

Creekside Mobile Home Park Rules & Regulations

3526 Lee Rd. 137, Auburn, Alabama 36832
Phone 334-209-1128

Office hours at Legacy Homes Auburn: Monday – Friday, 10-5pm. Closed Wednesday
Office phone number: (334) 209-1128
Email. info@legacyhomesauburn.com
website : legacyhomesauburn.com

Establishing Residency

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. **Creekside is a student only community, so buyers / prospects must turn in proof of enrollment to the office.**

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 Legacy Homes Auburn 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.

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 Legacy Homes Auburn and be approved by the Lessor.

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.

There is a maximum occupancy of two (2) residents per lot.

All residents are required to sign a 12-month Lot Lease Agreement each year by June 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 1st 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 1st, a **\$150.00** late fee will be applied to your account monthly, until the lease has been fully executed and submitted to the Legacy Homes Office.

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. A Refund request

form must be turned into the office WITHIN 30 DAYS OF MOVE OUT. If not received in the office within the 30 days of move out. SAID DEPOSIT WILL BE FORFEITED.

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 Creekside, management will supervise all positioning of mobile homes. The tenant is responsible for informing the park two (2) days before moving to the 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 the owner is given 10 day notice. Skirting must be well-maintained; thus, any damaged skirting must be repaired or replaced.

3. Creekside is located outside Auburn City limits.

Electric: Dixie Electric
2301 Enterprise Dr. Suite E
Opelika, AL 36801 Ph:334-246-4914

Water: Loachapoka
4742 CO Rd 188
Loachapoka, AL 36865 Ph: 334-887-3329

Cable & Internet : (not provided) Charter Spectrum
1990 Mall BLVD 1990 Mall Blvd
Auburn, AL 36832 Auburn, AL 36830
Ph: 334-874-2389 Ph: 334-874-2389

4. Residents are responsible for updating their electrical service line to meet current code. All lines are currently up to code and have been inspected by the Lee County Inspector. For further information, call the Lee County Inspector at (334) 745-9790.

5. Creekside 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 NOT provided by the park. Residents are responsible for updating their water service to within 15 days of moving in. 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.

7. 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 **\$125.00** and after hours will be a minimum of **\$165.00**. Management will not be responsible for unauthorized service calls. Nor will management reimburse tenants for charges on unauthorized outside service calls.

8. All supply lines must be polyethylene 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.

9. 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.

Maintenance and Upkeep

1. Creekside residents are NOT responsible for their own lawn maintenance. The lot rent includes mowing, residents are responsible for 30 inches around home, trimming, hedging, and clipping. If the premises are not properly kept (free of garbage, tools, other objects), management reserves the right to remove these services at the owner's expense. Residents will be notified prior and will be charged **\$85.00**. An additional **\$25.00** fee will be charged if mowers are unable to access backyards due to small gates (less than 4ft).

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's **\$25.00**- 1st occurrence, **\$50.00** -2nd occurrence, and **\$75.00**- 3rd occurrence.

3. Window A/C units are prohibited. Any existing window unit must be removed by March of the current lease term.

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 Creekside. 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 of cord around trees. Do not drive nails into 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 Creekside Mobile Home Park. Defacing of trees and/or attaching any items will result in a fine of **\$25.00**- 1st occurrence, **\$50.00** -2nd occurrence, and **\$75.00**- 3rd 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 Legacy office. 3 Starr LLC (owner/agent to Creekside) 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 4ft 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 **\$25.00**- 1st occurrence, **\$50.00** -2nd occurrence, and **\$75.00**- 3rd occurrence. fine assessed 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

- Payment: Rent in Creekside is **\$270.00** per month. Rent will include basic internet provided by spectrum, sewage, garbage, and lawn care. Rent is due the 1st of each month. A late fee of **\$25.00** is charged if outstanding balances have not been paid by the 5th of the month. An additional **\$25.00** late fee will be charged for all outstanding balances not paid by the 15th. Rent that is mailed in must be received prior to the 5th to be considered on time. CHECKS SHOULD BE MADE PAYABLE TO **3 STARR LLC**.
- 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 5th 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.
- 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 Legacy Homes management with the tax registration and the asking price.
- Prospective buyer: Must submit an application and **\$50.00** application fee (per applicant) to the Legacy Homes 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 Legacy Homes 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.
- 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 applicable pet deposits and/or fees.
- No business or commercial venture may be operated on the premises or within homes located at Creekside.
- 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.
- Drug Abuse: Creekside 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 Creekside and the proper law enforcement officials will be contacted.

Lot Lessee:

OUTSIDE PET:

Only 2 dogs will be allowed as outside pets.

Dogs must be kept in an above ground chain link pen

Dogs must be at least one-year-old.

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 Legacy Homes 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 **\$25.00**. Please be considerate of your neighbor’s yard and clean up after your dog!
A fine of **\$25.00**, 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 **\$25.00** per occurrence. Subsequent disturbances may require that the pet be removed from the park.

Lessee

Lessor

Date