

Park Rules / Terms and Conditions for Pulaski (Byrd's) Mobile Home RV Park (the "Park")

Effective 01/31/2022

Check-in is between 1pm-5pm Monday thru Friday only. Check-out time is 9am until Noon.

Rent is due on the 1st of each month. All payments must be made online via Tenant Web access or at a CashPay location. No cash or checks will be accepted in person. Rent is considered late if not received by 6:00pm on the 5th day of the month. A \$10.00 per **day** late charge will be added until paid in full. No partial payments will be accepted. If rent is not paid on the 5th, you will receive an eviction notice and you will have 7 business days to pay in full (including fees) or vacate the property. Our payment provider Zego may charge convenience fees for different types of payments.

Minimum stay is 30 days. Partial months will NOT be pro-rated unless required by law.

Stays between 30 days and 90 days will incur a Madison County Occupancy tax of 6%.

30 days notice is required to vacate if stay is longer than 30 days.

A deposit in the maximum amount of one month's rent will be required from all occupants (this is a deposit and will not be used to pay rent). This deposit will be refunded when the lot is vacated, provided the lot is cleaned of all materials and the grass freshly cut and no outstanding charges are due.

Occupants must provide a forwarding address to send the deposit refund.

Trailers/RVs/Campers in the Park will not be rented to other parties without Park management prior written approval. Sale of trailers/RVs/campers in the Park will not be guaranteed a lot unless buyer is approved by Park management. Buyers must fill out an application and be approved by Park management in writing in order to remain in the Park.

Each trailer must have their lot number with at least 6-inch numbers visible from the street per Madison County 911 rules.

Utilities: RV/Camper lots have are subject to a **\$80 per month fee for utilities added to the rent charge**. The Park reserves the right to alter or amend this utility policy upon 30 days written notice.

Automobiles must be parked in your driveway only. Under no condition will they be parked in the front yard, back yard or on any grassy area. There will be no driving of vehicles in the back yard. Working on automobiles in the Park is prohibited. Inoperative automobiles may be removed from the Park by the owner or the Park manager at the owner's expense. Vehicles with non-current license plates are in violation of the county junk car law and must be removed from the Park. A \$100 fee will be assessed to anyone parking in the grass. All trailers/campers/RVs and automobiles must have their license plates registered. There is a maximum of 2 automobiles in addition to the trailer/camper/RV.

Speed limit in the Park is 15 m.p.h. and is strictly enforced. Violators may be fined.

For safety reasons, children will not be permitted to play in the streets. **THIS INCLUDES RIDING BICYCLES, OR ANY OTHER ACTIVITIES.** Children must play in their own yards. They are not permitted to play in other occupants' yards without permission of the adult occupant. Any damage caused by children or other minors must be paid for by the parents, guardians or responsible adult. No one, including adults, is allowed to play in or place anything in vacant lots.

All children's toys and bikes will be kept in the backyard, not in the side or front yard.

NO firearms will be discharged on the Park premises; this includes BB and pellet guns. Absolutely NO hunting is allowed on the Park property.

Pets must be approved by the owner/manager in writing, which approval may be granted or denied in owner's/manager's sole discretion. Maximum of 2 pets if approved by manager. A pet will be allowed

only if it is kept inside or in a pen installed at the back of the lot. The pen must be a minimum of 4 feet tall with top rails and must include a gate. Only a chain link fence will be approved. The pen must be approved by the Park owner/manager prior to installing. UNDER NO CONDITIONS WILL THE PET BE LET LOOSE IN THE YARD (DAY OR NIGHT) or anywhere else in the Park, AND THEY CANNOT BE TIED OUTSIDE. If the pet is outside, it must be with an adult, it must be on a leash or in a pen and in your yard only. Pit bulls are not allowed in the Park, this is due to insurance reasons.

Yard grass must be kept neat and cut at all times. If not properly kept, the owner/manager will have it cut at a cost of \$95.00 (mobile homes) or \$50 (RVs) per cut. RVs – you are responsible for grass from your connection (or the back of your camper whichever is farthest back) to the road and ½ way between your camper and the one next to you.

The sewer and water lines from the home/camper to the water box and septic tank are the responsibility of the renter. The septic tank and field lines are the responsibility of the Park. The water line from the meter to the main line is the responsibility of the Madison County Water Department. If you have a leak on the county side of the meter, call the Madison County Water Department. If it is on the lot side of the meter it is your responsibility. To the fullest extent allowed by law, the Park is not responsible for electrical issues or damages. It is recommended that you have a surge protector and insurance on your mobile home/RV/camper.

