



Texas Department of Housing and Community Affairs Manufactured Housing Board Meeting September 19, 2025

Ronnie Richards, Chair

Jim Brady, Member

Joe Christian, Member

Joe Gonzalez, Member

Keith C. Thompson, Member

Texas Department of Housing and Community Affairs
Manufactured Housing Board Meeting
September 19, 2025

ROLL CALL

	<u>Present</u>	<u>Absent</u>
Ronnie Richards, Chair	_____	_____
Jim Brady, Member	_____	_____
Joe Christian, Member	_____	_____
Joe Gonzalez, Member	_____	_____
Keith C. Thompson, Member	_____	_____
Number Present	_____	
Number Absent		_____

_____, Presiding Officer

MANUFACTURED HOUSING BOARD MEETING
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
George H.W. Bush State Office Building, Room 11.102
1801 Congress Ave., Austin, Texas 78701
September 19, 2025 10:30 a.m.

AGENDA

CALL TO ORDER, ROLL CALL

Chair

CERTIFICATION OF QUORUM

Chair

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

ACTION ITEMS

Item 1.	Consideration and action to approve the minutes of the board meeting on October 25, 2024.	Chair
Item 2.	Presentation, discussion and action to approve the FY 2026 Operating Budget. <i>Public Comment (Speakers limited to 3 minutes per person)</i>	Greg Crowe
Item 3.	Presentation, discussion and action to approve the execution of amendment to the Administrative Services Agreement for FY 2026 between the Manufactured Housing Division and TDHCA. <i>Public Comment (Speakers limited to 3 minutes per person)</i>	Greg Crowe
Item 4.	Presentation, discussion and action to approve proposed amendments to 10 Texas Administrative Code, Chapter 80 for publication as proposed in the Texas Register for public comment. <i>Public Comment (Speakers limited to 3 minutes per person)</i>	Jim Hicks
Item 5.	Presentation, discussion and action to approve adoption of revisions to the Application for Statement of Ownership, Application for Statement of Ownership for Disaster Relief Housing, issued Statement of Ownership to include section for Beneficiary Designation, and a new Affidavit of Fact for Beneficiary Designation. <i>Public Comment (Speakers limited to 3 minutes per person)</i>	Jim Hicks
Item 6.	Presentation, discussion and action concerning TDHCA, Manufactured Housing Division v. Austin Mobile Home Company, LLC d/b/a Falcon Ranch Homes in the Matter of the complaint, Docket Number: 332-25-13832.MHD. <i>The Board may go into executive session for consultation with attorney on the above order pursuant to Sec. 551.071, Texas Government Code.</i> <i>Public Comment (Speakers limited to 3 minutes per person)</i>	Amy Jones
Item 7.	The Board will discuss Personnel Matters relating to the executive director's compensation pursuant to Sec. 551.074, Texas Government Code. <i>The Board may go into executive session to discuss Personnel Matters relating to the executive director's compensation pursuant to Sec. 551.074, Texas Government Code.</i> <i>Public Comment (Speakers limited to 3 minutes per person)</i>	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.

REPORT ITEMS

1. Executive Director's Report to include issues relating to operations, budget and performance of the Manufactured Housing Division.

Jim Hicks

PUBLIC COMMENT (Speakers limited to 3 minutes per person)

Chair

EXECUTIVE SESSION

Chair

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

- (a) If necessary, the Board will go into executive session to discuss Personnel Matters relating to the executive director's compensation 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.texas.gov or contact Sharon Choate, TDHCA/MHD, 1801 Congress, Suite 11.400, Austin, Texas 78701, 512-475-2206, sharon.choate@tdhca.texas.gov.

Individuals who require auxiliary aids, services or translators for this meeting should contact Sharon Choate, at 512-475-2206 or Relay Texas at 1-800-735-2989 at least two days before the meeting so that appropriate arrangements can be made.

MINUTES OF THE REGULAR MEETING OF THE MANUFACTURED HOUSING BOARD

On Friday, October 25, 2024, at 10:30am, there was a regular meeting of the Manufactured Housing Board (the "Board") held at the Stephen F. Austin Building, Board Room 170, 1700 N. Congress Avenue, Austin, Texas. Ronnie Richards presided. Joe Gonzalez and Keith Thompson constituting a quorum, attended. Jason Denny and Sylvia Guzman were absent. The following Manufactured Housing Division (the "MHD") staff attended: Jim Hicks, Amy Jones, Eric Franklin, Amanda Brueschke and Sharon Choate.

Ronnie Richards called the roll and confirmed the presence of a quorum.

Ronnie Richards asked for a motion to approve the minutes from the board meeting on May 31, 2024. Upon motion of Keith Thompson and duly seconded by Joe Gonzalez, the motion was unanimously approved.

Kassu Asfaw presented the FY 2025 Operating Budget to the board and recommended approval. Upon motion of Joe Gonzalez and duly seconded by Keith Thompson, the FY 2025 Operating Budget was unanimously approved.

Kassu Asfaw presented the FY 2026 – 2027 Legislative Appropriations Request and recommended approval. Upon motion of Keith Thompson and duly seconded by Joe Gonzalez, the Legislative Appropriations Request was unanimously approved.

Kassu Asfaw presented the FY 2025 Administrative Services Agreement between the Manufactured Housing Division and TDHCA and recommended approval. Upon motion of Joe Gonzalez and duly seconded by Keith Thompson, the agreement was unanimously approved.

The board discussed the executive director's compensation, and a motion was made by Keith Thompson to increase the executive director's classification to Director VII at \$219,407 per year and duly seconded by Joe Gonzalez, the motion was unanimously approved.

Jim Hicks delivered the Executive Director's Report.

The board did not go into an executive session.

There being no further business to come before the board, the meeting was adjourned at 11:12am.

Sharon Choate, Secretary

Approved:

Ronnie Richards, Presiding Chair

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

Texas Department of Housing and Community Affairs
Manufactured Housing Division
Operating Budget For FY 2026

