

S&B Investment/Gentilly Park II
2021-2022
RULES AND REGULATIONS

GENERAL

Office hours are Monday – Friday 9:00 a.m. to 5:00 p.m.
Office phone number: (334) 209-1777
4749 Wire Road, Auburn, AL 36832
In case of emergency, call (334) 734-1486

MAILING ADDRESS

PO BOX 2147
Auburn, AL 36832

E-mail : info@gentilypark.com

website: www.GentillyPark.com

Section 1: Establishing Residency

- 1.01-**All Applicants and Roommates for Owner and Rental properties must register with S&B Investment office and 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. Residents must be a student registered at a university/junior college to reside in Gentilly Park II.
- 1.02-**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 S&B Investment office and pay a \$50.00 application fee. Roommate changes must be made at the Gentilly Park office in order for us to keep our records current.
- 1.03-**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 S&B Investment office and be approved by the Lessor.
- 1.04-**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 Gentilly Park II within 48 hours. Additionally, management reserves the right to remove any guest from the premises at any time.
- 1.05-**There is a maximum occupancy of three (3) residents per lot.
- 1.06-**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 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 **\$50.00** late fee will be applied to your account monthly, until the lease has been fully executed and submitted to the S&B Investment Office.

1.07-A lot deposit is required on all lots rented in Gentilly Park II. The deposit is equal to 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.

Section 2: Utilities and Mobile Home Setup

2.01-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 Gentilly Park II, 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.**

2.02-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 a 10-day notice. Skirting must be well-maintained; thus, any damaged skirting must be repaired or replaced.

2.03-Garbage pick-up is on **Monday and Thursday** of each week. **Garbage must be in a tied garbage bag, in a can with a locking lid, and placed by the curb prior to 8 A.M. on designated pick-up days.** All tenants are required to have a garbage can with a locking lid. Any exposed garbage on patios and/or decks will be disposed of. There will be a \$25.00 pickup fee for all garbage that is not bagged and/or exposed on the patios/decks and/or the lot. In the event of a holiday, garbage pickup will occur the following business day for the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day & New Year's Day.

2.04-Residents are required to remove garbage cans from curb and place them on or behind the patio (out of sight) by 8:00 a.m. following garbage pick-up day. Anyone not adhering to this rule will be subject to a \$25.00 fine per occurrence.

2.05-Cable and Internet service is provided to all tenants by Charter Spectrum. The following is included in the monthly lot rent assessment for Cable and Internet: (1) Digital Cable Receiver, (1) Internet Modem, and installation of cable lines for new home installations. All residents must retrieve equipment from the local Charter Spectrum office. (Note: In order to have Wi-Fi, you must have a wireless router. A wireless router may be purchased from any source of the tenant's choosing OR the tenant may choose to lease a wireless router from Charter Spectrum; however, the tenant is responsible for all costs of additional leased equipment and/or additional service packages.)

2.06-Limbs and leaves are to be placed by the curb for pick-up on Friday. Leaves must be bagged. Please call the park office to schedule pickup of large items (i.e., couches, air conditioners, washers, dryers, carpet, building materials, old skirting, etc.). There will be a minimum charge of \$50.00 per item. (charges will vary according to size of load picked up).

2.07-Connections for electricity, water, sewer, telephone and natural gas are provided at each lot.

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

Gas: Spire
1441 Gateway Drive
Opelika, AL 36801
Ph: 800-292-4008

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

Cable/Internet: Charter Communications
1990 Mall Blvd
Auburn, AL 36830
Ph: 888-345-7139

- 2.08-**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.
- 2.09-**Gentilly Park 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.
- 2.10-**Electricity is provided by Alabama Power Company and each tenant’s meter will be read and billed directly by that company.
- 2.11-**Natural gas is provided by Spire and each tenant’s meter will be read and billed directly by that company.
- 2.12-**Telephone service is available through AT & T. Only emergency messages will be relayed through the park office. Your phone number must be recorded with management.
- 2.13-**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. All mobile homes must install a Backflow Preventer. Gentilly Park is not liable for any damage to homes due to negligence in regards to installing a Backflow Preventer. A \$25.00 water fine will be charged to tenant if a leak is found at tenant’s mobile home due to leaking pipes and/or connections.
- 2.14-**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 additional occupant.
- 2.15-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.**
- 2.16-**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.

