the Account that it sends to the Depositor.

10) **Miscellaneous:**

a) Captions are for convenience only and are not to be considered in construing this Agreement.

b) This Agreement is binding on the Depositor and the Financial Institution and their respective representatives, heirs, successors, and assigns.

c) This Agreement is made and entered into in the State of Texas and is subject to the laws of the State of Texas, except as federal law may otherwise apply.

d) Venue for any proceedings in any way relating to his Agreement lies exclusively in the District Court for and in Travis County, Texas.

e) If any provision hereof is found to be illegal, invalid, or unenforceable, such illegal, invalid or unenforceable portion shall be reformed to be legal, valid, and enforceable and to effectuate to the fullest extent possible the purposes expressed herein.

f) This Agreement may not be modified or have any provision hereof waived in anyway without the express, prior, written consent of the Division which may be withheld without need of any reason.

g) This Agreement has been entered onto the official books and records of the Financial Institution.

11) **Authority:** Each party to this Agreement represents and warrants to the other parties to this Agreement that:

a) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate and other action;

b) The execution, delivery, and performance of this Agreement will not violate any legal requirement or agreement to which are subject; and

c) Any individual executing this Agreement on behalf of any business entity has been duly elected or appointed, is currently serving, and possesses all required power and

authority to execute, deliver, and cause this Agreement to be performed by the business entity on behalf of which he or she is executing this Agreement.

**IN WITNESS WHEREOF**, the Financial Institution and the Depositor, each intending to be legally bound, have executed this Agreement effective as of the date first specified above.

\_\_\_\_\_  
**Financial Institution**

\_\_\_\_\_  
**Depositor (if Depositor is an individual)**

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**Depositor (if Depositor is a business entity)**

By: \_\_\_\_\_  
**Signature**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Texas Department of Housing and Community Affairs, Manufactured Housing Division executes this Agreement solely for the limited purposes of agreements to such provisions as are necessary to make this Agreement binding and effective as a security agreement and control agreement.**

**Texas Department of Housing and Community Affairs,  
Manufactured Housing Division**

By: \_\_\_\_\_

(7) Manufacturer's Certificate of Origin ([MCO](#)).

## MANUFACTURER'S CERTIFICATE OF ORIGIN TO A MANUFACTURED HOME

THE UNDERSIGNED MANUFACTURER HEREBY CERTIFIES THAT THE NEW MANUFACTURED HOME DESCRIBED HEREIN, THE PROPERTY OF SAID MANUFACTURER, HAS BEEN TRANSFERRED ON THE DATE SET FORTH HEREIN, SUBJECT TO THE TERMS AND CONDITIONS OF THE INVOICE OR OTHER APPLICABLE AGREEMENT TO:

NAME OF RETAILER		REG. NO.	ADDRESS OF RETAILER		CITY	STATE	ZIP
TRANSFER DATE	MODEL DESIGNATION		DATE OF MANUFACTURE	NUMBER OF SECTIONS		TOTAL SQUARE FEET	
LABEL/DECAL NUMBER			SERIAL NUMBER		WEIGHT	SIZE	EXCLUDING HITCH
LABEL/DECAL NUMBER			SERIAL NUMBER		WEIGHT	SIZE	EXCLUDING HITCH
LABEL/DECAL NUMBER			SERIAL NUMBER		WEIGHT	SIZE	EXCLUDING HITCH
LABEL/DECAL NUMBER			SERIAL NUMBER		WEIGHT	SIZE	EXCLUDING HITCH
<b>FIRST ASSIGNMENT (FOR RETAILERS ONLY)</b>				<b>DATE</b>		<b>CONSTRUCTED FOR:</b>	
<b>TO:</b>						ENERGY ZONE _____	
NAME OF RETAILER		REGISTRATION NO.				WIND ZONE _____	
ADDRESS						ROOF LOAD ZONE _____	
CITY		STATE	ZIP		THE MANUFACTURER WARRANTS THAT A GOOD AND MARKETABLE TITLE IS BEING TRANSFERRED AND THAT NO OTHER VALID MANUFACTURER'S CERTIFICATE OF ORIGIN IS ISSUED AND OUTSTANDING ON THE MANUFACTURED HOME DESCRIBED HEREIN.		
TYPE NAME AND TITLE OF PERSON AUTHORIZED TO SIGN FOR TRANSFERENCE TO RETAILER						MANUFACTURER OF HOME	
AUTHORIZED SIGNATURE						REGISTRATION NO.	
ADDRESS OF MANUFACTURER							
<b>SECOND ASSIGNMENT (FOR RETAILERS ONLY)</b>				<b>DATE</b>			
<b>TO:</b>						CITY	
NAME OF RETAILER		REGISTRATION NO.				STATE	ZIP
ADDRESS							
CITY		STATE	ZIP		AUTHORIZED SIGNATURE/TITLE		
TYPE NAME AND TITLE OF PERSON AUTHORIZED TO SIGN FOR TRANSFERENCE TO RETAILER							
AUTHORIZED SIGNATURE						INVOICE # _____	
<b>NOTE: AT FIRST RETAIL SALE THIS CEASES TO EVIDENCE OWNERSHIP OF THE HOME.</b>							

(8) Consumer Disclosure Statement.

Texas Department of Housing and Community Affairs  
MANUFACTURED HOUSING DIVISION  
P. O. BOX 12489 Austin, Texas 78711-2489  
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Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

## **MAKING AN INFORMED DECISION ABOUT BUYING A MANUFACTURED HOME**

**\*Esta forma está disponible en Español a petición del vendedor  
o al llamar al 1-800-500-7074\***

**IF YOU HAVE QUESTIONS CALL 1-800-500-7074**

**[WWW.TDHCA.STATE.TX.US/MH](http://WWW.TDHCA.STATE.TX.US/MH)**

Ownership of ANY home brings many responsibilities. Buying a manufactured home involves many important and unique considerations. This disclosure is to assist you in recognizing and understanding many of those factors. Please read it carefully.

**CHOOSING A MANUFACTURED HOME AS YOUR HOME:** Manufactured homes come in a variety of sizes, styles, design features, amenities, and price ranges. All manufactured homes are built to federal standards established by the federal Department of Housing and Urban Development (HUD). Also, the federal government and the state of Texas requires manufacturers, retailers and installers to give certain warranties on manufactured homes. The type of warranties you receive will depend on whether you are purchasing a new or used manufactured home. You have the right to see the manufacturer's warranty and the retailer's warranty before entering into a binding agreement to purchase a manufactured home.

\_\_\_\_\_  
*initials*

**CHOOSING A MANUFACTURED HOME RETAILER DEALER:** The State of Texas licenses and oversees manufacturers, retailers, brokers, salespersons, rebuilders, and installers of manufactured homes. The agency responsible for this licensing and oversight is the Texas Department of Housing and Community Affairs, Manufactured Housing Division (the "Department"). Your properly licensed manufactured home dealer should display, or be willing to show you, its license in its sales office. **Dealing with licensed parties can provide important consumer protections.**

\_\_\_\_\_  
*initials*



**DEPOSITS:** You may be required by a manufactured home retailer dealer to place a deposit on a home, regardless of whether the home is on the retailer's dealer's sales lot, is being sold at another location, or will be ordered from a factory. The amount of the deposit is determined between you and your dealer. The deposit becomes a down payment upon execution of a binding written purchase agreement. You have the right to demand a refund of the deposit or down payment, and receive that refund within 15 days thereafter, if you timely and properly rescind the purchase agreement.

\_\_\_\_\_  
*initials*

**FINANCING OPTIONS:** A manufactured home in Texas has tremendous flexibility when it comes to financing because it can be financed as personal property (typically a consumer loan secured by the home only) or, if you own the land the home is on (or have a qualifying long term lease on the land) as real property (typically a mortgage loan secured by the home and the land). You should talk to possible lenders about the terms they can offer. If you think one lender is offering too high a rate, talk to another lender.

Consumer lenders must generally be registered with the Office of the Consumer Credit Commissioner. Mortgage loans are usually originated by mortgage brokers (licensed with the Savings and Mortgage Lending Department), mortgage bankers (registered with the Savings and Mortgage Lending Department), or financial institutions (regulated by state and/or federal regulators, depending on the type of financial institution).

**WHEN YOU MAKE A DECISION ABOUT BUYING A  
MANUFACTURED HOME, PLAN FOR FLEXIBILITY AND CHANGE.**

YOUR LOAN WILL BE A **MAJOR** FACTOR IN DETERMINING YOUR PAYMENTS, BUT THERE ARE OTHER IMPORTANT FACTORS YOU SHOULD ALSO THINK ABOUT, SUCH AS:

- Adjustable rate loans – If rates go up, your loan payments will go up.
- Property taxes – Changes in property valuation and changes in tax rate can result in changes in your payments.
- Insurance – If premiums increase, your payments will go up.
- Lot rent – If you are renting the lot your home is on, your rent may be subject to increase.