Agenda Action Item No. 2

D R A F T

Categories	FY 26 Budget (a)	FY 25 Budget (b)	Variance (a-b)	Percentage Change
Salaries and Wages	4,595,704	4,869,201	-273,497	-6%
Payroll Related Costs	1,170,000	950,000	220,000	23%
Travel In-State	340,000	300,000	40,000	13%
Home Owner Consumer Claims (Rider # 12)	100,000	300,000	-200,000	-67%
Professional Fees	20,500	357,135	-336,635	-94%
Materials and Supplies	107,700	197,949	-90,249	-46%
Repairs/Maintenance	57,350	180,000	-122,650	-68%
Printing and Reproduction	5,150	30,000	-24,850	-83%
Rental/Lease (Building and Copy Machine)	12,450	22,900	-10,450	-46%
Membership Dues	250	1,100	-850	-77%
Staff Development	500	53,000	-52,500	-99%
Insurance and Employee Bonds	42,000	0	42,000	0%
Texas Online	0	19,120	-19,120	-100%
Employee Tuition	0	1,000	-1,000	-100%
Advertising	0	1,000	-1,000	-100%
Freight/Mail Delivery	7,675	50,884	-43,209	-85%
Temporary Help	0	60,000	-60,000	-100%
Furniture/Equipment	5,000	70,000	-65,000	-93%
Communications/Utilities	61,700	80,000	-18,300	-23%
Capital Outlay - Computers/Server	10,000	40,800	-30,800	-75%
State Office of Risk Management	5,500	10,000	-4,500	-45%
Subtotal	6,541,479	7,594,089	-1,052,610	-14%
Indirect Support	512,127	512,127	0	0%
Capital Expenditures	418,465	0	418,465	0%
Total Manufactured Housing *	7,472,071	8,106,216	\$ (634,145)	-8%
FTE's	59	64	(5.00)	-8%
Method of Finance:				
General Revenue	19,120	19,120	0	0%
Appropriated Receipts	6,732,951	7,865,096	(1,132,145)	-14%
Federal Funds	720,000	222,000	498,000	224%
Total Method of Finance	\$ 7,472,071	\$ 8,106,216	\$ (634,145)	-8%

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

1. \$ 5,371,479- Total Direct Strategy Expenses
 2. \$ 1,170,000 - Payroll related costs - an indirect appropriation, which is a state-wide allocation by the Comptroller;
 3. \$ 512,127 - Administrative Support costs - an indirect appropriation, which is the MH's service contract fees with TDHCA.
 4. \$418,465 - Capital Budget Expenditures - Data Management, Laptop/Server/Software Replacement, Disaster Recovery, CAPPS Annual Maintenance
- \$7,472,071**

Texas Department of Housing and Community Affairs
Manufactured Housing Division
Operating Budget Allocation to Direct Strategies
For FY 2026

Description	Expenditures	E.1.1. SO & Licensing	E.1.2. Inspections	E.1.3. Enforcement	E.1.4. Texas Online	Total Budget
Salaries and Wages	\$ 4,595,704	2,412,745	1,557,944	625,016		\$ 4,595,704
Payroll Related Costs	1,170,000	614,250	396,630	159,120	-	1,170,000
Travel In-State	340,000	178,500	115,260	46,240	-	340,000
Home Owner Consumer Claims (Rider # 12)	100,000	0	0	100,000	-	100,000
Professional Fees	20,500	10,763	6,950	2,788	-	20,500
Materials and Supplies	107,700	56,543	36,510	14,647	-	107,700
Repairs/Maintenance	57,350	30,109	19,442	7,800	-	57,350
Printing and Reproduction	5,150	2,704	1,746	700	-	5,150
Rental/Lease (Building and Copy Machine)	12,450	6,536	4,221	1,693	-	12,450
Membership Dues	250	131	85	34	-	250
Staff Development	500	263	170	68	-	500
Insurance and Employee Bonds	42,000	22,050	14,238	5,712	-	42,000
Texas Online	0	0	0	0	-	0
Employee Tuition	0	0	0	0	-	0
Advertising	0	0	0	0	-	0
Freight/Mail Delivery	7,675	4,029	2,602	1,044	-	7,675
Temporary Help	0	0	0	0	-	0
Furniture/Equipment	5,000	2,625	1,695	680	-	5,000
Communications/Utilities	61,700	32,393	20,916	8,391	-	61,700
Capital Outlay - Computers/Server	10,000	5,250	3,390	1,360	-	10,000
State Office of Risk Management	5,500	2,888	1,865	748	-	5,500
	6,541,479	\$ 3,381,776	\$ 2,183,661	\$ 976,041	\$ -	\$ 6,541,479

FTE's	59	31	20	8	59
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Method of Finance Direct Costs:

	General Revenue	Appropriated Receipts	Federal Funds	Total
Strategy One	3,381,776	0	0	3,381,776
Strategy Two	2,183,661	0	514,286	2,183,661
Strategy Three	976,041	0	205,714	976,041
Strategy Four	0	19,120	0	19,120
\$	6,541,479	\$ 19,120	\$ 5,821,479	\$ 720,000
				6,560,599

Administrative Support:

	F.1.1.	F.1.2.	F.1.3.	Total
Financial Administration	179,075	94,014	60,706	179,075
Information Resource Technologies	174,506	91,616	59,158	174,506
Operating Support	158,546	83,237	53,747	158,546
\$	512,127	\$ 268,867	\$ 173,611	\$ 69,649
				\$ 512,127

Capital Budget:

	F.1.1.	F.1.2.	F.1.3.	Total
Capital Expenditures	29,641	10,374	10,078	29,641
Other Operating Expense	142,612	49,914	48,488	142,612
Professional Fees and Services	246,212	86,174	83,712	246,212
\$	418,465	\$ 146,462	\$ 142,278	\$ 129,725
				\$ 418,465

Method of Finance Indirect Costs:

Appropriated Receipts	\$ 930,592	\$ 415,329	\$ 315,889	\$ 199,374	\$ 930,592
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Texas Department of Housing and Community Affairs
Manufactured Housing Division
Budget Category Glossary

Category	Description
Direct Costs	
Salaries and Wages	Salaries of classified and non-classified individuals, Paid Leave, Merit Increases
Payroll Related Costs	MH Portion of Social Security, Insurance, Retirement
Travel In-State	Mileage, Lodging, Meals, Car Rentals, Incidentals
Home Owner Consumer Claims (Rider # 12)	Remedies for damages caused by the misconduct of a licensed manufactured housing professional
Professional Fees	Conference Registration Fees, Employee Training, Court Costs, Consultants
Materials and Supplies	Consumables, Furnishings, Computer Software
Repairs/Maintenance	Computer Equipment, Software, Printers
Printing and Reproduction	Reproduction and Printing Services
Rental/Lease (Building and Copy Machine)	Copy Machine, Building N/A
Membership Dues	Annual Dues to Professional Organizations
Staff Development	Higher Education Development Fees
Insurance and Employee Bonds	Surety Bond Premiums approved by State Office of Risk Management
Texas Online	Convenience Fee for using State Electronic Internet Portal
Employee Tuition	Tuition to Institutions of Higher Education
Advertising	Classifieds, Internet, Radio
Freight/Mail Delivery	Delivery Services, Air Express, Parcels
Temporary Help	Temp Agencies
Furniture/Equipment	Office Needs, Desks, Chairs
Communications/Utilities	Cellular Phone Monthly Charges, Data Plans, Telecommunications
Capital Outlay - Computers/Server	Computer Peripherals, Phones, Printers
State Office of Risk Management	Insurance Premiums
Indirect Costs	
Administrative Support	TDHCA Executive Office, Internal Audit, Public Affairs, HR, Facilities, Information Systems
Payroll Benefits	MH Portion of Social Security, Insurance, Retirement
Capital Budget Expenditures	Laptops, Desktops, Server HW and SW, Data Management, Access Database, Disaster Recovery, CAPPs Annual Maint