Section 3: Maintenance and Upkeep

- 3.01-**Lawns will be maintained by management, to the extent of **mowing ONLY**. **Each tenant should have his own lawn rake, weed eater, hedge clippers, etc.** If premises are not satisfactorily kept,

management reserves the right to perform these services at the tenant's expense. S&B Investment will not be responsible for cutting any lots or areas that are enclosed by a fence. Tenants are asked to use a timer on the sprinkler system when watering the grass.

- 3.02-**Tenants are responsible for raking their yard and cleaning their rooftops of pine straw and other debris **monthly**. Leaves must be bagged and placed by the curb for pickup Monthly. Yards/roofs that are not cleaned will be cleaned at the owners expense. Yard cleaning will be a minimum \$100 charge.
- 3.03-**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 \$25.00 per occurrence.
- 3.04-**Window A/C units are prohibited. Any existing window unit must be removed.
- 3.05-**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 Gentilly 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 Gentilly Park. Defacing of trees and/or attaching any items will result in a fine of \$25.00 per item/ per occurrence.
- 3.06-**Dead trees should be reported to the S&B Investment office by completing a “Tree/Limb Removal Form” and submitting it to the S&B Investment office. S&B Investment will not be responsible for damage to your home and/or vehicle caused by dead trees, fallen limbs, or any act of Mother Nature, even in the event a resident reported the particular tree to the office.
- 3.07-**All awnings, walkways, 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.** Structures built to accommodate dog kennels will not be allowed. Existing decks and/or other structures intended to accommodate pet kenneling must be removed upon the end of the current tenancy. A “Lot Improvement Form” is available in the park office for lot or mobile home improvement requests.
- 3.08-**No screened in porches are to be added to any home. Additionally, lattice is not to be installed any higher than 4 feet. Any additions not complying to the restrictions will be subject to being taken down at the owner's expense.
- 3.09-**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 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.
- 3.10-**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.

3.11-S&B Investment will be conducting lot inspections throughout the year. Homeowners are required to make suggested changes to their homes within 30 days, unless otherwise stated on the form. Appropriate fines for not completing repairs/improvements will be assessed to the owner. Homes that are not properly maintained and do not meet the Gentilly Park standard will be required to be moved from the premises at the manager's discretion.

Section 4: General Rules

4.01-Payment: Rent in Gentilly II is \$295.00 per month and includes water, sewage, garbage pickup and grass mowing. Rent is due the 1st of each month. **A late fee of \$25.00 is charged if any 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.

4.02-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, which may require that the mobile home be moved from the premises.

4.03-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. Owners wishing to sell home must sell privately or by listing the home through the S&B Investment Office only. We do not authorize any other sales agent or company on our property.

4.04-Prior to Resale: Current owner must provide S&B Investment management with a For Sale By Owner form and or Move Out Home Form (if moving home out of park).

4.05-Prospective buyer: Must submit an application and \$50.00 application fee (per applicant) to the S&B Investment 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.

4.06-Post Resale: The Buyer is to submit proof of sale, providing S&B Investment Management with a copy of the Bill of Sale.

4.07-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.

4.08-Any home that is 25 years old and/or sells for less than \$8,500.00 will be sold with the understanding that it will be required to move from the park no later than April 30th. Any home that is not kept in a satisfactory condition, to be determined by management, may be asked to move from the park upon the

end of the lease term or upon management's request with a 60-day notice. Management reserves the right to require that improvements to the home be made prior to the sale.

4.09-Existing dog pens must be removed and the new tenant will be required to have a portable chain link (above ground) pen, upon placing applicable pet deposits and/or fees.

4.10-No business or commercial venture may be operated on the premises of nor within homes located at Gentilly Park.