\_\_\_\_\_  
*initials*

**LOCAL RESTRICTIONS AND REQUIREMENTS (ZONING):** Depending on where a home is to be located it may be subject to special local requirements, including zoning and deed restrictions. These local requirements may affect where the home can be placed and may also

involve other related requirements (and expenses) such as size requirements, construction requirements, Contact the local municipality, county, and subdivision manager to find out what, if any, requirements of this sort may apply to any site where you are going to place a manufactured home.

\_\_\_\_\_  
*initials*

**SITE PREPARATION:** A consumer is responsible for proper preparation of the site. If you do not think you can prepare your site properly, consider hiring someone else with the right experience and equipment to do it for you. Proper site preparation includes a site for placement of the home that has good drainage so that water will not collect or run under or around the home; and firm compacted soil with no stumps, debris, or other matter. The site that is selected and prepared also needs to meet any setback or other placement requirements and have access to any required water, septic system, and utilities.

**PROPER SITE PREPARATION IS ESSENTIAL!**

\_\_\_\_\_  
*initials*

**INSTALLATION:** If you are purchasing a NEW manufactured home. Installation must be included. If you are purchasing a USED manufactured home, installation may or may not be included. If installation is not included and you arrange for it yourself, remember, ONLY A LICENSED INSTALLER may install a manufactured home. The installer who actually installs the home must also provide a warranty.

**PROPER INSTALLATION BY A LICENSED INSTALLER IS  
REQUIRED BY LAW IN ORDER FOR A HOME TO BE OCCUPIED.**

If you are buying a home that has already been installed, you should ask the selling retailer if they will check the leveling, check for the presence (if required) and condition of any vapor retarder, check anything else regarding the foundation/stabilization system, or provide any other installation-related services.

If you acquire a used manufactured home that is already installed in a Wind Zone II county but the home is a Wind Zone I home, which means that home was not designed or constructed to withstand a hurricane force wind occurring in a Wind Zone II or III area, the home cannot be installed in a Wind Zone II area unless it was constructed before September 1, 1997.

\_\_\_\_\_  
*initials*

**UPKEEP AND MAINTENANCE:** ANY home requires regular upkeep and maintenance – things like periodic checking of and repairs to the roof, keeping vents and filters clear, maintaining septic

systems and wells in safe and sanitary working order, caulking to prevent leaks, and periodic painting. Also, depending on the foundation system you choose, a manufactured home may require periodic checking to be sure that it is still level and that the anchors and straps are secure.

\_\_\_\_\_  
*initials*

**FOUNDATION MAINTENANCE:** You must accept all responsibility for maintenance of the site upon closing. These responsibilities include: maintaining good drainage around the home, preventing soil erosion, periodic inspections of foundation supports and anchorage, and any leveling or adjustment that may be required unless contractually agreed otherwise. Homes located in areas that have soils with high clay content that expands and contracts must maintain consistent moisture levels. This may include watering around the foundation during dry summer months and managing the size and proximity of the vegetation near the foundation.

\_\_\_\_\_  
*initials*

**LOT RENT:** If you rent the lot your home is on, in addition to the possibility of rent increases, it is possible that the property owner could decide to change the use of the land and not renew your lease. Although you would be given advance notice, this would mean that you would have to move your home and have it installed somewhere else.

\_\_\_\_\_  
*initials*

**WATER AND UTILITIES:** Be sure that your lot has access to water. If you must drill a well, consider contacting several drillers for bids. If water is available through a municipality, utility district, water district, or cooperative, you should inquire about the rates you will have to pay and the costs necessary to join the water system. Be sure that any utilities you will need are available at your site and, if they are not, find out what will be involved in getting them delivered and connected.

\_\_\_\_\_  
*initials*

**SEWER CONNECTIONS OR SEPTIC SYSTEMS:** If your lot is not serviced by a municipal sewer system or utility district, you will have to install an on-site sewer facility (commonly known as a septic system). There are a number of concerns or restrictions that will determine if your lot is adequate to support a septic system. Check with the local county or a licensed private installer to determine the requirements that apply to your lot and the cost to install such a system.

\_\_\_\_\_  
*initials*

**HOMEOWNERS ASSOCIATIONS AND FEES:** Many subdivisions have mandatory assessments and fees that lot owners must pay. Check with the manager of the subdivision in which your lot is located to determine if any fees apply to your lot.

\_\_\_\_\_  
*initials*

**PROPERTY TAXES:** Manufactured homes are appraised and subject to property taxes. Depending on the type of loan you have, your lender may escrow for these taxes, and this will increase your monthly payments. Whether you select personal property or real property status for your home may impact any homestead exemption that you may obtain to reduce your tax liability. Talk with the county tax office if you have any questions. Failing to pay your taxes or make arrangements with the tax assessor-collector may place you at risk of having tax liens recorded on your home and, possibly, having the home foreclosed for non-payment of taxes. If you do not have a lender that escrows for the taxes, the tax assessor-collector will work out an escrow arrangement with you if requested.

\_\_\_\_\_  
*initials*

**INSURANCE:** Your lender will almost certainly require you to obtain insurance. You should request quotes from the agent of your choice to obtain the insurance. Even if you do not have a lender, it is a good idea to obtain insurance to protect your home and yourself.

\_\_\_\_\_  
*initials*

**THE TEXAS MANUFACTURED HOMEOWNERS' RECOVERY TRUST FUND (the "FUND"):** The Fund is established by law to protect consumers who incur certain actual damages arising from specified violations of law involving acts or omissions of licensees. To learn more about the Fund you can check the Department's website at: [www.tdhca.state.tx.us/mh](http://www.tdhca.state.tx.us/mh) or call the Department for a printed description of the Fund and how it works. Claims on the Fund must be verified and must be made within two years from the date of the act or omission or when it was discovered or reasonably should have been discovered.

\_\_\_\_\_  
*initials*

**RIGHT OF RESCISSION:** Once you enter into a contract with a selling retailer to acquire a manufactured home, you have a right to rescind the contract. **You may, not later than the third day after the applicable contract is signed, rescind the**

~~contract without penalty or charge. That right expires, unless you modify or waive it, at midnight on the third calendar day after the day the contract is executed.~~ The right to rescind may be modified or waived only if you have a *bona fide* emergency. The Department has rules about the detailed requirements for waivers and modifications. ~~To give notice of a rescission you may send it to the retailer, prior to the deadline, by U.S. mail, in which case it will be deemed given when postmarked, or by other means, such as hand delivery, courier, FAX, or email, in which case it will be deemed given when it is actually delivered to the retailer. Any notice that does not contain an original live signature, such as a FAX or an email, must be confirmed by a written, signed notice, actually delivered or postmarked not later than 24 hours after the giving of the original notice.~~ If you grant someone other than the retailer a lien on the home you are buying, the right of rescission automatically goes away when the lien is recorded with the TDHCA.

\_\_\_\_\_  
initials

This **Six Page Disclosure** was provided to me/us by the retailer and/or lender shown below on this date. It was provided to me/us before I/we completed a credit application (if a financed transaction), or before I/we signed a contract to purchase, exchange, or lease-purchase a manufactured home.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RETAILER or LENDER

\_\_\_\_\_  
LICENSE NUMBER (if a retailer)

\_\_\_\_\_  
CUSTOMER signature

\_\_\_\_\_  
CUSTOMER signature

\_\_\_\_\_  
Customer printed name

\_\_\_\_\_  
Customer printed name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(9) Warranty and Disclosure for a Used Manufactured Home.

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)

**WARRANTY AND DISCLOSURE  
FOR A USED MANUFACTURED HOME**

*If the manufactured home does not have a HUD Label or Texas Seal, a copy of this disclosure must be submitted to the Department along with an application for a Texas Seal and the required fee.*

**BLOCK 1: Home Information**

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

	Label/Seal Number	Serial Number	Weight	Size*	
Section 1:				X	*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.
Section 2:				X	
Section 3:				X	
Section 4:				X	

**BLOCK 2: Conditions of Home and Appliances Conveyed.**

**Appliances:** *Indicate the appliance being conveyed and describe any known defects.*

Check Appliances Conveyed with home	Make and Model	Gas or Electric	Describe Any Known Defects
<input type="checkbox"/> Refrigerator			
<input type="checkbox"/> Range			
<input type="checkbox"/> Stove top only			
<input type="checkbox"/> Microwave			
<input type="checkbox"/> Washer			
<input type="checkbox"/> Dryer			
<input type="checkbox"/> Trash Compactor			
<input type="checkbox"/> Dishwasher			
<input type="checkbox"/> Other			

**Home:** *Any item present that does not describe any known defects is assumed to have no known defects.*

Interior	Describe Any Known Defects
Living room:	
Kitchen:	
Bedroom 1	
Bedroom 2	
Bedroom 3	
Bathroom 1	
Bathroom 2	
Laundry/utility room:	
Other rooms (list):	

<b>General Home Exterior</b>	<b>Describe Any Known Defects</b>
Roof decking	
Roof covering	
Floor underside	
Walls	
Other	
<b>Systems</b>	<b>Describe Any Known Defects</b>
Electrical system	
Water Heater	
Air Conditioner	
Plumbing system	

**BLOCK 3: Signatures**

*I certify that the above information is, to the best of my knowledge, complete and accurate.*

\_\_\_\_\_  
(Seller's Signature)

\_\_\_\_\_  
(Printed Name of Seller or Seller's authorized representative)

\_\_\_\_\_  
(Date)

*I acknowledge receipt of the Warranty and Disclosure for the purchase of a used manufactured home.*

\_\_\_\_\_  
(Consumer/Purchaser's Signature)

\_\_\_\_\_  
(Printed Name of Consumer/Purchaser)

\_\_\_\_\_  
(Date)

**BLOCK 4: Statement of Warranty**

**(This block does not apply to exempt consumer to consumer sales.)**

The above-described home is warranted by the seller to the purchaser to be habitable and to remain habitable until the later of 60 days from the date of the purchase agreement selling or transferring the home or 60 days after the date that the installation of the home is completed. By "habitable" it is meant that:

- There is no defect or deterioration in or damage to the home that creates a dangerous situation;
- The plumbing, heating, and electrical systems are in safe working order;
- The walls, floor, and roof are:
  - free from a substantial opening that was not designed and
  - structurally sound; and
- All exterior doors and windows are in place. Any window that is designated an egress window is in working order.