Manufactured Housing Division
Revenue Summary and Projections

FEE TYPE	FY 2026 Projected (c)	FY 2025 Act. (d)	Variance (c-d)	Percentage Change
Training	150,000	148,700	1,300	1%
SOL - Titles	3,800,000	3,793,651	6,349	0%
Licenses	1,111,000	1,110,517	483	0%
Inspections	1,812,000	1,812,021	(21)	0%
Admin. Penalties	55,000	54,925	75	0%
Filing of Records	1,000	500	500	0%
Reimbursement - Claims	55,000	55,105	(105)	0%
Returned Check Charge	6,000	5,530	470	0%
	6,990,000	6,980,949	9,051	0%
Federal Fund	720,000	753,293		
Total	\$ 7,710,000	\$ 7,734,242	\$ 9,051	0%

*** Note: The assumptions for FY 2026 revenues use the actuals for FY 2025 and modified historical trends.**

Texas Department of Housing and Community Affairs
Manufactured Housing Division
Budget and Expense Status
September 1, 2024- August 31, 2025
For FY 2025

Budget Categories	2025 Annual Budget (a)	2025 Act Expenses Sep - Aug (b)	Remaining Budget As of August (a-b)	Remaining Budget Not Used %
Salaries and Wages	\$ 4,869,201	\$ 4,826,611	42,590	1%
Payroll Related Costs	950,000	1,140,000	-190,000	-20%
Travel In-State	300,000	338,709	(38,709)	-13%
Home Owner Consumer Claims (Rider # 12)	300,000	54,900	245,100	82%
Professional Fees	357,135	6,979	350,156	98%
Materials and Supplies	197,949	98,713	99,236	50%
Repairs/Maintenance	180,000	68,432	111,568	62%
Printing and Reproduction	30,000	4,445	25,555	85%
Rental/Lease	22,900	12,543	10,357	45%
Membership Dues	1,100	263	837	76%
Staff Development	53,000	495	52,505	99%
Insurance and Employee Bonds	0	41,054	(41,054)	0%
Texas Online	19,120	0	19,120	100%
Employee Tuition	1,000	0	1,000	100%
Advertising	1,000	0	1,000	100%
Freight/Mail Delivery	50,884	34,173	16,711	33%
Temporary Help	60,000	0	60,000	100%
Furniture/Equipment	70,000	27,648	42,352	61%
Communications/Utilities	80,000	69,294	10,706	13%
Capital Outlay	40,800	0	40,800	100%
State Office of Risk Management	10,000	5,012	4,988	50%
Total Manufactured Housing	\$ 7,594,089	\$ 6,729,271	\$ 864,818	11%

Exhibit A

Manufactured Housing Administrative Support Schedule For Fiscal Year 2026

	FTE's	Salaries	Payroll Related Costs	Total
Support:				
Executive Office	0.10	\$ 11,653	\$ 2,680	\$ 14,333
Internal Audit	0.40	26,740	6,150	32,890
Policy and Public Affairs	0.22	18,436	4,240	22,676
Human Resources	0.40	24,410	5,614	30,024
Purchasing and Facilities Management	0.90	47,659	10,962	58,621
Information Systems	2.08	141,875	32,631	174,506
Financial Administration:				-
Director, Financial Administration	0.10	10,175	2,340	12,515
Payroll	0.20	12,982	2,986	15,968
Accounting Manager	0.15	14,245	3,276	17,521
Travel	0.50	26,702	6,141	32,843
Payables	0.45	26,329	6,056	32,385
Program Accountant	1.00	55,158	12,686	67,844
Total Support, Manufactured Housing	6.50	\$ 416,364	\$ 95,762	\$ 512,127

Agenda Action Item No. 3

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

This Administrative Services and Cost Reimbursement Agreement ("Agreement") is made effective as of September 1, 2025 by and between the **Texas Department of Housing and Community Affairs**, a public and official department of the State of Texas ("TDHCA"), and the **Manufactured Housing Division** of TDHCA.

RECITALS:

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

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

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

1. ADMINISTRATIVE SERVICES AND REIMBURSEMENT OF OPERATING COSTS

1.1 Scope of Services

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

2. TERM

2.1 Term

This Agreement shall be effective September 1, 2025 and shall continue in full force and effect until August 31, 2026, unless sooner terminated pursuant to Section 4.1 of this Agreement.

3. ADMINISTRATIVE SERVICES FEES AND COST REIMBURSEMENTS

3.1 Reimbursement to TDHCA for Operating Costs

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

3.2 Payments to TDHCA for Services

As compensation for the Services performed by TDHCA personnel pursuant to this Agreement, TDHCA shall be paid a total annual amount not to exceed \$512,127.00. Monthly payments of \$56,903.00 shall be made by the MH Division starting on December 1, 2025 and continuing for nine consecutive months through August 1, 2026.

4. TERMINATION OF AGREEMENT

4.1 Early Termination

Either party and, the duly constituted MH Board contemplated by Chapter 2306 once appointed, may terminate this Agreement prior to the August 31, 2026 term provided in Section 2.1 upon 30 days' written notice to the other party. Administrative fees due for Services provided up to and including the date of such early termination shall be prorated and shall be payable in full to TDHCA upon such early termination. If this Agreement is terminated by the MH Board, TDHCA agrees to take all actions necessary to deliver to the MH Board possession or control of all books, records, and property of the MH Division in TDHCA's possession in an orderly manner and without interruption of the MH Division's business.

5. FORCE MAJEURE

5.1 Force Majeure

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

6. MISCELLANEOUS

6.1 Notices

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

If to TDHCA to:

Texas Department of Housing and Community Affairs
221 E. 11th Street, Third Floor
Austin, Texas 78701
ATTENTION: Bobby Wilkinson, TDHCA Executive Director
Bobby.Wilkinson@tdhca.texas.gov
FAX: (512) 469-9606

If to the Manufactured Housing Division to:

Manufactured Housing Division
1801 Congress Avenue, Suite 11.400
Austin, Texas 78701
ATTENTION: Jim Hicks, MH Division, Executive Director
James.Hicks@tdhca.texas.gov
FAX: (512) 475-0495

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

6.2 Entire Agreement

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

6.3 Assignment

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

6.4 Governing Law

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

6.5 No Waiver

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

6.6 Partial Invalidity

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

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

6.7 Time

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

6.8 Jurisdiction and Venue

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

6.9 Section Headings

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

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of September 1, 2025.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Bobby Wilkinson
Executive Director

MANUFACTURED HOUSING DIVISION

By: _____
Jim R. Hicks
Executive Director

MEMBERS OF THE TEXAS MANUFACTURED HOUSING BOARD:

Ronnie Richards, Chair

Joe Gonzalez, Member

Jim Brady, Member

Keith C. Thompson, Member

Joe Christian, Member

ADMINISTRATIVE SERVICES AGREEMENT AND COST REIMBURSEMENT AGREEMENT

Exhibit A

Manufactured Housing Administrative Support Schedule Fiscal Year 2026

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

Agenda Action Item No. 4

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

The Manufactured Housing Division of the Texas Department of Housing and Community Affairs (the "Department") proposes to amend 10 Texas Administrative Code, Chapter 80, §§ 80.31 and 80.32 relating to the regulation of the manufactured housing program. The rule revisions are for clarification purposes.

