

**Stonegate LLC  
LOT LEASE**

STATE OF ALABAMA  
COUNTY OF LEE

THIS LEASE made this **November 1, 2018** by and between Stonegate LLC, hereinafter called Lessor, and \_\_\_\_\_, hereinafter called Lessee.

WITNESSETH:

Lessor does hereby let and lease to Lessee(s) the following manufactured home lot, \_\_\_\_\_ in the City of Auburn, Alabama, for location of the manufactured home owned and/or occupied by the Lessee for and during the term of 7 (seven) months from **January 1, 2019 – July 31, 2019**.

In consideration Lessee agrees to pay Lessor **\$275.00** on or before the first day of each month. **An additional late fee of \$50.00 will be added on the 5<sup>th</sup> of each month on any remaining balance. Payments will be applied first to past due fees and the oldest balance due. The balance, if any, will be applied to the most current rent charges. Lessee acknowledges Lessor's right to adjust the lot rent with a 30-day written notice, not to increase higher than \$10.00 per month within this lease term. Rent adjustments are limited to only once during this lease term.**

Should Lessee remain in possession of the premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof, including an additional **\$50.00** added to rent per month, but can be terminated in 30 days' written notice served by either Lessor or Lessee on the other party.

Lessee will insure that only the persons listed on the lease and posted with the Lessor will reside in the above described manufactured home. Leasing to more than one person is prohibited. All parties residing within the Community must sign this lease and minors must be noted on this lease.

The Lessee agrees that the premises are to be occupied by those persons specifically named in this lease. If any other person resides with the Lessee without an application being on file with Lessor, the Lessor has the right to declare the lease in default and/or charge the additional sum of \$100.00 per month for each such month. Roommates must be registered and approved by the office before moving in and must sign this lease.

It is understood that if Lessee shall fail to pay any one of the monthly rents at maturity or fail to perform any of the provisions of this lease, then at the election of the Lessor, all of the remaining months shall at once become due and payable and Lessor may treat them as due and payable without notice to Lessee. Lessee hereby waives notice of any default of this contract.

It is agreed that should Lessee during the term of this lease undertake to remove any property situated on the premises without Lessor's written permission, the rent for the whole term of this lease shall at the option of the Lessor become due and payable and Lessor may proceed to enforce the lien for said rent as provided by law. Acceptance of rent by the Lessor from any assignee, subtenant, or successor in interest to the Lessee with or without notice to the Lessor shall not relieve the Lessee from liability to pay the rent or other charges herein provided for.

Lessee agrees to pay a reasonable attorney's fee and all costs incurred by Lessor in the event it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease agreement, and in the event that suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease, it is agreed between the parties that such suit or proceeding shall be brought in the appropriate court in Lee County, Alabama. It is further agreed that all parties to this agreement shall accept service in any such suits by certified mail, regardless of where said parties may reside when such suit is brought. Lessee(s) expressly waives all exemptions secured to Lessee under the laws of Alabama or of any other State, as against the collections of any debt herein or hereby incurred or secured. Lessee hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the covenants or agreements herein contained, this lease, at the option of the Lessor, shall wholly cease and terminate and said Lessor may re-enter the said premises and remove all persons and property therefrom, and the Lessee hereby expressly waived the service of any notice of intention to re-enter, notice to terminate the tenancy, notice to quit or demand for possession.

It is further agreed that in the event Lessee shall be adjudged a bankrupt during the term of this lease the rent for the whole term of this lease shall be immediately due and payable and Lessor may without notice or demand proceed to enforce the collection of same. Lessee agrees to claim full exemptions in the event of bankruptcy. Lessee hereby appoints Lessor as his true and lawful attorney-in-fact to claim and collect Lessee's said exemptions in the event Lessee fails to claim the same and to apply same on the payment of rent and other charges due under this lease, and Lessee hereby assigns to Lessor so much of said exemptions as will pay the rent due under this lease and all other charges.

Lessee will be held jointly and separately liable for all the terms set out in this lease.