The PURCHASER, \_\_\_\_\_, must notify the SELLER, \_\_\_\_\_,  
(name of purchaser) (name of seller)

**IN WRITING within 65 DAYS of any DEFECT that makes the home NOT HABITABLE or the SELLER will have NO LIABILITY for the warranty of habitability.**



(10) Retail Monitoring Checklist.

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)

**RETAIL MONITORING CHECKLIST**

In accordance with Tex. Occ. Code Chapter 1201 (the "Standards Act") and Title 10 Texas Administrative Code, Subchapter C. of Chapter 80, for each ,manufactured home that is sold or transferred to one or more consumers by sale, exchange, or lease purchase, the retailer must maintain a file with this checklist on top and, as applicable, each of the following documents, executed and dated:

- All the loan documents were given at least 24 hours prior to execution of the loan documents. If the consumer(s) waived or modified the right to these advance copies, a copy of their written waiver.
- The disclosure required by Section 162 of the Standards Act.
- The Texas Retail Installment Contract and Security Agreement or other applicable sale agreement (not required real estate transactions where the home being sold has ALREADY been converted to real property) and, if applicable, any financing agreement if financing was provided or arranged by the retailer.
- If the retailer was responsible for any disclosures under the Federal Truth in Lending Act, Federal Reserve Regulation Z, the Real Estate Settlement Procedures Act, or HUD Regulation X, copies of such disclosures
- The Retailer Broker Disclosure Statement
- Cash Receipts to Support Down Payment.
- A complete list of all alterations with DAPIA Approval on file (if any).
- Notice of Air Conditioning Installation.
- The Formaldehyde Notice (Health Notice).
- The Wind Zone Notice
- Used homes only -- Warranty and Disclosure for a Used Manufactured Home
- The Notice of Installation (Form T) (required on all new homes and, on used homes, if installation is provided)
- The Manufacturer's New Home Warranty was delivered to the Consumer (New Home Only).
- Documentation that any required Installation Warranty was delivered to the Consumer (New and Used Homes) and a copy of the warranty.
- The date that the Manufactured Home information card was mailed to the Manufacturer (New Home Only).
- [Notice and Informed Consent to Installation on an Improperly Prepared Site \(if applicable\).](#)

- Copies of the Application for Statement of Ownership and Location.
- Insulation Disclosure (for new homes only).
- Site Preparation Notice.
- 3rd Party Instruction letter (if applicable).
- Information concerning inventory payoff ( if applicable).

- (11) Consumer Notice of Licensed and Bonded Location.

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)

## Notice of Licensed and Bonded Location ~~CONSUMERS~~

THIS LOCATION IS LICENSED AND BONDED UNDER THE TEXAS MANUFACTURED HOUSING STANDARDS ACT (TEX. OCC. CODE, CHAPTER 1201) AS A RETAIL LOCATION. THE RETAILER'S LICENSE AND THE LICENSE OF EACH SALESPERSON WORKING AT THIS SITE ARE AVAILABLE FOR INSPECTION.

TO CONTACT THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, MANUFACTURED HOUSING DIVISION, THE GOVERNMENT AGENCY THAT REGULATES RETAIL MANUFACTURED HOME SALES . . . CALL **1-800-500-7074** OR GO TO

**[WWW.TDHCA.STATE.TX.US/MH](http://WWW.TDHCA.STATE.TX.US/MH)**

(12) Notice and Informed Consent to Installation on an Improperly Prepared Site.

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)

**NOTICE AND INFORMED CONSENT TO  
INSTALLATION ON IMPROPERLY PREPARED SITE**

Consumer: \_\_\_\_\_

RE: Site Location

Before installing your manufactured home on your site as requested, a visual inspection of the site was performed, and the following problems (as checked) were observed:

**The site has evidence of ponding**

Ponding is where water collects and does not drain properly. It can cause a variety of problems including, but not limited to, reducing the load bearing capacity of soil and allowing piers or other parts of the foundations system to sink; reducing the ability of anchors to hold the home firmly; and causing moisture build up under the home and possibly in the home.

**The site has evidence of runoff under heavy rains**

Runoff is where the slope of the home site and/or the land around the home site have slope and/or other conditions, such as gullies and ditches, in which rains trigger rapid build up of quickly flowing streams. Such rapidly flowing water may erode and/or damage the stabilization system for your home and possibly cause other damage.

**The site has evidence of bare uncompacted soil**

Bare uncompacted soil is subject to compression and rapid settlement when anything heavy, such as a manufactured home is placed on it. Because a manufactured home must be installed in accordance with the applicable instructions, a site with bare uncompacted soil may require a greater number of piers than was originally planned. It may also necessitate the use of other anchoring devices than were originally planned. These things may increase the cost of your installation. Even with such additional measures, bare uncompacted soil may lead to rapid settlement and other problems with your home.

If you elect to proceed with the installation of your home on this site without correcting these conditions, **you accept these risks** by signing this waiver notifying you of problems with the site location.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name(print or type)

\_\_\_\_\_  
Name(print or type)

(13) Formaldehyde Notice.



# IMPORTANT HEALTH NOTICE

**SOME OF THE BUILDING MATERIALS USED IN THIS HOME EMIT FORMALDEHYDE. EYE, NOSE AND THROAT IRRITATION, HEADACHE, NAUSEA, AND A VARIETY OF ASTHMA-LIKE SYMPTONS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.**

**REDUCED VENTILATION RESULTING FROM ENERGY EFFICIENCY STANDARDS MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. ADDITIONAL VENTILATION TO DILUTE THE INDOOR AIR MAY BE OBTAINED FROM A PASSIVE OR MECHANICAL VENTILATION SYSTEM OFFERED BY THE MANUFACTURER. CONSULT YOUR DEALER FOR INFORMATION ABOUT THE VENTILATION OPTIONS OFFERED WITH THIS HOME.**

**HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. CHECK THE COMFORT COOLING CERTIFICATE TO DETERMINE IF THIS HOME HAS BEEN EQUIPPED OR DESIGNED FOR THE INSTALLATION OF AN AIR-CONDITIONING SYSTEM.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(printed name of retailer)

\_\_\_\_\_  
(printed retailer address)

\_\_\_\_\_  
(city, state zip)

\_\_\_\_\_  
(printed name of manufacturer)

\_\_\_\_\_  
(address of manufacturer)

\_\_\_\_\_  
(HUD Label #(s))

\_\_\_\_\_  
(Serial Number(s))

I (WE) CERTIFY THAT THIS IMPORTANT HEALTH NOTICE WAS PROMINENTLY DISPLAYED IN THE KITCHEN OF THE MANUFACTURED HOME BEING PURCHASED, THAT THE NOTICE WAS LEGIBLE AND PRINTED USING LETTERS AT LEAST ¼ INCH IN SIZE WITH THE TITLE IN RED USING LETTERS AT LEAST ¼ INCH IN SIZE, AND FURTHER THAT THIS NOTICE WAS GIVEN TO ME (US) ON THE DATE SHOWN AND PRIOR TO THE SIGNING OF ANY BINDING AGREEMENT. I (WE) HAVE READ THE NOTICE AND UNDERSTAND IT.

\_\_\_\_\_  
(signature, prospective purchaser)

\_\_\_\_\_  
(printed name of prospective purchaser)

\_\_\_\_\_  
(signature, prospective purchaser)

\_\_\_\_\_  
(printed name of prospective purchaser)

\_\_\_\_\_  
(purchaser address)

\_\_\_\_\_  
(city, state, zip)

(14) Texas Inventory Finance Security Form.

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)

**TEXAS INVENTORY FINANCE SECURITY FORM**

The undersigned retailer and creditor-lender have executed a separate security agreement which sets forth the rights and obligations of the two parties in the inventory finance agreement.

