RULES AND REGULATIONS

GENERAL

Office hours are Monday – Friday 9:00 a.m. to 5:00 p.m.
Wednesday- Closed
Office : (334) 887- 3246
Emergency Maintenance (334)740-6959

MAILING ADDRESS

Gentilly Park Office
501 Webster Road, Lot 16

E-mail : Gentillyinfo@gmail.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. Residents must be a student registered at a university/junior college to reside in Gentilly Park. A current course schedule and registration form must be provided when submitting your lot application.

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 Gentilly Park 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 Gentilly park office 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 Gentilly Park 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 three (3) 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 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 **$200.00** late fee will be applied to your account monthly, until the lease has been fully executed and submitted to the Gentilly Park Office.

7. A lot deposit is required on all lots rented in Gentilly Park. 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 Gentilly, 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.

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

3. Garbage pick-up is on **Monday** 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 provided one 95 gallon can. 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. Residents are responsible for replacement cost of garbage cans if damaged or stolen. ($75/can)

4. 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 1st offense, $50 2nd offense, and $50 for 3rd offense.

5. 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.)

6. Limbs, leaves and boxes 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).

7. 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

8. Residents are responsible for updating their electrical service line to meet current code. You are "grandfathered" 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.

9. 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.

10. Electricity is provided by Alabama Power Company and each tenant's meter will be read and billed directly by that company.

11. Natural gas is provided by Alagasco and each tenant's meter will be read and billed directly by that company.

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.

13. 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 supply line that begins at the meter and goes to the home. Garden hoses are required to have a shut-off nozzle. Gentilly Park is not liable for any damage to homes due to negligence in regard 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.

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. Management reserves the right to install meters during lease term with 90 day notice to resident and bill water usage directly to the residents.

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.

Maintenance and Upkeep

1. Grass will be cut by management, within 30 inches of home/patio. Each resident 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. Gentilly will not be responsible for cutting any lots or areas that are enclosed by a fence. Residents are required to maintain flower/shrubbery beds within 30 inches of home/patios. Residents are required to trim shrubbery once a year (February - March).

2. Tenants are responsible for raking their yard and cleaning their rooftops of pine straw and other debris twice annually, by December 1st and March 1st. Leaves must be bagged and placed by the curb for pickup.

3. 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 1st occurrence, $50 2nd occurrence, and $75 3rd occurrence.

4. Window A/C units are prohibited. Any existing window unit must be removed by March 2022.

5. 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 1st offense, $50 2nd offense, and $75 3rd offense.

6. Dead trees should be reported to the Gentilly Park office by completing a "Tree/Limb Removal Form" and submitting it to the Gentilly Park office. Gentilly Park will not be responsible for damage to your home and/or vehicle caused by dead trees, fallen limbs, or any act of Mother Nature.

7. 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. All awnings and decks must be constructed of pressure treated lumber in a professional manner.

8. No screened in porches are to be added to any home. Additionally, lattice is not permitted. Any additions not complying to the restrictions will be subject to being taken down at the owner's expense.

9. 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.

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. No mechanical repairs to vehicles are prohibited in the premises (oil changes, etc).

General Rules

1. ***Payment:*** Rent in Gentilly I is $325.00 per month and includes water, sewage, cable, internet, 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.

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.

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 Office 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 Office with a copy of the Executed 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 March 31st 2021.** Also, 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.

- 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 management's discretion.

- 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. All new dog pens must be made of metal posts and chain link wire. Wood structures are prohibited.

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

4. ***Noise/Parties:*** You 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.

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:*** Gentilly Park 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 and your guest(s) will be evicted from Gentilly Park and the proper law enforcement officials will be contacted.

6. ***Facility Fee:*** Each lot is to be assessed an annual $200 non-refundable Maintenance and Facility Fee. This Fee accounts for the resident's deal registration for admittance within the Park. Each unit is limited to two (2) decals and will be charged 10 dollars ($10) for each additional decal requested. Guests' entrance will be accessible by a keypad entry access code, which will be provided for tenants to disclose with their guest visitors. Overall, this fee will be applied to the overall improvement of current amenities and addition to future amenities, establishing a higher standard of residency for tenants of Gentilly Park. Fees are due on March 1, 2021 and should be paid by April 1, 2021. Maintenance and Facility Fees not paid by April 1, 2021will be assessed a $25 late fee.

7. 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.

8. Skirting must be installed within 14 days of new home install & must be vinyl panels.

Pets:

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. Tenants 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 Office. 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. Runners will be removed. 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 leashed 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! * All Yards must be kept clean of pet waste.

A fine of $75.00, will be assessed for the pick-up of pet waste by Gentilly Staff.

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 (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.

9. ***Pool:*** The swimming pool is provided to Gentilly residents as a benefit. It should be treated as such and not misused. Pool hours are 9:00 a.m. to 9:00 p.m. Pool passes are required to be in pool area.

Pool regulations:

1. Absolutely NO ALCOHOL or SMOKING allowed in pool area. (No glass bottles or beer cans)
2. Pets are not allowed in pool area. If your pet is found at any time in the pool area, you will lose pool privileges for 1 year.
3. Pool Passes are required for all guests and Gentilly Park residents while in the pool area. Passes can be picked up at the Gentilly Park Office during regular office hours. Re-issue of Pool Passes, due to loss, will be $25.00.
4. Swim at your own risk – no lifeguard on duty.
5. Limit 2 Guests. Guests must be accompanied by a Gentilly Park resident.
6. No grilling in pool area.
7. Children under 12 must be accompanied by a parent.

Any person violating the above stated rules will be asked to leave pool area immediately and may permanently lose access to the pool.

7. ***Automobiles:*** Residents are required to obtain a barcode from the Gentilly Park 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 $25.00 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.

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 1st occurrence, $50 2nd occurrence, and $75 the 3rd. **Cars are not to be parked on lawns or patios**.

No major repairs to cars shall be permitted in the park.

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.

The speed limit in the park is 15 miles per hour and must be observed at all times.

Any type of excessively noisy vehicle will not be permitted in the park.

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 1st occurrence, $50 2nd occurrence, and $75 the 3rd

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 1st occurrence, $50 2nd occurrence, and $75 the 3rd per item/per occurrence

8. ***Facilities and Maintenance Fee:*** Each lot is to be assessed an annual $200 Facilities and Maintenance Fee, which is due upon submission of this Lot Lease Agreement. This fee accounts for the residents' decal registration for admittance within the Park. Each unit is limited to two (2) decals and will be charged Fifteen dollars ($15) for each additional decal requested. Guests' entrance will be accessible by a keypad entry access code, which will be provided for tenants to disclose with their guest visitors.

Overall, this fee will be applied to the overall improvement of current amenities and addition of future amenities, establishing a higher standard of residency for tenants of Gentilly Park.

9. ***Bad Weather Precautions:*** 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.

   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.

Moving From Gentilly Park

1. 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

1. 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.

2. 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.

3. 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 LLC, 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 in 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 he 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.