

# Creekside on Wire MHP

3526 Lee Rd. 137 , Auburn, Alabama 36832  
Phone 334-2309-1128

Office hours at Legacy Homes Auburn: Monday – Friday, 9:5. Closed Wednesday  
Office phone number: (334) 209-1128  
Email. info@legacyhomesauburn.com  
website : legacyhomesauburn.com

## Establishing Residency

1. All Applicants and Roommates must complete a Lot Rental Application and pay a \$50.00 application fee. A credit and background check will be run on all applicants and roommates.
2. Guests who stay overnight for 2 or more nights a week are considered roommates and will also be required to complete a rental application with the Gentilly Park office and pay a \$50.00 application fee. **Roommate changes must be made at the Legacy Homes Auburn office in order for us to keep our records current.**
3. All mobile homes must be occupied by the owner, Lessee. Any mobile home not occupied by the owner, Lessee, will be considered abandoned and Lessor may take any action necessary to remove the mobile home from the park. All occupants of Lessee must register with the LegacyHomes Auburn and be approved by the Lessor.
4. **If at any time management finds that the owner and/or occupant(s) have been charged or convicted of a misdemeanor or a felony, they will be banned from Creekside MHP within 48 hours. Additionally, management reserves the right to remove any guest from the premises at any time.**
5. There is a maximum occupancy of two (2) residents per lot.
6. All residents are required to sign a 12-month Lot Lease Agreement each year by April 1st. If you do not plan to renew your Lease, a minimum of 60 days' written notice is required and you must obtain clearance from the park office prior to the date your home is to be moved. In order to protect the homeowner and the Management, no home will be allowed to leave without prior clearance. If we do not receive notice by Feb 1<sup>st</sup> and you

have refused or otherwise failed to sign a Lease, you will be considered as “holding over” into a new Lease period and will be bound as if by a Lease. If you fail to sign the Lot Lease Agreement for the upcoming Lease year prior to April 1<sup>st</sup>, a **\$100.00 late fee** will be applied to your account monthly, until the lease has been fully executed and submitted to the Legacy Homes Office.

7. A lot deposit is required on all lots rented in Creekside MHP. The deposit is one months’ rent. The deposit is refundable when the mobile home is sold or moved from the lot, providing proper notice is given and the lot is cleaned upon vacating. This includes removal of ground anchors.

### **Utilities and Mobile Home Setup**

1. Setup of mobile homes will be supervised by management and shall conform to management policy. The mobile home will be parked on each lot in a uniform manner. Upon arrival in Saddlebrook, management will supervise all positioning of mobile homes. The tenant is responsible for informing the park two (2) days before moving mobile home on the lot. Mobile homes may only be moved Monday through Friday between 8:00 a.m. and 3:00 p.m. **UNDER NO CIRCUMSTANCES WILL A TREE BE CUT MOVING A HOME IN OR OUT WITHOUT PERMISSION FROM MANAGEMENT.**
2. Each mobile home must be skirted with vinyl. All skirting must be completed within 30 days after moving into the park. At the end of the 30 day period, management reserves the right to have the mobile home skirted at the owner’s expense, provided owner is given 10 day notice. Skirting must be well-maintained; thus, any damaged skirting must be repaired or replaced.
3. Sandollar Farm is located outside Auburn City limits.

Electric:                   Alabama Power  
                                  1699 S. College Street  
                                  Auburn, AL 36832  
                                  Ph: 800-245-2244

Gas:   Superior Gas  
          P.O. Box 40  
          Notasulga, AL 36866  
          Ph: 800-835-2984

Telephone:   AT&T  
                  Ph: 888-757-6500

Cable: Charter Communications  
          1990 Mall Blvd  
          Auburn, AL 36830  
          Ph: 334-887-8171

4. Residents are responsible for updating their electrical service line to meet current code. You are “grand fathered” in prior to 02/1997, but should you have a problem, you would need replacement under the new code. For further information, call the Lee County Inspector at (334) 745-9790.