This inventory finance security form only applies to the single retail location set forth below. The filing of the inventory finance security form with the Texas Department of Housing and Community Affairs perfects the security interest in all manufactured homes which have been financed by the creditor-lender or for which the creditor-lender has advanced any funds or has incurred any obligation which enabled the retailer to acquire the manufactured home. The filing of the inventory-finance security form also perfects a security interest in all manufactured homes which are hereafter acquired by the retailer for which the creditor-lender has advanced any funds or the incurrence of the obligation, and the creditor-lender is not required to file additional inventory finance security forms.

No provision in the security agreement between the parties to an inventory financing arrangement shall in any way modify, change or supersede the requirements of the rules of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs for the perfection of security interest in the manufactured homes which are in the inventory of a retailer.

Name of Retail Business		TDHCA License #	
Location	City	State	Zip

Signature of Retail Business Agent: \_\_\_\_\_

Name of Creditor-Lender			
Location	City	State	Zip

Signature of Creditor-Lender Agent: \_\_\_\_\_

THE SEPARATE SECURITY AGREEMENT IS DATED: \_\_\_\_\_

THIS FORM IS DATED: \_\_\_\_\_

(15) Broker Disclosure Form.

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)

**Broker Disclosure Form**

**Broker's Name:** \_\_\_\_\_  
**License #:** \_\_\_\_\_

Identify the party(s) who  **Buyer**                       **Seller**                       **No One**

**Broker is representing:**  **Other (explain):** \_\_\_\_\_

Identify if the brokering of the sale applies to one or more homes and specify home identification and physical address for each (use separate sheet if needed):

*Check one:*

**Only the following home as follows:**

Label or seal number: \_\_\_\_\_  
Serial number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

**One or more manufactured homes to be identified below:**

Label or seal number: \_\_\_\_\_  
Serial number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Label or seal number: \_\_\_\_\_  
Serial number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Label or seal number: \_\_\_\_\_  
Serial number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

**Other:** \_\_\_\_\_

(16) Notice of Installation (Form T).

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) 475-3506  
 Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

**Notice of Installation (Form T)**

HUD Label or Texas Seal # (s): \_\_\_\_\_ Serial # (s): \_\_\_\_\_  
 Manufacturer Name: \_\_\_\_\_ License No. \_\_\_\_\_  
 Home Size - Width / Length: \_\_\_\_\_ X \_\_\_\_\_ Weight \_\_\_\_\_ Date of Manufacture: \_\_\_\_/\_\_\_\_/\_\_\_\_ Model / Name: \_\_\_\_\_

**Draw A Map To Provide Directions To Home On Page 2**

Consumer: \_\_\_\_\_ Phone Numbers: Home: (\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Site Address: \_\_\_\_\_ Within City Limits of \_\_\_\_\_ ZIP: \_\_\_\_\_  
 County Where Home is Installed: \_\_\_\_\_ Installation Decal#: \_\_\_\_\_  
 Actual Installation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Wind Zone on Data Plate: I (\_\_\_\_) II (\_\_\_\_) III (\_\_\_\_)  
 Is the home installed in a Humid & Fringe Climate Yes (\_\_\_\_) No (\_\_\_\_) Was the home labeled for alternate construction. Yes (\_\_\_\_) No (\_\_\_\_)

	Name	Address	License #	Expiration Date	Phone #
Retailer					
Installer					

(\_\_\_\_) New (\_\_\_\_) Used Does retailer or installer provide skirting? Yes (\_\_\_\_) No (\_\_\_\_)

Is installation part of sales contract of used home? Yes (\_\_\_\_) No (\_\_\_\_) Not Applicable (\_\_\_\_)

The home has been installed in accordance with:

- (\_\_\_\_) 1. Manufacturer's Home Installation Instructions (provide page number or option \_\_\_\_\_).
- (\_\_\_\_) 2. State Generic Standards - Title 10 Texas Administrative Code (10 TAC) §§80.22, 80.23, 80.24, and 80.25.
- (\_\_\_\_) 3. A stabilization system registered with the Department in accordance with 10 TAC §80.26 - provide name of system or reference to MHD Approval Letter or registration \_\_\_\_\_.
- (\_\_\_\_) 4. A Special Foundation System (attach a copy of the drawing for this system and provide a reference, if applicable, to any drawing previously submitted).

**IF NO METHOD IS CHECKED, IT WILL BE PRESUMED THAT OPTION 2 (STATE GENERIC STANDARDS) WAS USED.**

To be submitted to the Department along with the required fee no later than the 15<sup>th</sup> day of the month after which the installation is completed. The Installation Report (Form T) should no longer be submitted with the title documents.

---

I verify that I am a licensed installer, that I am responsible for the installation described, and that the information supplied is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

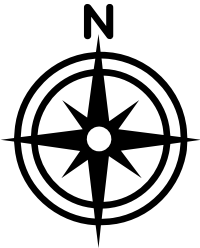
---

Signature (Retailer/Installer)

---

Name (print or type)

**DRAW MAP BELOW**





(17) Installation Checklist.

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) 475-3506

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

**INSTALLATION CHECKLIST**

Home HUD label or Texas seal number: \_\_\_\_\_

Date of installation: \_\_\_\_\_

Wind Zone: \_\_\_\_\_

Humid/fringe status: \_\_\_\_\_

Method of installation – if a copy is not included because the installation was done to a method that the licensed installer uses from time to time, where is a copy of the actual methods in the installer’s records?

- SITE PREPARATION
- LOAD BEARING CAPACITY OF SOIL
- SPACING OF PIERS (IF APPLICABLE)
- SPACING OF ANCHORS (IF APPLICABLE)
- NUMBER OF DIAGONAL TIES (IF APPLICABLE)
- LIST OF EACH DEVICE USED
- VAPOR RETARDER REQUIRED?

**Was the installer contracting directly with the consumer or were they subcontracted by another retailer or installer? Attach a copy of each contract.**

Attach a list of each person who worked on the installation and how to contact them.

If A/C was provided, name and license number of A/C installer: \_\_\_\_\_

Copy of any required move permits.

(18) Estimate for Reassigned Warranty Work.

## Estimate for Reassigned Warranty Work

### Part I – Labor and Materials:

**For each item on the inspection report, provide the information requested.**

1) Description of proposed correction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated time: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Itemized cost of materials: \_\_\_\_\_

\_\_\_\_\_

2) Description of proposed correction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated time: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Itemized cost of materials: \_\_\_\_\_

\_\_\_\_\_

3) Description of proposed correction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated time: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Itemized cost of materials: \_\_\_\_\_

\_\_\_\_\_

**Part II – Other Costs and Expenses**

<b>Block 1: Travel</b>	
Starting location, which must be within the State of Texas and is to be the closer of the nearest office to the site of the re-assigned warranty work or the in-state service center for the licensee.	<b>Starting location:</b>
Mileage is reimbursable at the greater of the rate of \$0.35 per mile, not to exceed \$75.00 per day, or the State of Texas approved rates from time to time in effect for reimbursement of state employees' travel expenses.	<b>Estimated round-trip mileage:</b>
<b>Itemized list of any other travel costs:</b>	

<b>Block 2: Lodging</b>	
Reimbursement for overnight lodging is to include the actual room rate and any applicable taxes but does not include any long distance telephone calls, entertainment, food, or beverages. Reimbursement may not exceed the State of Texas approved rates for reimbursement of state employees' lodging.	<b>Name, location, and rate:</b>

<b>Block 3: Meals</b>	
Reimbursement for meals (receipts are required) shall not exceed the greater of \$25.00 per day or the State of Texas approved rate for reimbursement of state employees' meals while traveling. Alcoholic beverages are not subject to reimbursement.	<b>Estimated cost of meals:</b>

<b>Block 4: Administrative and oversight costs</b>	
Administrative services may not exceed 20% of the total estimate. Provide an explanation of the necessary administrative services, including the number of hours required and the hourly rate of each person providing such services:	

**Part III – Certification**

The undersigned represents that:

- (1) the actual costs for labor charged to the Texas Department of Housing and Community Affairs, Manufactured Housing Division and/or the Manufactured Homeowner's Recovery Trust Fund will not exceed the actual number of hours expended, rounded to the nearest quarter of an hour increment, times the hourly rate specified above;
- (2) the actual costs for materials charged to Texas Department of Housing and Community Affairs, Manufactured Housing Division and/or the Manufactured Homeowner's Recovery Trust Fund will not exceed the costs actually charged to the undersigned and such costs do not exceed the costs at which the undersigned is able to obtain such materials for its own account;
- (3) the hourly rate being charged by the undersigned does not exceed the normal hourly rate at which the specified individuals customarily provide their services; and
- (4) if the work to be performed involves any repair or alteration that would require DAPIA approval, such approval will be obtained and a copy of such approval, together with all DAPIA-approved drawings relating thereto, will be submitted when reimbursement is requested.