It is in the best interest of the Lessor to keep all homes and lots leased to satisfactory tenants and as the occupancy of one tenant might interfere with the leasing of other homes or lots, therefore, without reflection upon the Lessee, it is agreed that the Lessor reserves the right to terminate this lease and re-enter and take possession of the leased premises at any time, after first giving 10 days written notice to the Lessor of the election of the Lessor to terminate this lease.

Lessee is required to pay deposit equal to one month's rent as security deposit for the performance of each and every covenant and provision in this lease. If Lessee fully performs this lease, said deposit will be returned within thirty working days of termination of this lease, otherwise said deposit shall belong to Lessor as part of the consideration of this lease. In the event a lot is left in a condemned condition or tie downs are left, the Lessor will apply any portion of the deposit to bring the lot up to Community standards.

Lessee will receive one mailbox key and has made a lot deposit of the above amount, which is refundable upon surrender of keys at termination of lease. Replacement or extra keys are \$25.00 each.

Lessee agrees to abide by Community rules and **Community Guide**, such rules and Guide to be considered a part of this lease and incorporated herein by reference. If Lessee violates any provisions of this lease or any community code or law, then, at Lessor's option, this lease may be cancelled and terminated at will.

Lessee agrees to comply with all laws and city ordinances of the City of Auburn, as well as State and Federal laws, affecting the use or occupation of the premises hereby leased and to fully relieve Lessor from any compliance therewith or liability for the violation thereof.

The approved type of lot number will be provided and installed by the Lessor to said manufactured home at time of arrival on the lot. The home will be under-skirted within 45 days, by the Lessee, as provided for in the Community Guide.

Lessee agrees not to sublet the premises, or any portion thereof. **If the Lessee is found to be subleasing, the lease is in default and due in full upon notification from Property Management.** Illegal subleasing will result in additional charges of \$100.00 per month until the eviction process is completed. Lessee is to permit no waste of the property, but on the contrary to take good care of the same, and upon termination of this lease, to surrender possession of the same without notice, in as good condition as at the commencement of the term.

Lessor shall not be liable to Lessee for the failure of water, electricity or sanitary facilities furnished to Lessee regardless of cause nor for any damages that may result from said failure. Lessor shall in no event be liable for any damage of the failure to furnish heat, light, water, air conditioning, or for injury to any person or property caused by any defect in the electricity, water, or sewage service. It is agreed that the premises are in good and safe condition, and Lessor is hereby absolved and released from any liability or claim to Lessee or other parties occupying or entering said premises accruing or on account of any defect in said premises or from rain, wind, fire, or other cause whatsoever not attributable to the willful act of the Lessor.

Lessee agrees not to hold Lessor liable for the breakage or leakage of water pipes above ground, nor for stoppage of waste pipes or sewers but on the contrary to repair such breakage or leakage and to unstop such waste pipes or sewers at his own expense. Lessee is responsible for any and all repairs from and including water supply boxes to mobile home. Lessor is responsible to relieve stoppage of sewage pipe after reasonable notice from tenant, if due to natural causes or deterioration, provided, however, that Lessor shall not be responsible for same if caused by carelessness, neglect or improper use of tenant. If tenant is responsible for stoppage or breakage of underground pipes he agrees to pay for the necessary repairs. Lessor shall not be liable for any damage for failure to make such repairs.

This lease is subject to across the board property tax or utility rate increases levied to the Lessor. In the event of said rate increases from time to time, Lessee agrees to pay a lot rental rate per month sufficient to reimburse Lessor for the increase in rates or taxes.

**It is further agreed by and between the parties to this contract that no alterations, repairs, changes or improvements of any type or character are to be made to the premises herewith leased and no decks, ramps, play yards, porches, additions or storage buildings or satellite installations are permitted without the consent in writing of the Lessor, except such as are necessary for the proper care and maintenance of the premises in an emergency. No trees are to be cut or removed from any lot without the consent of the Lessor.**

The Lessee agrees that all personal property placed in the leased premises or in any other portion of the Lessor's property or any place appurtenant thereto shall be at the sole risk of the tenant or the owners thereof and the Lessor shall in no event be liable for the loss, destruction, theft or damage to such property. Residents are required to secure appropriate insurance to cover such losses.