10 Tex. Admin. Code § 80.31(c) is amended to remove an inaccurate reference to having the data plate on the reverse side of the Manufacturer's Certificate of Origin (MCO).

10 Tex. Admin. Code § 80.32(n) is amended to provide clarification regarding not accepting any document that is executed in blank or allow any alteration to a completed document without the consumer initialing.

Jim R. Hicks, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, has determined that for the first five-year period that the proposed rules are in effect there will be no fiscal implications for state or local government as a result of enforcing or administering these sections. There will be no effect on small or micro-businesses because of the proposed amendments. The amendments will not cause the loss of any business opportunities or have an adverse effect on the businesses. There are no additional anticipated economic costs to persons who are required to comply with the proposed rules.

Mr. Hicks also has determined that for each year of the first five years that the proposed rules are in effect the public benefit for enforcing the amendments will be to maintain the necessary resources required to improve the general welfare and safety of purchasers of manufactured housing in this state as per §1201.002 of the Manufactured Housing Standards Act.

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

Mr. Hicks has also determined that for each of the first five years the proposed rules are in effect would not have a large government growth impact. The proposed rules do not create or eliminate a government program. Implementation of the proposed rules does not require the creation of new employee positions or the elimination of existing employee positions. Implementation of the proposed rules do not require the increase or decrease in future legislative appropriations to the agency. The proposed rules do not create a new regulation. The proposed rules do not expand, limit, or repeal an existing regulation. The proposed rules do not increase or decrease the number of individuals subject to the rules applicability. The proposed rules do not positively or adversely affect this states economy. This statement is made pursuant to the Administrative Procedure Act, Texas Government Code, § 2001.0221.

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

Comments may be submitted to Mr. Jim R. Hicks, Executive Director of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs, P. O. Box 12489, Austin, Texas 78711-2489 or by e-mail at mhproposedrulecomments@tdhca.texas.gov. The deadline for comments is no later than 30 days from the date that these proposed rules are published in the *Texas Register*.

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

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

Proposed Manufactured Housing Rules

Administrative Rules of the Texas Department of Housing and Community Affairs

10 Texas Administrative Code, Chapter 80

§80.31. Manufacturers' Responsibilities and Requirements.

- (a) – (b) No change.
- (c) A manufacturer shall use the Manufacturer's Certificate of Origin (MCO) prescribed by the Department set forth on the Department's website for homes sold to retailers in Texas, ~~on the reverse side of which shall be the data plate.~~
- (d) – (e) No change.

§80.32. Retailers' Responsibilities and Requirements.

- (a) – (m) No change.
- (n) Notwithstanding the date of sale, transfer, or ownership change; or the date of installation on the application for a Statement of Ownership, 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.
- (o) – (w) No change.

Agenda Action Item No. 5(a)

The following is the proposed Application for Statement of Ownership with and without markups showing the revisions.

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.texas.gov/mhd

APPLICATION FOR STATEMENT OF OWNERSHIP

The filing of an application for the issuance of a Statement of Ownership 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

Type of Transaction (Home cannot be selected as Personal and Real Property)		Type of Handling (Check One)	(For Department Use Only) Coding: Lien on file: Y / N Right of Survivorship: Y / N Texas Seal Purchase: Y / N For Section(s) 1 2 3 4
Personal Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Lien Assignment <input type="checkbox"/> Convert back to Personal Property <input type="checkbox"/> Beneficiary Designation/Revocation <input type="checkbox"/> Other: _____	Real Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Other _____	<input type="checkbox"/> Process application in the normal 15 working days. A payment of \$55 per transaction is required (total amount can be combined into one payment). <input type="checkbox"/> Process application within 5 working days from receipt. <u>An additional \$55 service fee</u> must be added to the total payment to have the application processed within 5 working days from receipt.	

BLOCK 2(a): Home Information (required)

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

Sections	Label/Seal Number	Complete Serial Number	Weight	Size*	
Section 1:				X	* NOTE: Size must be reported as the outside dimensions (<u>length and width</u>) 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	

2(b)	DOES HOME HAVE A HUD LABEL OR TEXAS SEAL ATTACHED TO THE OUTSIDE OF THE HOME? Yes <input type="checkbox"/> No <input type="checkbox"/> If there is/are no HUD Label(s) or Texas Seal(s) on your home, a Texas Seal will need to be purchased and will be issued to each section of your home at an additional cost of \$35.00 per section. Indicate which section(s) need(s) Texas Seal: Section One <input type="checkbox"/> Section Two <input type="checkbox"/> Section Three <input type="checkbox"/> Section Four <input type="checkbox"/>
-------------	--

BLOCK 3: Home Location (required)

Physical Location of Home: (or 911 address)	_____ <i>Physical Address (cannot be a Rt. or P. O. Box)</i> _____ <div style="display: flex; justify-content: space-between;"> City State ZIP County </div>		
Was Home Moved for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, include a copy of moving permit.			
Was Home Installed for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If installed, date installed: _____ If yes, provide installer information below, if known.			
Installer Name and address:		_____	
Installer Phone Number:		Installer License Number:	_____

BLOCK 4: Ownership Information (required)

4(a) Seller(s) or Transferor(s)		4(b) 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 (include area code)		Daytime Phone Number (include area code)	
4(c)	Is this transaction a sale? Yes <input type="checkbox"/> No <input type="checkbox"/>		
4(d)	Date of sale, transfer or ownership change:		

