

SILVER CREEK

at Elmore

PROTECTIVE COVENANTS

1. Only 2000-year model mobile homes will be allowed into Silver Creek unless approved by owner/Land Bank.
2. The number of occupants is to be based upon the size of the mobile home, for example a 2 bedroom will occupy 4 people, a 3 bedroom would occupy 6, etc.
3. No smoking is allowed inside any unit owned by Land Bank, LLC. Violation of this will result in immediate action.
4. Units owned by Land Bank, LLC will be inspected quarterly by the manager to ensure that the unit is in good repair and to clean/replace the air conditioning filters. Land Bank, LLC. reserves the right to inspect as necessary to be determined by the owner.
5. Vinyl skirting is required to be installed on ALL mobile homes within (14) days of arrival in the park.
6. All mobile homes must be set up and tied down by a person certified by the State of Alabama to do such work.
7. No units owned by Land Bank, LLC are allowed to have pets of any type without prior approval and full payment of the non-refundable pet deposit.
8. No animals are to be left outside unattended: e.g. on a chain when you are not home or when you are sleeping.
9. All pets owned by persons in privately owned homes must be inside domestic pets only and must be leashed when they are outside. No outside pens or kennels are allowed.
10. Any structure that is installed outside must be approved by management. This is to include but not limited to sheds, fences, decks, etc.
11. **Trash burning on the lots is prohibited. No in ground or above ground fire pits are allowed unless they are in a fireplace designed to be used outside.**
12. Trash may not accumulate outside the mobile home.
13. All lots must be kept groomed and be free of debris and clutter and be kept organized and presentable at all times. This applies to the entire lot: front, back, and sides.
14. Outside appearance of all units must be kept in good repair. This is to include all steps, porches, decks, and sheds.
15. Each unit is required to have a set of functional steps for the front entrance.
16. No junk vehicles will be allowed in the park. Vehicles without a current tag and vehicles that do not move **will be towed at the owner's expense**. Major mechanic work (removal of engine, transmission, etc.) cannot be performed anywhere in the park. Parking on the grass is prohibited. Parking is only permitted within the boundaries of the driveway. A diagram of permitted parking is included in this packet. Any vehicle found parking anywhere other than specified above **will be towed at the owner's expense**. Parking on the street is permitted for guests only.
17. Commercial vehicles will no longer be allowed to park on park property; This includes, but is not limited to, tow trucks, dump trucks, car carriers, tractor trailers, etc.
18. Absolutely no motorized means of transportation including but not limited to ATVs, four wheelers, go carts, dune buggies, dirt bikes, golf carts, scooters, mopeds, etc. shall be allowed to be operated anywhere in the park. This includes lots, streets in the park, or roads leading in to Silver Creek Mobile Home Community. This type of activity creates a noisy and unsafe atmosphere and will be grounds for immediate eviction.
19. Fencing, if desired, must be at least four (4) feet high factory installed chain link. Fencing will become the property of the park if the tenant moves out.
20. Yards must be maintained by the tenant. If you fail to maintain your yard (e.g. cut the grass, pick up and dispose of trash or debris, weed eat, etc.) we will do it for you. A fee will be charged for every service performed and will be added to your balance due.

- 21. Any obnoxious, disturbing, and/or illegal behavior or activity (e.g. loud music, voices, fighting, etc.) is unacceptable. Law enforcement will be called.
- 22. In order to be respectful of your neighbors a 10 to 10 noise rule is being enforced.
- 23. Law enforcement being called to your residence excessively will constitute eviction. Park manager reserves the right to determine what excessive at their own discretion.
- 24. The management also reserves the right to evict upon reasonable belief that illegal activity is occurring.
- 25. No subletting will be allowed.
- 26. No basket ball goals are allowed in the street.
- 27. Upon entering the park, the music in your vehicle should be turned down to a level that can not be heard outside of your vehicle.
- 28. **The park speed limit is 10 MPH. This applies to everyone.**
- 29. **Criminal background checks are required of any individual living in the home for more than seven (7) consecutive days.Park owner reserves the right to deny occupancy based on his sole interpretation of the criminal background check.**
- 30. Visitors to the park are the responsibility of the person they are visiting. Their actions will be considered your actions. This applies to children as they are **YOUR** responsibility. Please do not allow children to play in the streets, leave toys scattered all over the yard, or bother any neighboring lot. The appearance of the park is everyone’s responsibility.
- 31. Rent is due on the 1st of the month and is late after close of business on the 5th. It is LATE on the 6th. A late fee is applied on the 6th. Visits to your home or a notice mailed in attempt to collect rent after the 5th of the month will result in an additional fee being added to your balance for EACH visit or mailing. No one will be allowed to move their mobile home from the park until all lot rent and fees are paid in full.
- 32. Lot rental is considered to be month-to-month tenancy. There is not written lease for any specified time. You may leave when you are ready, provided that your lot rent is current.
- 33. Should it become necessary to evict you from the park, you will be held responsible for all costs incurred in doing so.

PROTECTIVE COVENANTS AGREEMENT

You are being asked to sign this agreement to signify that you have received a copy of the Protective Covenants and that you have read and do understand them and agree to abide by them.

I, _____, the undersigned, do acknowledge that I have read and do understand these regulations. I further acknowledge that I agree to conduct my actions in accordance with the Protective Covenants or risk eviction. I do fully understand and agree that if I am found in violation of any covenant and evicted, I will have ten (10) days to remove my personal property from the premises and vacate Silver Creek Community.

DATE: _____

Manager Silver Creek Community

Tenant

Address Rented