The leased premises shall be used and occupied by Lessee exclusively for residential purposes only and Lessee thereof shall use neither the premises nor any part at any time during the term of this lease for any other purpose. Lessee shall comply with all the laws, ordinances, rules, and orders of appropriate governmental authorities along with any other rules imposed by Stonegate LLC affecting the cleanliness, occupancy, and preservation of the leased premises, parking spaces and curbside areas during this lease.

Lessee shall be responsible for installation and connecting the mobile home to utilities. Lessee shall be responsible for arranging for and paying all utility services required on the premises, except that community dumpsters shall be provided by the Lessor.

It is agreed that no pets will be kept on the premises herein leased unless provision for such is made in writing by an addendum to this lease. Any pets not pre-approved and failure to file a **Pet Addendum** with **property** management will cause this lease to be in default and **due in full** without exception and lessee agrees to vacate the premises within thirty days.

Lessor agrees to keep the grass cut on a as needed basis. Lessee is responsible for all other lawn maintenance not provided by the Lessor. If Lessee is found to be in violation, a written notice will be issued. Lessor reserves the right to provide said requested maintenance at the expense of the Lessor upon expiration of written notice.

Lessee's mobile home and other personal property placed on said lot are held as security by the Lessor for the Lessee's obligations under this lease and at the Lessor's option said property may not be removed by Lessee until all monies due are paid to the Lessor. Lessor hereby claims a lien on all property belonging to the Lessee located on the leased premises.

Lessee agrees that upon termination of this lease Lessor may disconnect all utilities and hereby releases Lessor from any liability caused by said disconnection.

Lessee is to be held liable for all damages to Lessor's property caused by himself or his guests or any person living with Lessee. This is to include damage to water faucets, pipes, or **meter** boxes.

The Lessor reserves the right to make and enforce such other reasonable rules and regulations as in his judgment may be deemed necessary or advisable from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order herein.

Lessee does agree to obey all rules and regulations promulgated by the owner and/or management of Stonegate LLC and agree that a violation of said rules and regulations will, at the option of the Lessor, void this lease.

The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease without the Lessee having paid in full the rent of the entire time then and in such case the Lessor shall have the right at his option to take possession of the leased premises and to let the same as the agent of the Lessee and apply the proceeds received from such letting towards the payment of the rent due by Lessee under this lease and such re-entering and re-letting shall not

discharge the Lessee from liability for rent or other charges, nor from any other obligations under the terms of this lease, or at the option of the Lessor the rent for the entire term shall at once become due and payable and the Lessor may proceed to the collection of rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or the Lessor may at his option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Lessor's legal rights but are in addition to such existing rights.

Your lease provides that no mobile home or lot may be subleased or assigned unless approved by management. Management must approve any mobile home placed for sale or those homes being transferred to new owners for any reason. Please contact the office at once if you intend to sell your mobile home or transfer ownership. Failure to follow these guidelines may result in a request to have the home removed from the lot or prevent the transfer of ownership.

1. If a tenant puts their mobile home up for sale, management must be notified at the earliest possible date. This will include any transfers of ownership from one individual to another including family members or businesses.
  - a. Management must approve any individual residing within the community. Please notify management of any changes or additions with roommates.
  - b. The mobile home will be inspected based on many areas. These areas may include but are not limited to: age, size, overall condition, surrounding attachments such as fences, out buildings, decks and porches as well as landscaping. **See Sales Permit Addendum.**
  - c. After the inspection is complete the outcome will be placed in writing and issued to the person requesting a sales permit. Permits are not guaranteed and subject to certain conditions or requirements before sales permit will be issued.
  - d. If the home is issued a sale permit it will remain valid until the expiration date of the lease. An additional permit can be requested at that time.
2. If a prospective purchaser of your home applies for a lease **prior to consummation of the sale**, the application will be considered subject to our standard approval process. If the new purchaser's application is approved and the sale is consummated, then the new purchaser will be allowed to sign a new lease and **assume the remainder of your existing lease** and the mobile home can remain in the Community so long as:
  - a. Evidence of approved financing is provided to Community Management. (No owner financing)
  - b. Age and condition of mobile home and condition of home-site are acceptable to Community Management.
  - c. Lot is clean, and yard is free of debris.
  - d. Seller has a current lease with Stonegate LLC.
  - e. All rents and charges are current.
  - f. **All pets are removed. Including outside free roaming pets.**
3. If the prospective purchaser applies to the Community **after consummation of the sale** and purchase of the mobile home, the application can be denied, and the mobile home must be removed from the Community.
4. Any mobile home vacant for more than three (3) months must be removed from Stonegate LLC at owner's expense. Unless other arrangements have been made.