HUD Label #:	Serial #:	GF# (for title co.):	
BLOCK 5: Right of Survivorship or Beneficiary Designation			
<p><i>If joint owners desire right of survivorship, check the applicable box below:</i></p> <p><input type="checkbox"/> <u>Married couple</u> 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.</p> <p><input type="checkbox"/> Joint owners are <u>other than</u> married couple, 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.</p> <p><i>If Beneficiary Designation is being made or changed, please check below: (THIS IS ONLY FOR PERSONAL PROPERTY)</i></p> <p><input type="checkbox"/> All Owners would like to elect a Beneficiary Designation or change a current Beneficiary Designation and have attached a completed Affidavit of Fact Beneficiary Designation, Revocation or Change.</p>			
BLOCK 6: Election - Purchaser(s)/Transferee(s)/Owner(s) check one election type			
<p>All manufactured housing is titled as Personal Property, unless elected as:</p> <p><input type="checkbox"/> Real Property – I (we) elect to treat this home as real property as (one box must be checked):</p> <p style="margin-left: 40px;"> <input type="checkbox"/> I (we) own the real property that the home is attached to. <input type="checkbox"/> I (we) have a qualifying long-term lease for the land that the home is attached to. <input type="checkbox"/> The applicant or their authorized representative is the holder or servicer of the loan. </p> <p>I (We) understand that the home will not be considered to be real property until a certified copy of the Statement of Ownership 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.</p> <p>Please attach a legal description of the real property to this application (Example: Exhibit A, Deed or Title Commitment).</p> <p>If a title company, list your file or GF #: _____</p> <p><input type="checkbox"/> Inventory – (FOR RETAILER USE ONLY) Retailer license number must be provided in Block 4b if this election is checked.</p>			
BLOCK 7: To Designate a Home as Business Use, Non-Residential, or Salvage			
<p>If home WILL NOT be used for residential use, indicate its designated use:</p> <p><input type="checkbox"/> <i>Business Use</i> (means the use of a manufactured home in conjunction with operating a business, for a purpose other than as a permanent or temporary residential dwelling)</p> <p style="margin-left: 40px;"><input type="checkbox"/> Purchaser intends for a person to be present in the home for regularly scheduled work shifts of not less than eight hours each day.</p> <p><input type="checkbox"/> <i>Non-Residential Use Other than Business Use or Salvage</i> (means use of a manufactured home for a purpose other than as a permanent or temporary residential dwelling)</p> <p><input type="checkbox"/> <i>Salvage</i> (For purposes of Chapter 1201 of the Standards Act, a manufactured home is salvaged if the home is scrapped, dismantled, or destroyed or if an insurance company pays the full insured value of the home.) A salvaged home may only be sold to or rebuilt by a licensed Retailer (subject to inspection and approval prior to construction).</p>			
BLOCK 8(a): Liens:	Will there be any liens on the home (other than a tax lien)? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the below lien information.		
BLOCK 8(b): Lien Information			
Date of First Lien:		Date of Second Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/Zip:		City/State/Zip:	
Daytime Phone:		Daytime Phone:	
BLOCK 9: Special Mailing Instructions			
<p>IF a copy of a Statement of Ownership 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.</p>		Name:	
		Company:	
		Mailing Address:	
		City, State, Zip:	
		Area Code/Phone:	
		Email:	
BLOCK 10: Signatures Required (Notarization is Optional)			
10(a) Signatures of each seller/transferor		10(b) Signatures of each purchaser/transferee or owner	
<p>_____ Signature of owner or authorized seller</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____ Signature of Notary SEAL</p>		<p>_____ Signature of purchaser/transferee or owner</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____ Signature of Notary SEAL</p>	
<p>_____ Signature of owner or authorized seller</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____ Signature of Notary SEAL</p>		<p>_____ Signature of purchaser/transferee or owner</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> <p>_____ Signature of Notary SEAL</p>	
10(c) For Lien Assignments Only			
<p>_____ Signature of authorized representative for previous lienholder</p>		<p>_____ Signature of authorized representative for new lender</p>	

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

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BLOCK 1: Transaction Identification

Type of Transaction (Home cannot be selected as Personal and Real Property)		Type of Handling (Check One)	(For Department Use Only) Coding: Lien on file: Y / N Right of Survivorship: Y / N Texas Seal Purchase: Y / N For Section(s) 1 2 3 4
Personal Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Lien Assignment <input type="checkbox"/> Convert back to Personal Property <input type="checkbox"/> Beneficiary Designation/Revocation <input type="checkbox"/> Other: _____	Real Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Update <input type="checkbox"/> Other: _____	<input type="checkbox"/> Process application in the normal 15 working days. A payment of \$55 per transaction is required (total amount can be combined into one payment). <input type="checkbox"/> Process application within 5 working days from receipt. An additional \$55 service fee must be added to the total payment to have the application processed within 5 working days from receipt.	

BLOCK 2(a): Home Information (required)

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

Sections	Label/Seal Number	Complete 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	

2(b) DOES HOME HAVE A HUD LABEL OR TEXAS SEAL [ATTACHED TO THE OUTSIDE OF THE HOME](#)? Yes ☐ No ☐
 If there is/are no HUD Label(s) or Texas Seal(s) on your home, a Texas Seal will need to be purchased and will be issued to each section of your home at an additional cost of \$35.00 per section.
 Indicate which section(s) need(s) Texas Seal: Section One ☐ Section Two ☐ Section Three ☐ Section Four ☐

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? Yes ☐ No ☐ If yes, include a copy of moving permit.
 Was Home Installed for this sale? Yes ☐ No ☐ If installed, date installed: _____ If yes, provide installer information below, if known.

Installer Name and address and phone:			
Installer Phone Number:		Installer License Number:	

BLOCK 4: Ownership Information (required)

4(a) Seller(s) or Transferor(s)	4(b) Purchaser(s), Transferee(s), or Owner(s)
Name _____ License # if Retailer: _____ Name _____ Mailing Address _____ City/State/Zip _____ Daytime Phone Number (include area code) _____	Name _____ License # if Retailer: _____ Name _____ Mailing Address _____ City/State/Zip _____ Daytime Phone Number (include area code) _____
4(c)	Is this transaction a sale? Yes <input type="checkbox"/> No <input type="checkbox"/>
4(d)	Date of sale, transfer or ownership change: _____

HUD Label #:	Serial #:	GF# (for title co.):	
BLOCK 5: Right of Survivorship or Beneficiary Designation (if no box is checked, joint owners will NOT have right of survivorship)			
<p><i>If joint owners desire right of survivorship, check the applicable box below:</i></p> <p><input type="checkbox"/> <u>Married couple</u> 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.</p> <p><input type="checkbox"/> Joint owners are <u>other than</u> married couple, 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.</p> <p><i><u>If Beneficiary Designation is being made or changed, please check below: (THIS IS ONLY FOR PERSONAL PROPERTY)</u></i></p> <p><input type="checkbox"/> <u>All Owners would like to elect a Beneficiary Designation or change a current Beneficiary Designation and have attached a completed Affidavit of Fact Beneficiary Designation, Revocation or Change form.</u></p>			
BLOCK 6: Election - Purchaser(s)/Transferee(s)/Owner(s) check one election type			
<p>All manufactured housing is titled as Personal Property, unless elected as:</p> <p><input type="checkbox"/> Real Property – I (we) elect to treat this home as real property as (one box must be checked):</p> <div style="margin-left: 40px;"> <input type="checkbox"/> I (we) own the real property that the home is attached to. <input type="checkbox"/> I (we) have a qualifying long-term lease for the land that the home is attached to. <input type="checkbox"/> The applicant or their authorized representative is the holder or servicer of the loan. </div> <p>I (We) understand that the home will not be considered to be real property until a certified copy of the Statement of Ownership 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.</p> <p>Please attach a legal description of the real property to this application (Example: Exhibit A, Deed or Title Commitment).</p> <p>If a title company, list your file or GF #: _____</p> <p><input type="checkbox"/> Inventory – (FOR RETAILER USE ONLY) Retailer license number must be provided in Block 4b if this election is checked.</p>			
BLOCK 7: To Designate a Home as Business Use, Non-Residential, or Salvage			
<p>If home WILL NOT be used for residential use, indicate its designated use:</p> <p><input type="checkbox"/> <i>Business Use</i> (means the use of a manufactured home in conjunction with operating a business, for a purpose other than as a permanent or temporary residential dwelling)</p> <div style="margin-left: 40px;"><input type="checkbox"/> Purchaser intends for a person to be present in the home for regularly scheduled work shifts of not less than eight hours each day.</div> <p><input type="checkbox"/> <i>Non-Residential Use Other than Business Use or Salvage</i> (means use of a manufactured home for a purpose other than as a permanent or temporary residential dwelling)</p> <p><input type="checkbox"/> <i>Salvage</i> (For purposes of Chapter 1201 of the Standards Act, a manufactured home is salvaged if the home is scrapped, dismantled, or destroyed or if an insurance company pays the full insured value of the home.) A salvaged home may only be sold to or rebuilt by a licensed Retailer (subject to inspection and approval prior to construction).</p>			
BLOCK 8(a): Liens:	Will there be any liens on the home (other than a tax lien)? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the below lien information.		
BLOCK 8(b): Lien Information			
Date of First Lien:		Date of Second Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/Zip:		City/State/Zip:	
Daytime Phone:		Daytime Phone:	
BLOCK 9: Special Mailing Instructions			
<p>IF a copy of a Statement of Ownership 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.</p>		Name:	
		Company:	
		Mailing Address:	
		City, State, Zip:	
		Area Code/Phone:	
		Email:	
BLOCK 10: Signatures Required (Notarization is Optional)			
10(a) Signatures of each seller/transferor		10(b) Signatures of each purchaser/transferee or owner	
<p>_____ Signature of owner or authorized seller</p> <p>Sworn and subscribed before me this ____ day of _____, 20____</p> <p>_____ Signature of Notary SEAL</p>		<p>_____ Signature of purchaser/transferee or owner</p> <p>Sworn and subscribed before me this ____ day of _____, 20____</p> <p>_____ Signature of Notary SEAL</p>	
<p>_____ Signature of owner or authorized seller</p> <p>Sworn and subscribed before me this ____ day of _____, 20____</p> <p>_____ Signature of Notary SEAL</p>		<p>_____ Signature of purchaser/transferee or owner</p> <p>Sworn and subscribed before me this ____ day of _____, 20____</p> <p>_____ Signature of Notary SEAL</p>	
10(c) For Lien Assignments Only			
<p>_____ Signature of authorized representative for previous lienholder</p>		<p>_____ Signature of authorized representative for new lender</p>	