Name of Licensee: \_\_\_\_\_ This estimate executed this \_\_\_\_ day of \_\_\_\_\_,

License number: \_\_\_\_\_

\_\_\_\_\_  
Signature of licensee or duly authorized  
Officer or representative

\_\_\_\_\_  
Printed name of licensee or duly authorized  
officer or representative

(19) Application for Statement of Ownership and Location.

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) 475-3506  
 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**

This application is for: <input type="checkbox"/> New home application <input type="checkbox"/> Used home application <input type="checkbox"/> Other _____	(For Department Use Only) Coding:  Lien on file: Y / N      Lienholder Code County Code:                      Right of Surv.: Y / N Retailer #:                              Manufacturer #:
--	--

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

Manufacturer Name: Address: City, State, Zip: License Number:		Model: Date of Manufacture: Total Square Feet: Wind Zone:																									
	<table border="1"> <thead> <tr> <th></th> <th>Label/Seal Number</th> <th>Complete Serial Number</th> <th>Weight</th> <th>Size*</th> </tr> </thead> <tbody> <tr> <td>Section 1:</td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Section 2:</td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Section 3:</td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Section 4:</td> <td></td> <td></td> <td></td> <td>X</td> </tr> </tbody> </table>		Label/Seal Number	Complete Serial Number	Weight	Size*	Section 1:				X	Section 2:				X	Section 3:				X	Section 4:				X	*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.
	Label/Seal Number	Complete Serial Number	Weight	Size*																							
Section 1:				X																							
Section 2:				X																							
Section 3:				X																							
Section 4:				X																							
<input type="checkbox"/>	Check here if there is/are no HUD Label(s) or Texas Seal(s) on your home. To issue the SOL, a Texas Seal will be issued to each section of your home at an additional cost of \$35.00 per section.      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 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)**

(4a) Seller(s) or Transferor(s)		(4b) Purchaser(s), Transferee(s), or Owner(s)	
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	( ) -
<b>Date of sale, transfer or ownership change:</b>			

**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 and certify that I am (we are) entitled to make this election in accordance with Section 1201.2055 of the Occupations Code because (**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.

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 must be provided for real property:** \_\_\_\_\_

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

- Inventory – Retailer number must be provided in Block 4b. (**FOR RETAILER USE ONLY**)

**BLOCK 7: Designated Use - to be designated by purchaser(s), transferee(s), or owner(s)**

- Residential Use (as a dwelling) OR
- Non-Residential - Check **one** of the following:  *Business Use*     *Salvage*

**BLOCK 8: Liens - Specify any liens (other than tax liens), charges, or other encumbrances to be recorded on the SOL**

Date of First Lien: _____ Name of First Lienholder: _____ Mailing Address: _____ City/State/ZIP: _____ Daytime Phone Number: (    )    -    _____	Date of Second Lien: _____ Name of Second Lienholder: _____ Mailing Address: _____ City/State/ZIP: _____ Daytime Phone Number: (    )    -    _____
---	---

**BLOCK 9: Special Mailing Instructions.**

**IF** 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 and enclose the additional fee.

Name::	_____
Company:	_____
Street Address:	_____
City, State, Zip:	_____
Area Code/Phone	_____

**BLOCK 10: Certification and Notarization - The statements set forth herein are made under oath and are true and correct.**

- Seller certifies that any required habitability warranty has been delivered (consumer to consumer sales are exempt).
- Seller certifies that the purchaser has been given a written disclosure on a form prescribed by the Department describing the condition of the home and of any appliances that are included in the home.

(10a) Notarized signature of each seller/transferor	(10b) Notarized signature of each purchaser/transferee or owner
_____ <i>Signature of seller/transferor</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 seller/transferor</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



(20) Application for Correction to Statement of Ownership and Location.

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 CORRECTION TO  
 STATEMENT OF OWNERSHIP AND LOCATION**

**BLOCK 1: Transaction Identification**

This application is to: <input type="checkbox"/> Correct an error made by the Department – Complete Blocks 2, and 3 <input type="checkbox"/> Correct an error made by the applicant, which requires a transaction fee – Complete Blocks 2 and 4.	<b>(For Department Use Only) Coding:</b>  DEPT ERROR  CORR
--	--

**BLOCK 2: Home Information**

	<i>Label/Seal Number</i>	<i>Serial Number</i>
Section 1:		
Section 2:		
Section 3:		
Section 4:		

**BLOCK 3: For Departmental Errors**

Explain error:

Mail corrected SOL to address on file for:	Owner(s) of record	Lienholder of record	Alternate address below:
--	--------------------	----------------------	--------------------------

**BLOCK 4: For Paid Correction (error made by the applicant)**

Explain error:

**BLOCK 5: Where to send correction.**

Name	
Company:	
Street Address:	
City, State, Zip	
Area Code/Phone	

**BLOCK 6: Certification and Notarization - The statements set forth herein are made under oath and are true and correct.**

- Seller certifies that any required habitability warranty has been delivered (consumer to consumer sales are exempt).
- Seller certifies that the purchaser has been given a written disclosure on a form prescribed by the Department describing the condition of the home and of any appliances that are included in the home.

(6a) Notarized signature of each seller/transferor	(6b) Notarized signature of each purchaser/transferee or owner
<p>_____</p> <p><i>Signature of seller/transferor</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____</p> <p><i>Signature of Notary</i></p> <p>SEAL</p>	<p>_____</p> <p><i>Signature of purchaser/transferee or owner</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____</p> <p><i>Signature of Notary</i></p> <p>SEAL</p>
<p>_____</p> <p><i>Signature of seller/transferor</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____</p> <p><i>Signature of Notary</i></p> <p>SEAL</p>	<p>_____</p> <p><i>Signature of purchaser/transferee or owner</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____</p> <p><i>Signature of Notary</i></p> <p>SEAL</p>

(21) Affidavit of Fact.

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

Ownership and Location Affidavit of Fact
(Sworn Statement)

BLOCK 1: Home Information

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_
Serial Number: \_\_\_\_\_ Label # and/or Seal #: \_\_\_\_\_
Square Footage: \_\_\_\_\_ Size: \_\_\_\_\_

BLOCK 2: Statement of Facts

Please provide a sworn statement in the space below identifying the history of the home as you know it. Include all names of previous owners, complete address and phone numbers of the previous owner, cities where previously located, how and when you acquired the home, amount of purchase, bill of sale or other contracts and any other information on the home you may feel is important. Use the space below or on the back to provide a sworn statement.

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)

Notary Public State of Texas

SEAL

(22) Affidavit of Error.

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)

**OWNERSHIP AND LOCATION AFFIDAVIT OF ERROR**  
*(Sworn Statement)*

**BLOCK 1: Home Information**

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ Label # and/or Seal #: \_\_\_\_\_  
Square Footage: \_\_\_\_\_ Size: \_\_\_\_\_

**BLOCK 2: Statement of Error**

*Please provide a sworn statement in the space below of the error made on the Statement of Ownership and Location Application. Please specify which document the error was made on and the exact nature of the error. Use the space below or on the back to provide a sworn statement.*

**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)*

*Notary Public State of Texas*

**SEAL**

(23) Affidavit of Fact for Right of Survivorship.



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 RIGHT OF SURVIVORSHIP OWNERSHIP AGREEMENT**

**BLOCK 1: Home Information (Must be completed)**

Manufacturer Name:		License #:	
Manufacturer Address:		City/State/Zip:	
Model :	Total Sq. Ft.:	Date of Manufacture:	
Label/Seal Number	Complete Serial Number	Weight	Size
Section One:			
Section Two:			
Section Three:			

**BLOCK 2: Type of Mutual Agreement**

The relationship that exists between the undersigned can be defined as (check one):

- Legally married (If this box is checked, complete Block 6 only)
- Common Law marriage (If this box is checked, complete Block 3 and Block 6)
- Co-owners are unmarried (If this box is checked, complete Block 4 and Block 6)
- Co-owners are married but not to each other (If this box is checked, complete Block 5 and Block 6)

**BLOCK 3: Attestation of Common Law Marriage**

We, the undersigned, acknowledge and affirm that we are married by common law to each other and that any previous marriage(s) legal or common law, between any of the undersigned and other party(ies) was legally terminated by a spouse in death or by a legal divorce.

Signature of Co-owner	Date	Signature of Co-owner	Date
-----------------------	------	-----------------------	------

**BLOCK 4: Attestation of Unmarried Status**

I, the undersigned, acknowledge and affirm that I am not married, legally or by common law marriage.