The parties agree that the words Lessor and Lessee wherever used in this lease, include heirs, devisees, legatees, executors, administrators, legal representatives, successors or assignees of the Lessor and Lessee respectively as if each time fully expressed. Wherever the word Lessee is used in this lease it shall be understood to be plural when this document is signed by more than one party and each Lessee by his or her signature assumes full responsibility for all the terms of this lease

In WITNESS WHEREOF the respective parties hereunto set their hands and seals on this the

\_\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management

\_\_\_\_\_  
Date

# Stonegate LLC

## A GUIDE FOR YOUR COMMUNITY

Welcome to Stonegate of Auburn. We are glad you have decided to join our Community. In order to contribute to your living pleasure, as well as protect your home and property value, the following Community Guide has been established. These rules are binding on all mobile home Owners and Residents, their Guests and Visitors. The Community Management has promulgated these rules to preserve uniformity and quality of standards, convenience, and enjoyment of all persons involved with Stonegate. Your cooperation with Management in the enforcement of these guidelines will assure a comfortable living environment for all Residents. It is to the advantage and well-being of all present and future Residents that Management insists as far as possible on admitting into this manufactured home Community only those Residents who want to be a part of this Community. No one will be denied residence in this mobile home Community on the basis of race, ancestry, color, religion, creed, sex, or marital status, as guided by Fair Housing laws and regulations.

First offenses of violation of the rules and regulations will be communicated via phone call or text message. Upon a second offense, the resident will be assessed a fine (detailed out below), receive a written notice of the fine, and Property Management will notify **owners, residents, and roommates** regarding the violation. Upon a third offense, the resident will be assessed a fine doubled what is detailed below, receive a written notice of the fine, Property Management will notify **owners, residents, and roommates**. The third offense will be the final offense before resident can be considered for eviction.

**Leases must include the signatures of all tenants who own or reside in the Community**

### HOME STANDARDS

The Management must approve all mobile homes and mobile home accessory structures and buildings before being placed or installed on individual lots. Any homes being moved into the Community must be approved by management.

All mobile homes are required to have approved steps and/or porches installed. Concrete blocks are not to be used for steps under any circumstances. Decks are an attractive and a desired addition to all mobile homes and you are encouraged to have these professionally built. Decks and porches must have approval prior to construction. They must be of professional quality and of a size that your lot will accommodate. All patio areas must be free of non-patio items (indoor furniture, appliances, etc.) as well as trash and debris. Line location is required before bringing in manufactured home.

No fences, clotheslines, animal pens or cages, garbage cans, tents or structures other than those approved by Management are allowed on mobile home lots or porches. Swings and other play equipment for children are permitted with Management approval of location.

No window air conditioning units are allowed. A fine of \$25.00 per window unit will be assessed to those with window units.

### UTILITIES AND HOME SET UP

All mobile homes are to be placed on the lot under the supervision of Management. Home set-up must comply with all State and City laws. Utility line location must be done before anchors are installed or trenches for electric and water connections are dug. Lot number must be placed on end of mobile home facing road.

Underpinning or skirting is required around all mobile homes after the 10 days allowed for state inspection and finished no later than 45 days from the date home is moved into the Community. All skirting must be vinyl and properly installed. No lattice, metal or similar material will be allowed for skirting purposes. Skirting on all mobile homes must be well maintained and any damaged or missing skirting must be repaired or replaced. This shall apply to all mobile homes, regardless of the cause of said damage or the time in which damage occurred. If not repaired in a timely manner, Community will repair the damage at the Lessee's expense.

Water – A backflow preventer is required on the water line for any mobile home. Water lines must be protected at all times.