Agenda Action Item No. 5(b)

The following is the proposed Application for Statement of Ownership for Disaster Relief Housing with and without markups showing the revisions.

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.texas.gov/mhd

APPLICATION FOR STATEMENT OF OWNERSHIP

The filing of an application for the issuance of a Statement of Ownership 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

Type of Transaction (Home cannot be selected as Personal and Real Property)		Type of Handling (Check One)	(For Department Use Only) Coding: Lien on file: Y / N Right of Survivorship: Y / N Texas Seal Purchase: Y / N For Section(s) 1 2 3 4 Disaster Relief Housing
Personal Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Lien Assignment <input type="checkbox"/> Convert back to Personal Property <input type="checkbox"/> Beneficiary Designation/Revocation <input type="checkbox"/> Other: _____	Real Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Other _____	<input type="checkbox"/> Process application in the normal 15 working days. A payment of \$55 per transaction is required (total amount can be combined into one payment). <input type="checkbox"/> Process application within 5 working days from receipt. An additional \$55 service fee must be added to the total payment to have the application processed within 5 working days from receipt.	

BLOCK 2(a): Home Information (required)

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

Sections	Label/Seal Number	Complete Serial Number	Weight	Size*	* 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 1:				X	
Section 2:				X	
Section 3:				X	
Section 4:				X	

2(b)	DOES HOME HAVE A HUD LABEL OR TEXAS SEAL ATTACHED TO THE OUTSIDE OF THE HOME? Yes <input type="checkbox"/> No <input type="checkbox"/> If there is/are no HUD Label(s) or Texas Seal(s) on your home, a Texas Seal will need to be purchased and will be issued to each section of your home at an additional cost of \$35.00 per section. Indicate which section(s) need(s) Texas Seal: Section One <input type="checkbox"/> Section Two <input type="checkbox"/> Section Three <input type="checkbox"/> Section Four <input type="checkbox"/>
-------------	---

BLOCK 3: Home Location (required)

Physical Location of Home: (or 911 address)	_____ <i>Physical Address (cannot be a Rt. or P. O. Box)</i> _____ <div style="display: flex; justify-content: space-between;"> City State ZIP County </div>		
Was Home Moved for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, include a copy of moving permit.			
Was Home Installed for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If installed, date installed: _____ If yes, provide installer information below, if known.			
Installer Name and address:		_____	
Installer Phone Number:		Installer License Number:	_____

BLOCK 4: Ownership Information (required)

4(a) Seller(s) or Transferor(s)		4(b) 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 (include area code)		Daytime Phone Number (include area code)	

4(c)	Is this transaction a sale? Yes <input type="checkbox"/> No <input type="checkbox"/>
4(d)	Date of sale, transfer or ownership change: _____