5. Sandollar Farm provides an outside breaker panel for each lot. The resident is responsible for the service line connecting the mobile home to the outside breaker panel, which includes each individual breaker. Should a breaker in the outside panel go bad, it is up to the resident to replace the breaker. ANY ELECTRICAL PROBLEMS SHOULD BE REPORTED TO THE OFFICE IMMEDIATELY.
6. Water is provided to all tenants by the park. Please conserve water and report any broken pipes or water leaks immediately. It is required that all mobile homes have a check valve on the hot water heater to protect the heating element should their service be interrupted. Residents are responsible for the water line that begins at the meter and goes to the home. All water connections must not be permanently attached to the water supply. Garden hoses are required to have a shut-off nozzle. A \$20.00 water fine will be charged to tenant if a leak is found at tenant's mobile home due to leaking pipes and/or connections.
7. To compensate for additional water /sewer usage, any mobile home with more than two tenants will be charged an additional \$25.00 per month/per occupant.
8. SEWER LINES: No tampons, condoms, paper towels, etc., are to be flushed down the toilet. NO grease or similar substance is to be poured down the drains. In the event a tenant has sewer problems resulting from a failure to comply with the above rule, there will be a minimum charge of \$85.00 per service call.
9. All supply lines must be polybutylene or PVC pipe and connected with a brass fitting. You may not use plastic fittings for connections. Garden hoses cannot be used for supply lines. All supply lines must be insulated if above ground to prevent freezing and have an inline check valve.
10. It is required that all mobile homes have a check valve on the hot water heater to protect the heating element should their service be interrupted. Residents are responsible for the water line that begins at the meter and goes to the home.
11. Each Sandollar lot will be assessed a yearly garbage fee of \$105.00 for the rental and service of the dumpsters located in the park. This payment is due on or before January 1<sup>st</sup> of each year. This service will exclude you from having to pay the Lee County tax assessment for garbage service (currently \$210.00).

### **Maintenance and Upkeep**

1. Sandollar residents are responsible for their own lawn maintenance. This includes mowing, trimming, hedging, and clipping. If the premises are not properly kept, management reserves the right to perform these services at the owner's expense. Residents will be notified prior to mowing and will be charged \$85.00. An additional

**\$20 fee** will be charged if mowers are unable to access back yards due to small gates (less than 70”).

2. Patios must be kept clean and free of non-patio items (old furniture, appliances, etc.) at all times. Failure to comply with this rule will result in a fee of **\$20.00 per occurrence**.
3. Window A/C units are prohibited. Any existing window unit must be removed.
4. In the interest of beautifying the park, tenants are encouraged to add additional shrubs and plants to the lots. Once planted, these remain a part of Saddlebrook Park. No digging of any kind will be permitted in the park without prior approval of management. Remember, we have underground utilities. Digging into underground electrical wiring could result in death if cut by a shovel. Do not tie wire or any type cord around trees. Do not drive nails in to trees! Help us preserve our trees!! Anything tied or nailed to trees will be taken down by management, including hammocks, dog runners, clotheslines, etc., all of which will become property of Saddlebrook Park. Defacing of trees and/or attaching any items will result in a fine of **\$20 per item/per occurrence**. **Before any digging occurs, please call Alabama Line Locators at (800) 292-8525 to avoid any accidents.**
5. Dead trees should be reported to the Gently Park office by completing a “Tree/Limb Removal Form” in the park office. Sandollar Farm will not be responsible for damage to your home or vehicle caused by dead trees, fallen limbs, or any act of Mother Nature.
6. All awnings, carports, sheds, and dog pens must be approved by management before being placed on the lot. **Any structure that is constructed without prior approval from management is subject to being taken down at the owner’s expense.** A “Lot Improvement Form” is available in the park office for lot or mobile home improvement requests. Chain link fences must have a minimum 70” gate installed to allow for mowers.
7. The burning of trash or waste matter is not permitted (i.e., campfires, bonfires, barrel fires, etc.). Contained and covered manufactured fire pits are permitted; however, if at any time management feels that it is a danger to the park and/or its residents, management may prohibit the resident’s privilege to have a fire pit on the property. There will be a \$20.00 fine assed to residents, per occurrence, who are found to have a fire pit that is not covered, contained, unattended, and/or not permitted by management.

Disposal of motor oil or any other hazardous material on park premises is strictly prohibited. Violators will be fined **\$250.00**, in accordance with violation of Alabama State Laws.

## **General Rules**

1. **Payment:** Rent in Saddlebrook Park is \$245.00 per month. Rent will include Basic Cable and Internet, provided by Charter, beginning May 1, 2017. Rent is due the 1<sup>st</sup> of each month. **A late fee of \$25.00 is charged if and outstanding balances have not been paid by the 5<sup>th</sup> of the month. An additional \$25.00 late fee will be charged for all outstanding balances not paid by the 15<sup>th</sup>.** Rent that is mailed in must be received prior to the 5<sup>th</sup> to be considered on time.

No account will be allowed to become two months' delinquent. Residents with a one-month delinquent account must pay the total amount due by the 5<sup>th</sup> of the following month. Failure to do so will result in non-renewal of lease for the upcoming year, eviction, and/or termination of the current lease.