Sewage – Any sewer backups caused by inappropriate items being flushed (tampons, flushable wipes, Q-Tips, etc.) will result in a minimum of \$160.00 fee for the service call billable to the tenant. Clean outs are required. If access is limited due to structures or heights, an extra charge will be added.

Electricity – All electrical hook-ups on mobile homes must meet City requirements.

### **LOT MAINTENANCE**

All Residents must maintain their lots in a clean, well-kept, and attractive fashion. You are asked to pick up all debris around your home including parking areas and curbside. Keep water hoses rolled up and off grassed areas for the lawn crew. If the lot is determined by management to need attention a request will be issued. Exteriors of all mobile homes must be kept clean.

Each Resident is encouraged to landscape the lot after taking occupancy. This includes seeding, watering and fertilizing of areas to be grassed in. Because of underground utilities, any landscaping that requires digging must be approved by Community Management. All planting becomes Community property and shall not be removed without written permission if the Resident leaves the Community.

Residents are to maintain any lawns, flowers and shrubs on their lots in a weeded, trimmed, and well-watered manner and must keep all trash and debris hauled off and barrels, boxes, brooms, ladders, and other equipment out of sight. Upon a written notification, the Community Management may take over care of any neglected lot and bill the Resident for services rendered with minimum charges of \$75.00. Vacationing Residents may decide with Management to have their lots maintained during any absences, with a minimum charge.

Upon vacating a lot with the home, the Resident must ascertain that the lot is leveled, all holes are filled, tie down anchors are removed, decks, steps, sewer and water pipes, utility wires, storage buildings, and all other items and debris are removed from the lot. Mobile home movers are required to obtain a move-off permit and make a deposit of \$100.00 before moving home from lot. Deposit is refundable when move-off conditions are in accordance with the specifications detailed in the permit.



Burning of leaves, trash and/or garbage is not permitted. Bagged leaves and pine straw (no garbage) and branches will be picked up by Community personnel (as long as such services remain available) if bags and branches are placed on your lawn at curbside. Please notify office before placing items for pickup to ensure prompt removal.

Tree limbs may be trimmed with permission. No Resident is allowed to cut trees at any time. Tree cutting is to be done by Community Owner or insured approved professionals only.

Dumpsters are provided for the convenience of all Residents. No garbage is to be left outside on porches or decks, beside steps, in pickup beds, in individual garbage cans, or any other place on your lot at any time. If dumpsters are full, please place trash at right side of dumpster area beside the fence and not in front of the dumpsters. Dumpsters will not be emptied if trash is in front of dumpsters. No appliances, furniture or large items should be placed at the dumpster area. Please contact the office to arrange for disposal. A fee may be assessed for this service.

Service calls for things the Community is responsible for are performed during normal working hours on weekdays except in cases of emergency. All requests for service can be reported to the Resident Manager by telephone, written message, or in person. Service calls are performed subject to the availability of the person or professional required. Priority is given to those requests that would constitute a hazard or extreme discomfort to the Resident.

### **COMMUNITY USAGE**

The use of loud music, any disturbing outbursts, or any noises caused by gaming/audio/visual devices by individuals will not be tolerated. Quiet hours begin at 10:00 p.m. until 8:00 a.m. Sunday through Thursday. Weekend hours begin at 12 midnight until 8:00 the next morning Friday through Saturday. Please be considerate of your neighbors.

### **ZERO TOLERANCE DURING PERIOD OF FINAL EXAMS!!!!** **PLEASE BE RESPECTFUL TO ALL!!!!**

Management may require any Resident to vacate the premises who becomes a nuisance, conducts himself improperly, fails to promptly pay rent and other legitimate charges, violates these guidelines or other posted rules within the Community, or for any other conduct of Resident or Guests which shall in the opinion of Management constitute a threat to the health, safety, or general well-being of other Residents, their property, or of the Community itself. Management may evict any Resident for cause. Management reserves the right to refuse admittance and accommodations to anyone for reasonable cause, and to refuse to accept further rent in accordance with the provisions of the Lease Agreement.