HUD Label #:	Serial #:	GF# (for title co.):	
BLOCK 5: Right of Survivorship or Beneficiary Designation			
<p><i>If joint owners desire right of survivorship, check the applicable box below:</i></p> <p><input type="checkbox"/> <u>Married couple</u> 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.</p> <p><input type="checkbox"/> Joint owners are <u>other than</u> married couple, 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.</p> <p><i>If Beneficiary Designation is being made or changed, please check below: (THIS IS ONLY FOR PERSONAL PROPERTY)</i></p> <p><input type="checkbox"/> All Owners would like to elect a Beneficiary Designation or change a current Beneficiary Designation and have attached a completed Affidavit of Fact Beneficiary Designation, Revocation or Change.</p>			
BLOCK 6: Election - Purchaser(s)/Transferee(s)/Owner(s) check one election type			
<p>All manufactured housing is titled as Personal Property, unless elected as:</p> <p><input type="checkbox"/> Real Property – I (we) elect to treat this home as real property as (one box must be checked):</p> <div style="margin-left: 40px;"> <input type="checkbox"/> I (we) own the real property that the home is attached to. <input type="checkbox"/> I (we) have a qualifying long-term lease for the land that the home is attached to. </div> <div style="margin-left: 40px;"> <input type="checkbox"/> The applicant or their authorized representative is the holder or servicer of the loan. </div> <p>I (We) understand that the home will not be considered to be real property until a certified copy of the Statement of Ownership 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.</p> <p>Please attach a legal description of the real property to this application (Example: Exhibit A, Deed or Title Commitment).</p> <p>If a title company, list your file or GF #: _____</p> <p><input type="checkbox"/> Inventory – (FOR RETAILER USE ONLY) Retailer license number must be provided in Block 4b if this election is checked.</p>			
BLOCK 7: To Designate a Home as Business Use, Non-Residential, or Salvage			
<p>If home WILL NOT be used for residential use, indicate its designated use:</p> <p><input type="checkbox"/> <i>Business Use</i> (means the use of a manufactured home in conjunction with operating a business, for a purpose other than as a permanent or temporary residential dwelling)</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Purchaser intends for a person to be present in the home for regularly scheduled work shifts of not less than eight hours each day. </div> <p><input type="checkbox"/> <i>Non-Residential Use Other than Business Use or Salvage</i> (means use of a manufactured home for a purpose other than as a permanent or temporary residential dwelling)</p> <p><input type="checkbox"/> <i>Salvage</i> (For purposes of Chapter 1201 of the Standards Act, a manufactured home is salvaged if the home is scrapped, dismantled, or destroyed or if an insurance company pays the full insured value of the home.) A salvaged home may only be sold to or rebuilt by a licensed Retailer (subject to inspection and approval prior to construction).</p>			
BLOCK 8(a): Liens:	Will there be any liens on the home (other than a tax lien)? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the below lien information.		
BLOCK 8(b): Lien Information			
Date of First Lien:		Date of Second Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/Zip:		City/State/Zip:	
Daytime Phone:		Daytime Phone:	
BLOCK 9: Special Mailing Instructions			
<p>IF a copy of a Statement of Ownership 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.</p>		Name:	
		Company:	
		Mailing Address:	
		City, State, Zip:	
		Area Code/Phone:	
		Email:	
BLOCK 10: Signatures Required (Notarization is Optional)			
10(a) Signatures of each seller/transferor		10(b) Signatures of each purchaser/transferee or owner	
<div style="text-align: center;"> _____ <i>Signature of owner or authorized seller</i> Sworn and subscribed before me this ____ day of _____, 20__ </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Signature of Notary</i> SEAL </div>		<div style="text-align: center;"> _____ <i>Signature of purchaser/transferee or owner</i> Sworn and subscribed before me this ____ day of _____, 20__ </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Signature of Notary</i> SEAL </div>	
<div style="text-align: center;"> _____ <i>Signature of owner or authorized seller</i> Sworn and subscribed before me this ____ day of _____, 20__ </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Signature of Notary</i> SEAL </div>		<div style="text-align: center;"> _____ <i>Signature of purchaser/transferee or owner</i> Sworn and subscribed before me this ____ day of _____, 20__ </div> <div style="text-align: center; margin-top: 20px;"> _____ <i>Signature of Notary</i> SEAL </div>	
10(c) For Lien Assignments Only			
<div style="text-align: center;"> _____ <i>Signature of authorized representative for previous lienholder</i> </div>		<div style="text-align: center;"> _____ <i>Signature of authorized representative for new lender</i> </div>	

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.texas.gov/mhd

APPLICATION FOR STATEMENT OF OWNERSHIP

The filing of an application for the issuance of a Statement of Ownership 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

Type of Transaction (Home cannot be selected as Personal and Real Property)		Type of Handling (Check One)	(For Department Use Only) Coding:
Personal Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Lien Assignment <input type="checkbox"/> Convert back to Personal Property <input type="checkbox"/> Beneficiary Designation/Revocation <input type="checkbox"/> Other: _____	Real Property Transaction <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Update <input type="checkbox"/> Other: _____	<input type="checkbox"/> Process application in the normal 15 working days. A payment of \$55 per transaction is required (total amount can be combined into one payment). <input type="checkbox"/> Process application within 5 working days from receipt. An additional \$55 service fee must be added to the total payment to have the application processed within 5 working days from receipt.	Lien on file: Y / N Right of Survivorship: Y / N Texas Seal Purchase: Y / N For Section(s) 1 2 3 4 <div style="font-size: 2em; color: red; font-weight: bold; text-align: center;">Disaster Relief Housing</div>

BLOCK 2(a): Home Information (required)

Manufacturer Name: _____ Address: _____ City, State, Zip: _____ License Number: _____	Model: _____ Date of Manufacture: _____ Total Square Feet: _____ Wind Zone: _____
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Sections	Label/Seal Number	Complete 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	

2(b)	DOES HOME HAVE A HUD LABEL OR TEXAS SEAL ATTACHED TO THE OUTSIDE OF THE HOME ? Yes <input type="checkbox"/> No <input type="checkbox"/> If there is/are no HUD Label(s) or Texas Seal(s) on your home, a Texas Seal will need to be purchased and will be issued to each section of your home at an additional cost of \$35.00 per section. Indicate which section(s) need(s) Texas Seal: Section One <input type="checkbox"/> Section Two <input type="checkbox"/> Section Three <input type="checkbox"/> Section Four <input type="checkbox"/>
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BLOCK 3: Home Location (required)

Physical Location of Home: (or 911 address)	_____ <i>Physical Address (cannot be a Rt. or P. O. Box)</i> _____ <div style="display: flex; justify-content: space-between;"> City State ZIP County </div>		
Was Home Moved for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, include a copy of moving permit. Was Home Installed for this sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If installed, date installed: _____ If yes, provide installer information below, if known.			
Installer Name and address and phone:		_____	
Installer Phone Number:		Installer License Number:	_____

BLOCK 4: Ownership Information (required)

4(a) Seller(s) or Transferor(s)	4(b) Purchaser(s), Transferee(s), or Owner(s)
Name _____ License # if Retailer: _____ Name _____ Mailing Address _____ City/State/Zip _____ Daytime Phone Number (include area code) _____	Name _____ License # if Retailer: _____ Name _____ Mailing Address _____ City/State/Zip _____ Daytime Phone Number (include area code) _____
4(c)	Is this transaction a sale? Yes <input type="checkbox"/> No <input type="checkbox"/>
4(d)	Date of sale, transfer or ownership change: _____