Signature of Co-owner	Date	Signature of Co-owner	Date
-----------------------	------	-----------------------	------

**BLOCK 5: Attestation of Separate Property By the Undersigned Spouse**

**Spouse #1**

In order to establish right of survivorship between the co-owners of said manufactured home, I, \_\_\_\_\_ the spouse of \_\_\_\_\_, do hereby acknowledge and attest that any and all property rights and interests in the above referenced manufactured home is the separate property of the co-owners exclusively.  
 Signature of spouse #1: \_\_\_\_\_ Date: \_\_\_\_\_

**Spouse #2**

In order to establish right of survivorship between the co-owners of said manufactured home, I, \_\_\_\_\_ the spouse of \_\_\_\_\_, do hereby acknowledge and attest that any and all property rights and interests in the above referenced manufactured home is the separate property of the co-owners exclusively.  
 Signature of spouse #2: \_\_\_\_\_ Date: \_\_\_\_\_

**BLOCK 6: Signatures of Co-Owners**

**NOTARIZATION REQUIRED**

We, the undersigned, hereby 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(s).

Signature of Co-owner	Date	Signature of Co-owner	Date
-----------------------	------	-----------------------	------

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\_\_\_\_

_____ (Notary Public)	SEAL
_____ (Commission Expires)	Notary Public State of Texas

(24) Affidavit of Fact for Incomplete SOL Application.

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

Affidavit of Fact
(Sworn Statement)

BLOCK 1: Home Information

HUD Label Serial Number

BLOCK 2: Statement of Facts

Being first duly sworn, I hereby state to the Manufactured Housing Division of the Texas Department of Housing and Community Affairs as follows:

In connection with my application for a Statement of Ownership and Location for the above-described manufactured home, I hereby provide the following information as an addendum to my application:

(Provide the information checked below.)

1. Physical address is: (cannot be a Rt. or P.O. Box) Address City State ZIP County

2. Purchaser's mailing address is: Address City State ZIP County

3. Seller's mailing address is: Address City State ZIP County

4. Lien Information - The personal property lien section of the application was completed in error.

5. Designated Use is: [ ] Residential Use (as a dwelling) OR [ ] Non-Residential If non-residential, specify: [ ] Business Use or [ ] Salvage

6. Election - I/we elect the home as:

[ ] Retailer Inventory

[ ] Personal Property

[ ] Real Property (this may only be elected if the owner of the home either owns the real property on which the home is installed or holds a qualifying long term lease on that property). If the real property option is elected the legal description must be provided.

Legal Description:

BLOCK 3: Signatures (Notarization is REQUIRED)

(Seller's Signature)

(Purchaser's Signature)

(Seller's Signature)

(Purchaser's Signature)

(Signature of Notary)

(Commission Expires) Notary Public State of Texas

SEAL

(25) Release or Foreclosure of Lien (Form B).

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)

**RELEASE OR FORECLOSURE OF LIEN**

*(This form is not to be used for tax liens. Please type or print clearly.)*

**FORM B**

**BLOCK 1: Home Information (Must be completed)**

Manufacturer Name:		License #:	
Manufacturer Address:			
Model :	Total Sq. Ft.:	Date of Manufacture:	
Label/Seal Number	Complete Serial Number	Weight	Size
Section One:			
Section Two:			
Section Three:			

**BLOCK 2: For Release of Liens**

(Name of Lienholder)	(Address)	(City)	(State)	(Zip)	(Phone)
(Name of Consumer)	(Address)	(City)	(State)	(Zip)	(Phone)

Release of Lien Effective Date: \_\_\_\_\_

**BLOCK 3: For Foreclosure of Lien**

Date of Repossession: \_\_\_\_\_ Release of Lien Effective Date: \_\_\_\_\_

**Method of Repossession (MUST CHECK ONE):**

Terms of Security (Lien) Agreement

Judicial Order (Sequestration, Possessory Lien, etc.) If by judicial order, attach a copy of the Sheriff's Bill of Sale. If the lien was not recorded on the document of title, a COPY of the Security Agreement or Judicial Order must be attached.

**BLOCK 4: Sale of Foreclosed Manufactured Home**  
**MUST be completed IF foreclosure is being recorded**

**Method of Sale (MUST CHECK ONE):**

I (We) will sell the home to or through a licensed retailer.

I (We) will sell the home directly to a consumer and have the required retailer license.

I (We) will sell the home directly to a consumer and I am (We are) not required to be licensed as a retailer under Subchapter C of the Standards Act.

If either of the first two items above is checked and this form is submitted in conjunction with an application to record the sale of the manufactured home, the name and license number of the retailer must be provided here: R-\_\_\_\_\_.

**BLOCK 5: Notarized Signature Required**

I (We) certify that the statements set forth hereinabove and the information attached hereto are true and correct.	Sworn and subscribed before me this _____ day of _____, 20____ (month) (year)
	_____ (Signature of Notary)
_____ (Signature of Person Authorized to Sign for Lienholder)	Seal _____
_____ (Title of Person Signing) (Phone)	_____ (Typed Name of Notary) (Date Commission Expires)

(26) Statement of Inheritance (Form C).

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)

**STATEMENT OF INHERITANCE**

*(Please type or print clearly.)*

**FORM C**

**BLOCK 1: Home Information (Must be completed.)**

Manufacturer Name and Address:				
Model:		Total Sq. Ft.:		Date of Manufacture:
				/ /
Label/Seal Number		Complete Serial Number		Weight
Size				
Section One:				
Section Two:				
Section Three:				

**BLOCK 2: Affidavit of Heirship**

**BEFORE ME**, the undersigned authority, on this day personally appeared all the undersigned heirs, who having been by me duly sworn, on oath, each for himself and herself, deposes and say that \_\_\_\_\_, the registered owner of the above described manufactured home died on \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, at \_\_\_\_\_, in the County of \_\_\_\_\_, and State of \_\_\_\_\_; the deceased left no will; that no application for administration has been filed; that there is no necessity for an administration upon the estate; that heirs herein are the sole and only heirs at law of the deceased and are, therefore, authorized under the law to sell, transfer and assign the title to said manufactured home as described above; that there are no other heirs who have prior right to the estate of the deceased, and it is the desire of all undersigned that title to the above described manufactured home be issued to:

\_\_\_\_\_

*First Name                      Last Name                      First Name                      Last Name*

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

I (We) certify that the statements set forth herein above and the information attached hereto are true and correct.

_____ <i>(Signature of Heir)</i>	_____ <i>(Signature of Heir)</i>
Sworn and subscribed before me this ____ day of _____ (month) _____ (year)	
_____ <i>(Signature of Notary)</i>	SEAL
_____ <i>(Signature of Heir)</i>	_____ <i>(Signature of Heir)</i>
Sworn and subscribed before me this ____ day of _____ (month) _____ (year)	
_____ <i>(Signature of Notary)</i>	SEAL
_____ <i>(Signature of Heir)</i>	_____ <i>(Signature of Heir)</i>
Sworn and subscribed before me this ____ day of _____ (month) _____ (year)	
_____ <i>(Signature of Notary)</i>	SEAL

**If there are additional heirs, please attach an additional Form C with notarized signature(s).**

(27) Taxing Entity Application for Texas Seal (Form S).



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)

**TAXING ENTITY APPLICATION FOR TEXAS SEAL**

**FORM S**

*Please type or print clearly. Please fill out form completely.*

**BLOCK 1: Home Information (Must be completed.)**

Manufacturer Name:		Year of Manufacture:	
Model:		Date of Seizure:	
	Size (Width X Length)	<i>(Department Use Only)</i> Seal #	
Section One:	X	TXS	
Section Two:	X	TXS	
Section Three:	X	TXS	

**BLOCK 2: Payment Information**

Single Section: \$35	Double Section: \$70	Triple Section: \$105
----------------------	----------------------	-----------------------

Please make cashier's check or money order payable to: **TDHCA**

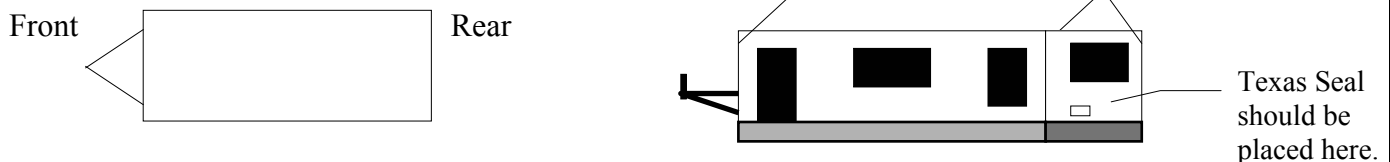
**BLOCK 3: Address Where Seal Is To Be Mailed**

*Please make sure the address below is complete. This form will be returned to you using a window envelope.*

Retailer/Installer License Number (if applicable):	
Name:	Day Phone #: (      )
Mailing Address:	
City/State/Zip:	

**BLOCK 4: Location of Seal on Manufactured Home**

The seal must be placed on the manufactured home after you receive it from this office. If it is a double or triple section home, place the Texas Seal in the same location on each section. Please follow the drawing below for affixing the seal(s) to your home.