All persons who enter into and/or live in the Community do so at their own risk. Lessor shall not be responsible for any injury or loss to any Lessee, Guest, or Invitee because of accident, theft, fire or by some act of God or terrorism. Additionally, Lessor shall not be responsible for Adults or Children who may be injured while playing in the streets, drainage ditches, swimming pool, amenities or playground equipment within the Community.

Residents are responsible for the conduct of their Children and Guests and will be charged for any damages caused by their actions. Residents, Children and Guests should respect the property of other Residents and are expected to remain on their individual lots unless invited to another Residents lot.

Owners and/or Management of the Community and its employees shall not be responsible for damage, injury, or loss by accident, theft, fire or Acts of God, to either persons or property of any Resident or Guest.

No fireworks, firearms, air rifles, potato guns, paint ball guns, bows and arrows or any other type of weapon under its own power may be used in the Community. No target practice of any kind is allowed in the Community. Violation of this rule will result in the immediate termination of the Lease and a report shall be filed with the Auburn Police Department.

### **RECREATIONAL AND COMMUNITY FACILITIES**

All recreational facilities that are or may be provided within this Community are for the exclusive use of Residents. An adult must accompany children under 12 when those children are using a recreational facility. Older children must conduct themselves in an orderly manner and observe all Community guidelines and rules for the individual recreational areas. All recreational areas must be kept clean and neat by those using them.

Recreational facilities and equipment are used at the risk of the individual using them. Facilities and equipment must be used safely and with concern for the safety of others.

No glass, food or alcoholic beverages will be permitted in or around the facilities. Please dispose of any trash and cigarettes before vacating common areas. Trash cans area available in the pool bathroom and as you leave the pool area. Please be respectful of others present while using common areas. No loud music or profanity will be tolerated.

No one under twelve (12) years of age is allowed inside the pool fence without adult supervision. No infants with diapers allowed in the pool. Children requiring diapers must wear approved swimwear such as 'Swimmies' or Pampers Little Swimmers. There is no lifeguard on duty at the pool and all swimmers will swim at their own risk. **NO DIVING ALLOWED!** Persons diving into pool will be asked to leave and will lose pool privileges. **NO PETS IN POOL AREA!** A \$250.00 will be given to persons with pets in the pool area.

Rules posted at the pool or other recreational areas must be followed. Pool and any other facilities will open at posted hours.

**A Stonegate resident must accompany any and all guests the entire time the guests are utilizing the facilities.**

Recreational areas close as follows: **Pool closes at 10pm.**

### **VEHICLES AND PARKING**

The speed limit for all vehicles moving through the streets in this mobile home Community is **25** miles per hour. Please take caution and slow for each speed break. Failure to obey speed limits either by residents or quests may result in an eviction and/or a \$25.00 fine.

No parking is allowed within yards, on grass or in other areas not designated as parking areas. Please do not permit guests to Community in front of other Residents homes. Guest parking is permitted at street side for brief visits if street is clear for emergency vehicles at all times, no driveways are blocked, and other Residents can safely and easily enter and back out from their

parking spaces. Extra parking for Guests who will be staying overnight or for a lengthy daytime visit is available at the roadside area of the pool or common areas.

Only the number of vehicles that can be accommodated in the parking spaces for each individual lot are allowed to be parked on each lot. All vehicles registered for your lot must be parked on parking spaces only. Do not let wheels go to the sides or beyond the pad. Most parking spaces are designed to hold 2 vehicles. No boats, utility trailers, ATV's, etc. will be allowed in the parking spaces.

Go-carts, ATV's, and any other motorized or battery-operated conveyances are not allowed on the streets within the Community. No unlicensed individual may operate a motor vehicle in the Community at any time. Those driving with learner's permits must have a parent with them in the vehicle while being driven within the Community, as designated by State laws.

Repairing or over-hauling of motor vehicles is prohibited within the Community. No parking of broken-down or junked motor vehicles will be allowed on mobile home lots or street. Abandoned or non-operative vehicles will be towed away at owner's expense. No vehicles with flat tires are allowed to remain on parking pad for more than 2 days.

### **COOPERATION WITH COMMUNITY OWNER IN CLEANUP AND SAFETY**

All Residents and their Guests have a responsibility to report to the Community Management any unsightly or unsafe condition that they observe in the community.