HUD Label #:	Serial #:	GF# (for title co.):	
BLOCK 5: Right of Survivorship or Beneficiary Designation (if no box is checked, joint owners will NOT have right of survivorship)			
<p><i>If joint owners desire right of survivorship, check the applicable box below:</i></p> <p><input type="checkbox"/> <u>Married couple</u> 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.</p> <p><input type="checkbox"/> Joint owners are <u>other than</u> married couple, 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.</p> <p><i><u>If Beneficiary Designation is being made or changed, please check below: (THIS IS ONLY FOR PERSONAL PROPERTY)</u></i></p> <p><input type="checkbox"/> <u>All Owners would like to elect a Beneficiary Designation or change a current Beneficiary Designation and have attached a completed Affidavit of Fact Beneficiary Designation, Revocation or Change form.</u></p>			
BLOCK 6: Election - Purchaser(s)/Transferee(s)/Owner(s) check one election type			
<p>All manufactured housing is titled as Personal Property, unless elected as:</p> <p><input type="checkbox"/> Real Property – I (we) elect to treat this home as real property as (one box must be checked):</p> <div style="margin-left: 40px;"> <input type="checkbox"/> I (we) own the real property that the home is attached to. <input type="checkbox"/> I (we) have a qualifying long-term lease for the land that the home is attached to. <input type="checkbox"/> The applicant or their authorized representative is the holder or servicer of the loan. </div> <p>I (We) understand that the home will not be considered to be real property until a certified copy of the Statement of Ownership 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.</p> <p>Please attach a legal description of the real property to this application (Example: Exhibit A, Deed or Title Commitment).</p> <p>If a title company, list your file or GF #: _____</p> <p><input type="checkbox"/> Inventory – (FOR RETAILER USE ONLY) Retailer license number must be provided in Block 4b if this election is checked.</p>			
BLOCK 7: To Designate a Home as Business Use, Non-Residential, or Salvage			
<p>If home WILL NOT be used for residential use, indicate its designated use:</p> <p><input type="checkbox"/> <i>Business Use</i> (means the use of a manufactured home in conjunction with operating a business, for a purpose other than as a permanent or temporary residential dwelling)</p> <div style="margin-left: 40px;"><input type="checkbox"/> Purchaser intends for a person to be present in the home for regularly scheduled work shifts of not less than eight hours each day.</div> <p><input type="checkbox"/> <i>Non-Residential Use Other than Business Use or Salvage</i> (means use of a manufactured home for a purpose other than as a permanent or temporary residential dwelling)</p> <p><input type="checkbox"/> <i>Salvage</i> (For purposes of Chapter 1201 of the Standards Act, a manufactured home is salvaged if the home is scrapped, dismantled, or destroyed or if an insurance company pays the full insured value of the home.) A salvaged home may only be sold to or rebuilt by a licensed Retailer (subject to inspection and approval prior to construction).</p>			
BLOCK 8(a): Liens:	Will there be any liens on the home (other than a tax lien)? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the below lien information.		
BLOCK 8(b): Lien Information			
Date of First Lien:		Date of Second Lien:	
Name of First Lienholder:		Name of Second Lienholder:	
Mailing Address:		Mailing Address:	
City/State/Zip:		City/State/Zip:	
Daytime Phone:		Daytime Phone:	
BLOCK 9: Special Mailing Instructions			
<p>IF a copy of a Statement of Ownership 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.</p>		Name:	
		Company:	
		Mailing Address:	
		City, State, Zip:	
		Area Code/Phone:	
		Email:	
BLOCK 10: Signatures Required (Notarization is Optional)			
10(a) Signatures of each seller/transferor		10(b) Signatures of each purchaser/transferee or owner	
<div style="margin-bottom: 20px;"> <p>_____ Signature of owner or authorized seller</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> </div> <div> <p>_____ Signature of Notary SEAL</p> </div>		<div style="margin-bottom: 20px;"> <p>_____ Signature of purchaser/transferee or owner</p> <p>Sworn and subscribed before me this ____ day of _____, 20__</p> </div> <div> <p>_____ Signature of Notary SEAL</p> </div>	
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10(c) For Lien Assignments Only			
<p>_____ Signature of authorized representative for previous lienholder</p>		<p>_____ Signature of authorized representative for new lender</p>	


Agenda Action Item No. 5(c)

The following is the proposed Statement of Ownership to include section for Beneficiary Designation with and without markups showing the revisions.

STATEMENT OF OWNERSHIP

On January 1st of each year, a tax lien comes into existence on a manufactured home in favor of each taxing unit in the jurisdiction where the home is actually located on January 1st. In order to be enforced, any such lien must be recorded with the Texas Department of Housing and Community Affairs, Manufactured Housing Division as provided by law. You may check our records through our website or contact us to learn of any recorded tax liens. To find out about the amount of any unpaid tax liabilities, contact the tax office for the county where the home was actually located on January 1st of that year.

Certified Copy of Original Statement of Ownership**Date Issued: 08/18/2025****Certificate Number: MH01101340**

Manufacturer		Label/Seal No.	Serial No.		Weight	Size
						x
Model	Date of Manufacture	Effective Date of Transfer	County Where Installed	Wind Zone	Total Sq Feet	
Physical Address:			Owner of Record			
This home is: PERSONAL PROPERTY			Seller or Transferor			
						
			Right of Survivorship: No			
			Designated Beneficiary			
Lien(s): <i>The following liens, charges, or other encumbrances are reflected as having been created affecting the manufactured home.</i>						
No Lien						




Jim R. Hicks
Executive Director

Owner Copy

STATEMENT OF OWNERSHIP

On January 1st of each year, a tax lien comes into existence on a manufactured home in favor of each taxing unit in the jurisdiction where the home is actually located on January 1st. In order to be enforced, any such lien must be recorded with the Texas Department of Housing and Community Affairs, Manufactured Housing Division as provided by law. You may check our records through our website or contact us to learn of any recorded tax liens. To find out about the amount of any unpaid tax liabilities, contact the tax office for the county where the home was actually located on January 1st of that year.

Certified Copy of Original Statement of Ownership**Date Issued: 08/18/2025****Certificate Number: MH01101340**

Manufacturer		Label/Seal No.	Serial No.	Weight	Size
					x
Model	Date of Manufacture	Effective Date of Transfer	County Where Installed	Wind Zone	Total Sq Feet
Physical Address:  <div>Moved this section from bottom right.</div>			Owner of Record		
This home is: PERSONAL PROPERTY			Seller or Transferor		
					
			Right of Survivorship: No		
			<u>Designated Beneficiary</u>		
Lien(s): <i>The following liens, charges, or other encumbrances are reflected as having been created affecting the manufactured home.</i>					
No Lien					


Jim R. Hicks
Executive Director

Owner Copy

Agenda Action Item No. 5(d)

The following is a proposed new Affidavit of Fact for Beneficiary Designation.

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.texas.gov/mhd

AFFIDAVIT OF FACT FOR BENEFICIARY DESIGNATION, REVOCATION OR CHANGE			
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: Beneficiary Designation			
<input type="checkbox"/> The undersigned, acknowledges and affirms the transfer of an interest in the manufactured home listed above to one or more designated beneficiaries is to occur at the transferor's death. The following are the legal names of the designated beneficiaries of this manufactured home that may take ownership of this manufactured home upon the death of all owners of the manufactured home in question. <i>Legal Name(s) of Designated Beneficiary to be added (Please Print).</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div>			
BLOCK 3: Beneficiary Revocation			
<input type="checkbox"/> The undersigned, acknowledge and affirm that the current Beneficiary Designation shall be revoked. The following individuals shall be removed from the Statement of Ownership as the Designated Beneficiary. They will no longer have any interest in the manufactured home above after the death of the owners of this manufactured home. <i>Legal Name(s) of Designated Beneficiary to be removed (Please Print).</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div>			
Block 4: Signature of All Manufactured Home Owners Notarization Required			
<p>Before me personally appeared the person (s) who own the manufactured home listed 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____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center"><i>Signature of owner</i></p> <p><i>Sworn and subscribed before me this _____ day of _____, 20____</i></p> <div style="border-bottom: 1px solid black; margin-top: 20px;"></div> <p align="center"><i>Signature of Notary</i></p> <p align="center"><i>SEAL</i></p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center"><i>Signature of owner</i></p> <p><i>Sworn and subscribed before me this _____ day of _____, 20____</i></p> <div style="border-bottom: 1px solid black; margin-top: 20px;"></div> <p align="center"><i>Signature of Notary</i></p> <p align="center"><i>SEAL</i></p> </div> </div>			

Action Item No. 6

There are no supporting documents to provide to the public for this action item.

Action Item No. 7

There are no supporting documents to provide to the public for this action item.