2. **Resale of Mobile Home:** It is the owner's prerogative to sell his mobile home to whomever he pleases; however, you cannot sublease your lot or promise the buyer or prospective buyer that the mobile home can be left on the lot unless written approval has been made with management.
  - **Prior to Resale:** Current owner must provide Gentilly Park management with the tax registration and the asking price.
  - **Prospective buyer:** Must submit an application and \$50.00 application fee (per applicant) to the Gentilly Park office. Upon approval, the buyer is then eligible to purchase the home, requiring that he/she execute a Lot Lease Agreement, place a Lot Deposit, and place any applicable pet deposits and/or fees.
  - **Post Resale:** The Buyer is to submit proof of sale, providing Gentilly Park Management with a copy of the Bill of Sale.
  - NO SUBLETTING OF SPACES OR RENTING OF MOBILE HOMES IS PERMITTED WITHOUT MANAGEMENT APPROVAL AND WHEN THE MOBILE HOME IS SOLD, IT MUST BE REMOVED WITHIN 48 HOURS UNLESS PREVIOUS ARRANGEMENTS ARE MADE WITH THE MANAGEMENT.
  - **Any home that is 25 years old and/or sells for less than \$8,500.00 will be sold with the understanding that it may be required to move from the park no later than April 30<sup>th</sup>.** Also, any home that is not kept in a satisfactory condition, to be determined by management, may be asked to move from the park. Management reserves the right to require that improvements to the home be made prior to the sale.
  - Mobile homes in poor condition are subject to be asked to move when the mobile home is sold. Any home residing on the premises is subject to be asked to move from the premises at the owner's discretion.
  - Existing dog pens not complying with the regulations must be removed and the new tenant will be required to have a pen professionally installed (in-ground chain link), upon placing applicale pet deposits and/or fees.

3. No business or commercial venture may be operated on the premises of nor within homes located at Sandollar Farm.
4. **Noise/Parties:** You shall be required to keep noise to a minimum level that will not disturb other tenants. This includes stereos, radios and television. Quiet hours in the park are observed – these hours are from 10:00 p.m. until 8:00 a.m. daily. There will be a **\$100.00 fine for disturbance** of other tenants due to noise/parties. Subsequent fines for excessive disturbances will result in termination of lease, non-renewal of lease, and/or removal from the park.

Block parties or any party involving more than 10 people are prohibited. Any common source of alcohol (i.e., kegs, “hunch punch”, etc.) is strictly prohibited. Management reserves the right to remove any common source of alcohol with or without warning to the owner of the mobile home. Any violation of this rule will result in termination of lease, non-renewal of lease, and/or removal from the park.

5. **Drug Abuse:** Sandollar Farm observes a zero tolerance policy against drug abuse. In the event that drugs are found in your possession (i.e. home, car, body) or in the possession of a guest at your home, you will be evicted from Saddlebrook Park and the proper law enforcement officials will be contacted.

**Pets:**

Rental Units:

**INSIDE PET:**

1. Only 1 dog will be allowed as an inside pet.
2. Any pet other than a dog (cat, hamster, reptiles, etc.) must be approved by the landlord with written consent.
3. Dog must be at least one-year-old.
4. Tenant must pay a PET DEPOSIT of **\$250 per pet**, a **\$200 non-refundable Pet Fee per pet**, and an extra **\$25.00 a month rent** per inside pet.
5. Dog must be crated or kenneled outside while owner/residents are away from home.
6. If the pet urinates on and kills the shrubbery, the cost of the shrubbery will be deducted from the deposit.
7. Upon Quarterly Inspections of the home, if the dog/pet is found to have caused an offensive odor, excessive shedding or cleanliness issues, you will be given 15 days to correct these issues. After 15 days, management will re-inspect the home and if these issues are not corrected as deemed by management you will be required to remove the dog/pet from the premises.
8. No Huskies or breeds that shed heavily.
9. Inside pets must be under **20 pounds**.

As a reminder, if you are found to have an unauthorized pet in a rental unit, you will be fined **\$20.00 per day/per pet** until the pet(s) has been removed from the unit.

Lot Lessee:

**OUTSIDE PET:**

1. Only 2 dogs will be allowed as outside pets.
2. Dogs must be kept in an above ground chain link pen
3. Dogs must be at least one-year-old.
4. Tenant must pay a **\$200 non-refundable Pet Fee** for an outside dog pen to be placed on the lot.

**Pet Pens:** Tenants must have approval prior to setting up portable chain link pens by completing a lot improvement form. The portable chain link pen must not exceed 12' x 15' without prior written permission from Gentilly Park Management. If the pen is installed without management approval, you may be required to remove the pen or move it to another location.

We do not allow dogs to be tied to trees, posts, porches, or any other runners. If your dog is not an outside pet (i.e., only goes outside to go to the bathroom) it must be supervised at all times when outside. If the dog is seen tearing up the trash, it is the owner's responsibility for picking up any trash or the owner will be fined **\$20.00**. Please be considerate of your neighbor's yard and clean up after your dog!

A fine of **\$20.00, per occurrence**, will be assessed for the pick-up of pet waste.

At any time that it is reported that a dog (or any pet) is causing a problem or disturbance, the owner will be fined **\$20.00 per occurrence**. Subsequent disturbances may require that the pet be removed from the park.

**Dogs of aggressive breeds will not be allowed in Gentilly Park (i.e. English Bulldog, Pit Bulldog, Rottweiler, Boxer, etc.). If we find a dog of aggressive breed, you will be asked to remove the dog immediately from the premises.**