**BLOCK 5: Certification**

**By signing, I certify to the best of my knowledge that no serial number, HUD Label or Texas Seal can be found on this manufactured home and that the home to which the Texas Seal will be affixed meets the definition of a HUD-Code manufactured home or a mobile home as defined in Chapter 1201 of the Occupations Code (on back). It is understood that the Texas Seal is issued for identification purposes only and may not be construed to imply that the home is habitable or that the purchaser of the home at a tax sale may obtain a title document from the department without an inspection for habitability.**

_____	_____	_____
Signature	Title	Date

## Occupations Code

### §1201.459. Compliance Not Required for Sale for Collection of Delinquent Taxes

- (a) In selling a manufactured home to collect delinquent taxes, a tax collector is not required to comply with this subchapter or another provision of this chapter relating to the sale of a used manufactured home.
- (b) If the home does not have a serial number, seal, or label, the tax collector may:
  - (1) apply to the department for a seal;
  - (2) pay the applicable fee; and
  - (3) recover that fee as part of the cost of the sale of the home.
- (c) The seal issued to the tax collector is for identification purposes only and does not imply that:
  - (1) the home is habitable; or
  - (2) a purchaser of the home at a tax sale may obtain a document of title from the department without an inspection for habitability.

### Definitions

"Mobile Home" means a structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

"HUD-code manufactured home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 C.F.R. Section 3282.8(g).

(28) Multiple Application Log (Form M).

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)

**MULTIPLE APPLICATION LOG (FORM M)**  
*(Please type or print clearly.)*

**IMPORTANT NOTICE!**  
**Place this form on top of the SOL application packet**

**This form is required when paying for multiple applications with one check, thereby enabling us to match refunds with applications.**

	HUD #, Seal #, or Serial #	Purchaser / Owner Name(s)	Fee(s) Per Home
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			

\_\_\_\_\_ *(Payor)*  
 ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ Total Fees: \$ \_\_\_\_\_  
*(Phone Number) (Fax Number) (Check Number)*

(29) Instructions to Third Party Closer.

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)

**INSTRUCTIONS TO THIRD PARTY CLOSER**

[On sale of a manufactured home that is personal property at the time of sale, exchange, or lease-purchase but is to be converted to real property]

[Name and address of title company, attorney, or other party closing the transaction]

**Re: Sale, exchange, or lease-purchase of the manufactured home (the “Home”)  
identified by:**

**Texas seal or HUD label number(s):** \_\_\_\_\_

**Serial Number(s):** \_\_\_\_\_

**To:** \_\_\_\_\_ **(the “New Owner”)**

Dear Third Party Representative:

The undersigned is licensed as a retailer under the Texas Manufactured Housing Standards Act, Tex. Occ. Code, Chapter 1201 (the “Act”) and has entered into an agreement to sell, exchange, or lease-purchase the Home to the New Owner. It is contemplated that in connection with the closing of this transaction, the New Owner will elect to treat the Home as real property in accordance with Section 1201.2055 of the Act. In closing this transaction, you are hereby directed to perform each of the following:

- 1) Obtain the New Owner(s)’ signature(s) on the enclosed Application for Statement of Ownership and Location and have it (them) notarized.
- 2) Insert your name and address in Block 9 of the Application for Statement of Ownership and Location as the person and place to which the Statement of Ownership and Location should be delivered.
- 3) Collect the \$55 fee for Application for Statement of Ownership and Location and all necessary recording fees.
- 4) File the completed, executed, and notarized Application for Statement of Ownership and Location with:

Texas Department of Housing and Community Affairs  
Manufactured Housing Division  
P. O. Box 12489  
Austin, TX 78711-2489

**This step must BY LAW be completed no later than the 60<sup>th</sup> day after the closing of the sale, exchange, or lease-purchase. Delay beyond that date may give rise to the incurring of penalties, for which you will be held responsible in the event they are assessed.**

5) Upon receipt of a recordable copy of the Statement of Ownership and Location that is issued by the Texas Department of Housing and Community Affairs, Manufactured Housing Division, record that document in the real property records for the county where the Home is reflected as being located.

6) Notify the Tax Assessor-Collector for the county where the Home is located that the Statement of Ownership and Location has been recorded.

7) Provide the Texas Department of Housing and Community Affairs, Manufactured Housing Division with a copy of the file stamped, recorded Statement of Ownership and Location, accompanied by a statement confirming that step 6, above, was done.

**Steps 5, 6, and 7 MUST be done within the 60 day period following the date of issuance of the Statement of Ownership and Location by the Texas Department of Housing and Community Affairs.**

These instructions are in addition to and not in lieu of any instructions provided by any lender or other party.

In the event that the Texas Department of Housing and Community Affairs, Manufactured Housing Division requires any additional information in order to process the Application for Statement of Ownership and Location, you may contact the undersigned for assistance.

The Application for Statement of Ownership and Location, completed and executed by the undersigned but still requiring the completion and notarized execution by the New Owner(s) is enclosed herewith.

This instructions letter is being sent as an original and a copy. Please acknowledge these instructions in the space provided on the copy and return it to the undersigned at:

[                    ]

Please do not hesitate to call if there is anything further you require in this regard.

Sincerely,

Enclosures

Acknowledged this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

(30) Notice of Lien for Tax Lien/Release Form.



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

NOTICE OF LIEN
FOR TAX LIEN/RELEASE

Please type or print clearly.

BLOCK 1: Information

Taxpayer Name and Tax Roll Account # are for information purposes only. All other information is REQUIRED.

HUD Label or Texas Seal #: OR Serial #:
Tax Roll Account #:
Complete 8-Digit Taxing Entity ID #:
County Code (3 digits):
County Name:
Tax Year Recorded/Released:
Amount of Lien (Aggregate amount if Central Tax Collector is filing for multiple entities.):

Name of person in whose name the manufactured home is listed on the tax roll: (Name)

Taxpayer Address: (Address)
(City) (State) (Zip Code)

Collector's Name & Name of Taxing Entity:
Collector's Address: (Address)
(City) (State) (Zip Code)
Collector's Phone #: ( )

BLOCK 2: Signature REQUIRED for Tax Lien Recording

I hereby certify that the lien being RECORDED with this form is in accordance with all applicable provisions of the Tax Code. If this lien recordation is done as a central collector, the undersigned further represents that it is on file as a central collector with the Texas Department of Housing and Community Affairs and that such records are complete and current.

(Collector's Signature) (Date)

BLOCK 3: Signature REQUIRED for Tax Lien Release

I hereby certify that the lien being RELEASED with this form has been discharged and should be removed from the records of the Texas Department of Housing and Community Affairs. If this lien release is done as a central collector, the undersigned further represents that it is on file as a central collector with the Texas Department of Housing and Community Affairs and that such records are complete and current.

(Collector's Signature) (Date)

Department Use Only

Filing Recorded Date:

Filing NOT Recorded because:

- No manufactured home ID#(s) provided.
Our records indicate that this home is real property. No lien can be recorded.
Received after the filing deadline.
Required Information not provided.

(31) Notice of Tax Lien to Perfect a Lien (Other than Tax Lien) Form.

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)

**NOTICE OF LIEN  
 TO PERFECT A LIEN (OTHER THAN TAX LIEN)**

**BLOCK 1: Home Information (required)**

	<i>Label/Seal Number</i>	<i>Complete Serial Number</i>
Section 1:		
Section 2:		
Section 3:		
Section 4:		

**BLOCK 2: Liens - Specify any liens (other than tax liens), charges, or other encumbrances to be recorded on the SOL**

Effective Date of Lien:		Effective Date of Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/ZIP:		City/State/ZIP:	
Daytime Phone Number:	(     )	Daytime Phone Number:	(     )
Dollar amount of Lien:	\$	Dollar Amount of Lien:	\$

**BLOCK 3: Signature of owner/borrower**

<p style="text-align: center;">_____  <i>Signature of purchaser/transferee or owner</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p style="text-align: center;">_____  <i>Signature of Notary</i></p> <p style="text-align: center;">SEAL</p>	<p style="text-align: center;">_____  <i>Signature of purchaser/transferee or owner</i></p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p style="text-align: center;">_____  <i>Signature of Notary</i></p> <p style="text-align: center;">SEAL</p>
---	---

(32) Notification of filing status as a Central Tax Collector.

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

NOTIFICATION OF FILING STATUS AS A CENTRAL TAX COLLECTOR

Please type or print clearly.

BLOCK 1: Central Tax Collector Information

Central Collector Name:
Central Collector's Address: (Address) (City) (State) (Zip Code)
Phone #: ( ) FAX #: ( ) Email:

BLOCK 2: Assignment of Central Tax Collector Number
(Department Use Only. The Department will notify taxing entity of the assigned number.)

Central Tax Collector Number: CTC-\_\_\_\_\_

BLOCK 3: Taxing Jurisdiction Information

County Name: \_\_\_\_\_ County Code (3 digits): \_\_\_\_\_

Table with 2 columns: Complete 8-Digit Taxing Entity ID #, Name of Taxing Entity

Additional taxing entities may be listed on the reverse side of this form.

BLOCK 3: Notarized Signature Required

Until revoked by written notice to the Department, the undersigned will be the sole agent of each taxing entity listed herein for the recordation and release of tax liens on manufactured homes within the county specified herein.