4.11-All contractors wishing to complete work for mobile homeowners must check in to the office prior to performing work. Contractors must also submit a certificate of insurance to the park office.

4.12-Noise/Parties: Residents shall be required to keep all noise to a minimum level that will not disturb other tenants, including stereos, radios, and televisions. Quiet hours in the park are observed –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. Due to the importance of finals week to students' success, there will be a \$250.00 fine for disturbance of other tenants due to noise/parties during finals. Subsequent fines for excessive disturbances will result in termination of lease, non-renewal of lease, and/or removal from the park.

4.13-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.

4.14-Drug Abuse: Gentilly Park observes a zero-tolerance policy against drug abuse. If drugs are found in your possession (i.e. home, car, body) or in the possession of a guest at your home, you and your guest(s) will be evicted from Gentilly Park and the proper law enforcement officials will be contacted.

4.15-Gate/Security Access: The gate security access is for Resident's protection and security. Each resident should obtain a decal from the office for access. There is a **minimum \$500 fine** accompanied by a criminal police report for anyone that is found in violation of destruction of gate equipment.

4.16-It is strongly recommended that the water to your mobile home be cut off and your water lines drained whenever the mobile home is vacant (during breaks, vacations, etc.). All water pipes should be wrapped, and property insulated. During winter months, the heat should be left on low (55-60 degrees) at times when the mobile home is vacant. This will prevent water lines from freezing and bursting.

4.17-Skirting must be installed. This not only contributes to the appearance of your mobile home but helps to prevent frozen pipes and will make your mobile home more energy efficient.

Section 5: Pets

5.01-All Residents wishing to bring a pet on our property must post the appropriate pet fee & register their pet in our office prior to bringing the pet(s) on the premises.

5.02-Inside Pets (Rental Units Only):

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 a **non-refundable pet fee of \$250 per pet**, and an extra **\$25.00 a month rent** per inside pet.
5. Dog must be crated inside 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. Any damage to the home or residence (Indoor/Outdoor) will be deducted from the Tenants Security 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 breeds that shed heavily.
9. Inside pets must be under **20 pounds**.
10. Residents must fill out the **required** Pet Registration Form at S&B Investment office.
11. If you are found to have an unauthorized pet in a rental unit, you will be fined \$25.00 per day/per pet until the pet(s) has been removed from the unit.
12. Rental units who have outdoor pets will still be required to post the \$250 pet fee and the additional rent increase.

5.03-Outdoor Pet (Homeowners)

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. Residents must fill out the **required** Pet Registration Form at S&B Investment office prior to bringing the pet(s) on the premises.

5.04-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 S&B Investment 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.

5.05-If your dog is not an outside pet (i.e., only goes outside to go to the bathroom) it must always be supervised while outside of home. It is the owner's responsibility for picking up any debris that may be spread or caused by a pet. 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.

5.06-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. Dogs of aggressive breeds will not be allowed in Gentilly Park. Gentilly Park reserves the right to refuse access or have any pet removed from our property at any time.

Section 6: Vehicles

6.01-Residents are required to obtain a barcode from the S&B Investment office. The first permit is of no cost to you, however, if you lose your barcode or fail to transfer your barcode there will be a \$10.00 charge for the re-issue. The Guest Assess Pin will be issued as often as deemed necessary, at the owner's digression. Management has the right to tow any vehicle that does not properly display a barcode and/or is not permitted to be on the premises.

- 6.02-**Vehicles must be parked parallel to curb with the exception of lots on Webster Road. Improper parking will result in a fine of \$25.00 per occurrence. **Cars are not to be parked on lawns or patios.**
- 6.03-**No major repairs to cars shall be permitted in the park.
- 6.04-**Any car left for a period of 7 days in a broken-down, damaged, or abandoned condition shall be towed at the owner's expense.
- 6.05-**Due to new EPA/ADEM regulations, residents cannot perform oil changes in the park.
- 6.06-**The speed limit in the park is 15 miles per hour and must be observed at all times.
- 6.07-**Any type of excessively noisy vehicle will not be permitted in the park.
- 6.08-**Motorcycles are allowed in Gentilly Park and may be parked on the patio provided the motorcycle is covered and has plastic underneath to prevent oil from leaking onto the patio. Any motorcycle on the patio not complying with the above rules will be fined \$25.00.
- 6.09-**Boats, ATVs, trailers, etc. will not be parked/stored in Gentilly Park. Under no circumstances shall these be parked on lawns or patios. At any time, if one of the above stated items is parked and/or stored on the premises of Gentilly park, the resident will be fined \$25.00 per item, per occurrence.