Residents are to cooperate with Management in any formal fire protection or education program prescribed to maintain the safe condition of this Community and the physical well-being of all its occupants.

Parents are expected to be aware of where their Children are and not to allow them to play **on** the streets. All toys, wagons, balls and bicycles left on streets or ditches will be picked up by Community personnel and can only be returned to an adult. Children should be off the streets by 9:00 p.m. unless walking while accompanied by an adult.

### **ANNOYING CONDUCT**

No Residents or their Guests may engage in any conduct within any mobile home, at any lot, or anywhere in the Community that may be determined to constitute a substantial annoyance to other residents. Upon notice from the Owner and/or Management to desist from any annoying activities, a Resident must immediately comply. Public drunkenness, illegal drug use, immoral conduct or public profanity will not be allowed.

### **PLEASE BE RESPECTFUL OF OTHERS DURING THE ENTIRE FINALS WEEK!**

**Loud music, whether from a home, a lot, or a vehicle, will not be allowed at any time.** Bass amplification of music that reverberates inside another home will not be tolerated and after 3 complaints by neighbors or Community personnel the tenant who is responsible may be evicted. Each tenant is also fully responsible for any of his or her guests who come into the Community with loud radios and the eviction policy will apply to this noise violation as well as from the tenant's home or personal vehicle. Good judgment and thoughtfulness for others must be used in the playing of musical instruments or any equipment creating an audible sound. The operation of such equipment

is permitted provided their noise level is adjusted so as to be audible **only** in the mobile home or vehicle in which they are located.

## **PETS**

Pets are **not** allowed without direct permission from management and payment of pet deposit (see Pet Addendum for residents who are required to pay a pet deposit). Only one 10' x 10' chain link dog kennel will be permitted. No fence may be constructed of other material or placed in the ground, unless approved by Property Management. All dogs must be on a leash according to Auburn City regulation. Management realizes other control options exists but must state the City requirements. Animals may not be tied up or allowed to run at large. Violations will be reported to an Animal Control officer and/or notice from management. Animal waste must be picked up immediately and properly disposed of because of health, sanitation, flies and odor issues. Barking and whining dogs that cause a disturbance to other Residents will not be tolerated. Any notices regarding pets in Stonegate LLC should be carefully read and observed. You must register your dog with the Community by completing a Pet Addendum. Restricted breeds, as designated by insurance, can be found on the Pet Addendum form. Pets must be kept under control at all times and present no harm or aggression towards others. Outside cats are not permitted anywhere within the Community unless they are spayed or neutered.

## **LAWS AND NOTICES**

State law requires current licensing in Lee County of all mobile homes in the Community on an annual basis every October 1<sup>st</sup>.

Any notice of violation of mobile home or mobile home Community standards, laws, regulations, or ordinances received by a Resident of this mobile home Community from any federal, state, or local enforcement agency with jurisdiction must be fully complied with no later than the time limit given within the notice.

The displaying of signs or conducting of business of any nature in the mobile home Community is not permitted without prior approval of Management. Door-to-door Salesmen or Solicitors are not permitted. Residents are urged to inform the Property Management if any permitted activities occur within the Community.

Residents are permitted to advertise availability of their homes for sale. Signs may be placed only on or in the mobile home. No signs are to be placed in yards. Other rules pertaining to your residency here are on your lease. Read current posted notices at mailboxes and the office door that pertains to the Community.

**EXAMPLE OF WRITTEN NOTICE**

<b>Date:</b>		<b>Lot #:</b>	
<b>Violation Offense:</b>		1st Offense	2nd Offense
		3rd Offense	
<b>Reason for Violation:</b>			
<b>Results of Violation:</b>		Phone Call or Text	
		Written Notice	
		2nd Offense Fine Charge	
		2nd Offense Notification of Owner, Resident, and Roommates	
		3rd Offense Fine Charge	
		3rd Offense Notification of Owner, Resident, and Roommates	
		Legal Eviction Process	

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management

\_\_\_\_\_  
Date

**Stonegate LLC**

**Resident Responsibilities**

This outlines the most ignored rules. Each violation will result in fines and corrective action. You will NOT receive any warning other than this notice. The results are aimed to keep the community in great shape and allow management to respond appropriately to issues.