(Central Collector's Signature) (Date)

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



(33) Site Preparation Notice Form.

## SITE PREPARATION NOTICE

**FAILURE TO PREPARE THE SITE PROPERLY BEFORE INSTALLING YOUR MANUFACTURED HOME MAY INVALIDATE YOUR WARRANTY AND MAY CAUSE PROBLEMS WITH YOUR HOME.**

**IF YOU ARE ACQUIRING LAND FOR A MANUFACTURED HOME AND WILL NOT HAVE THE ABILITY TO OVERSEE SITE PREPARATION YOURSELF, BE SURE THAT YOUR AGREEMENT WITH THE PARTY PROVIDING THE LAND COVERS THEIR RESPONSIBILITIES FOR SITE PREPARATION.**

If you are acquiring a manufactured home you need to be sure that the site is properly prepared **BEFORE the home is installed**. If you will be having your home installed in a rental community, you should first be sure that the community has prepared the site properly and assumed that responsibility. If you are acquiring a manufactured home that is already installed, you should satisfy yourself that the site was properly prepared first.

Site Preparation includes AT LEAST the following: (1) selecting a site where the home will not be affected by rising or running water, as in the case of heavy rains, (2) grading the site, as needed, so that the land slopes away from the home, (3) making sure that the site will not create puddles or moisture build-up under the home by filling any depressions and, as needed, providing for drainage, (4) clearing away any plants, stumps, or debris on the site where the home will be placed, and (5) installing any required vapor retarder (and, if such a retarder is to be installed, trimming any grasses or other organic materials to a suitable height, not greater than 8").

The footing must be placed on firm, undisturbed soil, or fill compacted to at least 90% of its maximum relative density. Installation on loose, noncompacted fill may invalidate the home's limited warranty.

If, at the time of installation or within 90 days thereafter your retailer is providing skirting, the retailer must also provide and install any required vapor retarder and insure that there is adequate ventilation under the home. If the retailer is not providing these things, you should be sure that you have provided for any required vapor retarder and that you have provided adequately for ventilation under the home.

**FAILURE TO PREPARE THE SITE PROPERLY AND/OR FAILURE TO TAKE APPROPRIATE MEASURES TO GUARD AGAINST MOISTURE BUILD-UP MAY CAUSE SERIOUS PROBLEMS WITH YOUR MANUFACTURED HOME INCLUDING, BUT NOT LIMITED TO, MOISTURE IN THE HOME, DE-LAMINATION OF FLOOR DECKING, BUCKLING OF WALLS AND FLOORS, WARPAGE THAT WILL MAKE DOORS AND WINDOWS NOT OPERATE PROPERLY, FAILURE OF ANCHORS TO HOLD THE HOME AS INTENDED, AND EVEN SERIOUS STRUCTURAL DAMAGE.**

\_\_\_\_\_  
consumer's signature

\_\_\_\_\_  
consumer's signature

\_\_\_\_\_  
type or print name

\_\_\_\_\_  
type or print name

\_\_\_\_\_  
date

\_\_\_\_\_  
date



(34) Sample of Statement of Ownership and Location.



(35) Application for License Renewal (other than a salesperson).

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

(800) 500-7074, (512) 475-2200 FAX (512) 475-3506

Pursuant to the Texas Manufactured Housing Standards Act, Chapter 1201 of the Occupations Code  
Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

**APPLICATION FOR LICENSE RENEWAL (OTHER THAN SALESPERSONS)**

Renew your license in one of 3 ways:

- **NEW! Renew online using a credit card or electronic check.** For eligibility requirements and other information, visit us on the web at [www.tdhca.state.tx.us/mh/industry-info.htm](http://www.tdhca.state.tx.us/mh/industry-info.htm). Please help us improve by completing the survey afterward.
- Complete this application and mail it with the renewal fee and proof that you completed the continuing education to: TDHCA, P.O. Box 12489, Austin, Texas 78711-2489
- Deliver in person this completed application with the fee to MHD on the 1<sup>st</sup> floor at: 221 East 11<sup>th</sup> Street, Austin, Texas

**BLOCK 1: Applicant Information (Please type or print clearly.)**

License Number: \_\_\_\_\_ Current Business Name: \_\_\_\_\_  
 Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Current Mailing Address: \_\_\_\_\_  
 City/State/ZIP: \_\_\_\_\_

Has there been a business name change that you have not yet reported to TDHCA?  Yes  No  
**If yes, you must submit acceptable evidence that your bond covers the changes.**

Has there been any change in location that you have not yet reported to TDHCA?  Yes  No  
**If yes, you must submit acceptable evidence that your bond covers the changes.**

Has there been any change in corporate officers that you have not yet reported to TDHCA?  Yes  No  
**If yes, please list name(s) and date(s) of birth on the back of this page.**

Have you, or a corporate officer or partner, been convicted in Texas or any other state of any felony or misdemeanor offense, other than a class c misdemeanor for a traffic violation, in the last 12 months?  Yes  No  
**If yes, please visit our website or contact our office to obtain a *Criminal Conviction Affidavit*, which you must complete and submit with this application.**

Are you in arrears on any taxes owed the State of Texas?  Yes  No  
**If yes, please call Tax Assistance at (512) 463-4600 or 1-800-252-5555.**

Are you in arrears on a guaranteed student loan?  Yes  No  
**If yes, please call the Guaranteed Student Loan Corporation at (512) 835-1900.**

**BLOCK 2: License Type and Fees**

<b>Please check one:</b>	<input type="checkbox"/> Retailer (R)	\$550	<input type="checkbox"/> Retailer/Installer (RI)*	\$900
	<input type="checkbox"/> Broker (B)	\$350	<input type="checkbox"/> Retailer/Broker/Installer (RBI)*	\$1250
	<input type="checkbox"/> Installer (I)*	\$350	<input type="checkbox"/> Salvage Rebuilder (S)	\$550
	<input type="checkbox"/> Retailer/Broker (RB)	\$900	<input type="checkbox"/> Manufacturer (M)	\$850

\* Installers must have a current certificate of insurance on file or submit it with this notice.

**BLOCK 3: Certification**

With knowledge of the penalties for false statements, I certify that to the best of my knowledge all information submitted on this application and on all attached documents is true and correct.

\_\_\_\_\_  
 Printed Name and Title ( ) - \_\_\_\_\_ Signature of Owner or Corporate Officer  
 Phone Number Date

**Department Use Only:**  License Renewal Fee Received Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

(36) Right of Rescission Waiver Form.

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

RIGHT OF RESCISSION WAIVER

This form may be used ONLY in the event that the consumer determines that the purchase of a manufactured home is needed to meet a bona fide personal emergency. A bona fide personal emergency exists under the following circumstances:

- A county in which the consumer currently resides or in which the consumer has recently resided is declared by the governor to be a major disaster area.
It has been less than one year since the county identified below was declared a major disaster area.

In order to waive right of rescission, the consumer MUST complete the following requirements:

- This form has been completed in its entirety with all required information.
This form is signed by all of the consumers entitled to the disclosures and right of rescission.

BLOCK 1: Major Disaster Area Declaration Information (Required)

County declared by the governor to be a major disaster area: \_\_\_\_\_

Date on which the specified declaration was made: \_\_\_\_\_

BLOCK 2: Statement of Facts (Required)

Please provide a written statement in the space below that describes the bona fide personal emergency that necessitates the immediate purchase of the manufactured home.

BLOCK 3: Signatures (Required)

I, the undersigned, do hereby certify that the information provided herein is true and correct and that I have elected to modify or waive the right to rescind and the deadlines for disclosures as follows (check only one box):

- WAIVE the right to rescind and the deadlines for disclosures before the execution of the contract that are provided by Occ. Code 1201.164(a).
MODIFY the right to rescind and/or the deadlines for disclosures as follows (each modification MUST be specified):

\_\_\_\_\_

(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

(37) List of Unlicensed Installers.

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)

**LIST OF UNLICENSED INSTALLERS  
 PERFORMING INSTALLATION FUNCTIONS FOR A  
 LICENSED INSTALLER**  
*(Please type or print clearly.)*

**IMPORTANT NOTICE!**

**Pursuant to Section 1201.102(a), A licensed installer may employ unlicensed person to assist in performing installation functions provided that the licensed installer maintain a list of the persons so employed. The director may issue an order to prohibit a person who is not licensed as an installer from performing installation functions under the oversight of a licensed installer.**

	Full name of employee	Home ID and Physical Address of Home	Date of Installation
1.		Label/Serial #: Physical Address: City/State/Zip	
2.		Label/Serial #: Physical Address: City/State/Zip	
3.		Label/Serial #: Physical Address: City/State/Zip	
4.		Label/Serial #: Physical Address: City/State/Zip	
5.		Label/Serial #: Physical Address: City/State/Zip	
6.		Label/Serial #: Physical Address: City/State/Zip	

\_\_\_\_\_  
*Printed Name of Installer*

\_\_\_\_\_  
*Signature of Installer*

\_\_\_\_\_  
*Date*