Section 8: Home Moving

- 8.01-**Any resident wishing to move their home from Gentilly Park must give management a **60-day notice** and must pay a \$350.00 moving deposit. This deposit is refundable once the home has been moved and the lot has been thoroughly cleaned, satisfying management's approval.

Management Statement

Management reserves the right to refuse admittance and accommodations to anyone, without stating the cause. Management also reserves the right to decline to accept further rental from any person or persons.

Management reserves the right to remove, without notice, any objectionable person or persons and terminate their tenancy. The mobile home will have to be moved from the park within 15 days of termination of tenancy. Management shall be the sole judge of the necessity for such action and there will be no refunds in such event.

Management reserves the right to add, remove, or change any rule within the Rules & Regulations if management submits written notice to the tenants and/or homeowner.

The management states implicitly that, "IT SHALL NOT BE HELD LIABLE OR RESPONSIBLE EITHER LEGALLY OR FINANCIALLY, FOR ANY TYPE OF DAMAGE, INJURY, DEATH, LOSS BY ACCIDENT, THEFT, FIRE OR ACT OF GOD TO EITHER THE PROPERTY OR PERSON OF ANY RESIDENT OR GUEST OR ANY CAUSE ARISING FROM THE SAME."

CONSENT AND RELEASE

I hereby irrevocably grant to Gentilly Park, its affiliates, nominees, licensees, successors and assigns, owners, shareholders, directors, officers, agents, employees, representatives, and anyone acting on their behalf and those acting with its authority (collectively, "Company"), the unrestricted, absolute, perpetual, worldwide right and license: (a) to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and any other information or materials that I may provide to Company, and, without limitation, any notes, photograph, film or video or audio recordings that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without further compensation, consideration, notice or permission to me or to any third party, and (b) to reproduce, or modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content of any part thereof, whether alone or in combination with other materials (including, without limitation, text, data, images, photographs, illustrations, graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, without limitation, any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media).

I also agree that: (a) Company is not under any obligation of confidentiality, express or implied, with respect to the Content; (b) Company is entitled to use or disclose (or choose not to use or disclose) the Content for any purpose, in any way; (c) I do not have any right to review or approve any Content published or otherwise made available by Company or its licensees, whether in its original or modified form; (d) I have no right to retrieve any Content after it is provided to Company; (e) I am not entitled to any compensation or reimbursement of any kind from Company under any circumstances with respect to the Content; and (f) the rights I am granting to Company are solely in consideration of the satisfaction I am receiving from the possible use of my image, likeness, name and or photograph(s), which consideration is adequate, legal and sufficient.

I hereby expressly covenant not to sue, release and forever discharge Company from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, on behalf of myself and all who may claim by or through me arising from any injuries, damages or liabilities that I may sustain in any way associated with my provision of the Content to Company.

This Consent and Release constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any prior discussions, negotiations, agreements and understandings. This Consent and Release will be governed and controlled in all respects by the laws of the State of Alabama, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

I understand and acknowledge that this is a release and waiver with legal effect, that I have read and understand the contents of this Consent and Release, and that I am entering into this Consent and Release knowingly, voluntarily and without coercion. Further, I hereby consent to the use of my personal data by Company and its partners for marketing purposes, including without limitation the direction of email, telephone, text, facsimile, and other written communications to me. This includes consent to artificial or prerecorded calls as well as calls made by auto dialers or predictive dialers regardless of the inclusion of my telephone number(s) on any Do Not Call List. Communications sent may contain program information as well as special offers and may be opted out of by following the instructions in the communication or via written request to Company.