Garbage pickup is weekly on Wednesdays (time varies). Camper/RV lots share a trash bin for every two lots. This bin must be placed for collection at the side of the road, between the two campers/RVs that share it.. Do not dump trash on your lot or anywhere on Chris Byrd Drive. The county does not pick up any trash outside of your shared garbage bins because it is a private drive. Please dispose of trash properly and not on the property.

Please keep noise at a reasonable level and noise levels should be at a minimum from 9pm to 8am. Noise violations may be grounds for eviction from the Park.

The building of sheds, porches, pet pens, patio covers, and underpinning is prohibited without prior approval of the Park manager. All sheds must be portable. All additions must be kept neat, painted, and in good repair. Fencing lots is not allowed (pet pen only). Sheds are limited to 6' x 8' for RV/camper lots and 10'x12' for mobile home lots and must be located behind the mobile home/RV/camper. RV/camper tenants may NOT run electricity to sheds or anything in addition to the RV/Camper. No pools of any kind, including but not limited to children's pools, or trampolines may be placed anywhere on the Park property.

All outside storage will be placed neatly behind the mobile home. No storage will be placed in the front of the mobile home/RV/camper, on porches or under the mobile home/RV/camper. This includes but is not limited to mowers, grills, storage containers, ice chests, hoses, etc.

Trailers/RVs at the Park shall only be used for residential and recreational purposes. No businesses shall be run from the Park. No business trucks, trailers or other equipment is to be parked or stored in the Park.

Occupant agrees to notify Landlord of any anticipated extended absence in excess of fourteen (14) days prior to or on or before the fifth day of the extended absence. Failure to provide the notice set forth herein will be considered a willful noncompliance with these Rules and may constitute grounds for eviction.

Mailboxes are the responsibility of the renters. You can rent a P.O. Box at the Toney Post Office.

There will be no drinking of alcoholic beverages in public areas.

No riding of motorcycles, go carts, four wheelers or any other motorized RV vehicles will be permitted in the Park, except to enter or exit the Park.

RVs/campers: each site (there are 4 sites-A,B,C & D per lot) is limited to 1 RV/camper and 2 vehicles. Each will be externally inspected regularly to ensure proper hoses are being used and are connected correctly, tanks are not leaking and are connected properly, the RVs/campers are well maintained, etc.

Only those individuals listed on the application are allowed to live in the trailer/RV. Exceptions must be approved by Owner or Park Manager. ANYONE LIVING IN THE TRAILER/RV OTHER THAN THE RENTER WILL CAUSE AN ADDITIONAL FEE TO BE ADDED TO THE MONTHLY RENT OR BE GROUNDS FOR REMOVAL FROM THE PARK. ADDITIONAL PEOPLE INCLUDES ANYONE NOT LISTED ON THE ORIGINAL APPLICATION WHEN YOU MOVED INTO THE PARK. This will be determined and enforced by the owner and/or manager. Maximum occupants is 4 per trailer/RV.

All personal property placed in, on or around Site/Lot, or any placed appurtenant thereto, shall be at the risk of Occupant(s), and the Park shall in no event be liable for the loss of or damages to such property or for any act or negligence of any person or occupants or of any other person whomsoever in or about the Park.

You are responsible for any damages to the Park or any other occupant's property caused by you or any visitors or guests you may have and will result in fees and/or reduction of security deposit.

VIOLATIONS OF THESE TERMS AND CONDITIONS OR ANY OTHER WRITTEN RULES AND REGULATIONS OF THE PARK MAY BE GROUNDS FOR EVICTION FROM THE PARK. IN ADDITION, THE PARK RESERVES THE RIGHT TO EVICT OCCUPANTS FOR ANY OTHER LAWFUL REASON, INCLUDING WITHOUT LIMITATION FAILURE TO TIMELY PAY RENT OR ANY OTHER AMOUNTS OWED HEREUNDER. THE PARK FURTHER RESERVES THE RIGHT TO REMOVE RESIDENTS, OCCUPANTS AND GUESTS IN ACCORDANCE WITH ALA. CODE § 35-15-30, AS AMENDED, AND ANY SUCCESSOR STATUTE.

RULES ACKNOWLEDGEMENT

I hereby acknowledge that the Park owner and manager have full authority to enforce the rules. Should I be asked to vacate the Park for non-compliance of park rules, I will vacate immediately. I have received a copy of the rules and I/we, along with any and all visitors, will comply with them or move from the Park.

This should be signed by anyone over 17 residing in the mobile home/RV/ camper.

Signed: _____ Date: _____

Print: _____ Lot #: _____

Signed: _____ Date: _____

Print: _____ Lot #: _____

Signed: _____ Date: _____

Print: _____ Lot #: _____