- Please report any suspicious activity in the Community to Community Management immediately.
- Keep all debris picked up and cleared from your lot and deck.
- Only permissible furniture outside. Nothing from inside your home - includes coolers.
- No parking on the grass. Includes curbing part of the car.
- No disturbances after 10pm weekdays and 12am weekends.
- Do not drive above 25 mph within our Community
- Only use our dumpsters and parking. Do not use Crossland Downs amenities.
- Notify Community Management if there is a change in your contact information.
- Accounts will be past due after 5 days and the eviction process will begin.
- Dogs must be kept **under control of the resident** at all times and always clean up after them.
- Skirting must be kept up at all times.
- Leasing or renting of home is prohibited, no exceptions. Only extra bedrooms.
- All pets must be approved by management and occupant should have a current Pet Addendum.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management

\_\_\_\_\_  
Date

**STONEGATE OF AUBURN PET ADDENDUM**

**GENERAL COMMUNITY PET RULES**

1. Any pet must be approved by management with written consent.
2. Owners must pick up pet waste. Not picking up behind your pet could result in a \$25 cleanup fine per occurrence.
3. Coverage of your pet, regardless of breed or type, in your rental or home owner’s insurance.
4. Breeds, as designated by insurance, have certain requirements that must be met in order for them to reside within the community.
  - a. Pet addendum must be approved by management
  - b. Documentation of up-to-date vaccinations
  - c. Documentation of coverage of your pet under your homeowners’ or renters’ insurance
5. If the pet damages any of the grounds, the cost will be deducted from the deposit.
6. Only one dog will be allowed in an approved outside, above ground pen at a time.
7. ABSOLUTELY NO PETS ARE ALLOWED ON PREMISES, WHETHER TEMPORARY OR PERMANENT, WITHOUT MANAGEMENT’S PRIOR WRITTEN CONSENT. VIOLATION WILL RESULT IN A MINIMUM FINE OF \$500 AND/OR EVICTION.
  - a. If a tenant wishes to have a pet on or in the premises, he/she must sign a “Pet Addendum” prior to possession of the premises.

**ACKNOWLEDGEMENT AND CHARGE TO OWNER WITH OUTDOOR FENCE** \_\_\_\_\_

1. A \$250.00 pet deposit fee will be charged upon installation of temporary outdoor fencing
  - a. The deposit will be returned after the grounds have been restored to the state in which the resident received them
2. Outdoor fence must follow approved guidelines below:
  - a. No larger than 10 x 10 or no more than 4, 10ft chain link panels
  - b. Absolutely NO fencing in the ground
  - c. No homemade or hand-built fences are permitted
  - d. Utilizing own mobile home and deck as border is allowed with approval from Property Management
  - e. Joining adjacent fencing is not permitted (totally enclosing the area between two mobile homes)
  - f. Maintenance of grounds within pet fencing is the responsibility of the resident

**I have been approved by Stonegate of Auburn to have \_\_\_\_\_ (QTY)**

\_\_\_\_\_ **(TYPE OF PET).**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management

\_\_\_\_\_  
Date

**RENTAL HOME ADDITIONAL TERMS TO PET ADDENDUM** \_\_\_\_\_

1. Tenant must pay a \$250 **non-refundable** PET DEPOSIT.
2. Upon inspection 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 necessary by management, you will be required to remove the dog/pet from the premises and be responsible for the cost to correct the issue.

**I have been approved by Stonegate of Auburn to have \_\_\_\_\_ (QTY)  
\_\_\_\_\_ (TYPE OF PET). I have paid my **non-refundable** pet deposit of \$250 and understand that any damages to the home, not covered by the pet fee, as a result of my pet will be deducted from the home deposit. Any damages that exceed the pet deposit will be my responsibility to cover the cost. I have read the above guidelines and understand that I will be assessed a minimum \$500 fine and/or eviction if I am found in violation of any of the above.**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management

\_\_\_\_\_  
Date