Rules and Regulations for

Deer Pointe Meadows, LLC

Contents

Section 1: Mobile Home Setup	3
Section 2: Mobile Home Standards	3
Section 3: Mobile Home and Lot Maintenance	7
Section 4: Homeowners and Guests	8
Section 5: Subletting	9
Section 6: Sale of Mobile Homes	9
Section 7: Utilities	10
Section 8: Pets	10
Section 9: Flood Risk and Flood Insurance	11
Section 10: Vehicles	11
Section 11: Firearms, Fireworks and Illegal Substances	12
Section 12: Dispute Resolution	12
Section 13: Fees and Deposits	13
Section 14: Termination of Rental Agreement	13

Rules and Regulations Signature Page

I hereby acknowledged that I have received and Deer Pointe Meadows, LLC.	l read a copy of the Rules and Regulations o	f
Homeowners Name	Date	
Homeowners Name		
	Date	

Addendum to Deer Pointe Meadows, LLC Rental Agreement

These rules and regulations are considered integral part of your rental agreement.

Please be advised that any and all agreements between Deer Pointe Meadows, LLC and any homeowner which modify or amend the rules, regulations or policies set forth herein must be in writing. Verbal representations or agreements are invalid and unenforceable.

Section 1 – Mobile Home Setup

- 1.1 Prior to setting any home in Deer Pointe Meadows, the owner shall be responsible for coordinating with the Park Manager to specifically locate the position of the home on the space. Corner stakes will be set on the lot to locate the proper position of the home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and a lot corners. The homeowner will be responsible for coordinating with the home dealer and/or transportation company that moves the home to ensure that the home is properly positioned on the space. Electrical, telephone, cable TV, sewer and water connections as well as placing gravel or concrete runners on the lot, blocking and tie downs, if required, are the responsibility of the homeowner.
- 1.2 Each homeowner is responsible for any damage caused during the siting of his home and shall reimburse Deer Pointe Meadows, LLC for any expense incurred by Deer Pointe Meadows, LLC as a result of damage caused to the lot, curb, driveway or utility services, or any portion of the park by the homeowner moving in or out of the park.

Section 2 – Mobile Home Standards

- 2.1 Manufactured homes located in Deer Pointe Meadows as of December 28, 2012 must comply with current county and state building code standards as well as those standards set forth in the Deer Pointe Meadows rental agreement/rules and regulations. However, as a condition of approving the sale of any home currently located in Deer Pointe Meadows to a new homeowner, Deer Pointe Meadows, LLC shall require that the home the brought up to and comply with all current park standards at the time of sale except otherwise noted below.
- 2.2 Prior to siting any home in Deer Pointe Meadows, the homeowner shall be responsible for providing Deer Pointe Meadows, LLC with a copy of the home purchaser agreement (if the home is new) or accurate description of the home that confirms that the purchase agreement includes all required improvements as set forth in section #2. Specifically including skirting, decking, awnings and storage building. In those cases where a homeowner is moving a qualifying home into Deer Pointe Meadows that is not a new

purchase, the homeowner shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements and storage structure that will be sited in the park.

- 2.3 No alterations are to be made to the home, or home space without the prior **written** permission of Deer Pointe Meadows, LLC. Deer Pointe Meadows, LLC reserves the right to approve any exterior accessory or structure added to the home or placed on the space prior to its construction and/or installation. All structures must be of factory/manufactured material or specifically approved by Deer Pointe Meadows, LLC prior to their construction and/or installation. Deer Pointe Meadows, LLC reserves the right to request that all permanent structures erected by a homeowner on a homeowner space be removed at the homeowner's expense when the homeowner moves from the park.
- 2.4 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 2.5 All improvements constructed/ erected on a homeowner space to include skirting, carport, decks, porches, awnings, storage buildings (except for pre-fabricated storage building, etc.) must be constructed/ erected by a license contractor. Manufactured homes located in Deer Pointe Meadows as of December 28, 2012 are exempt from this.
- 2.6 All homes a must have a window of not less than twelve (12) square feet on the side of the home facing the street; (example: 3' 6" wide by a 3' 6" high.) A smaller window may be allowed with the prior written approval of Deer Pointe Meadows, LLC on the condition that the homeowner install landscaping acceptable to Deer Pointe Meadows, LLC across the front of the home to visually compensate for the lack of a window(s). The window facing the street must have wood trim painted a complimentary color.
- 2.7 All towing hitches must be removed immediately after the home is placed on the lot.

 Manufactured homes located in Deer Pointe Meadows as of December 28, 2012 are exempt from this requirement.
- 2.8 Homes moving into Deer Pointe Meadows must be a minimum of 14ft. wide and must be approved by Deer Pointe Meadows, LLC prior to move in. A home will not normally be accepted if it is more than ten (10) years old as if the date of move in. Deer Pointe Meadows, LLC reserves the right to refuse admission to any home which does not meet park standards or the condition and/or the appearance of the home is misrepresented.
- 2.9 All homes are required to have wood, composition, final or aluminum siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting with must be made of the pretreated/ weatherized material that is compatible in designed to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the

skirting panels must be caulked or filled prior to painting. Skirting must be installed within thirty (30) days following setup. Corrugated metal or fiberglass skirting is **not** allowed.

- 2.10 Temporary steps must be removed not later than thirty (30) days after setup.
- 2.11 All homes must be connected to the sewer line with rigid pipe. The home must be placed on the space so as to cover/enclose the sewer and water connections. Manufactured homes located in Deer Pointe Meadows as of December 28, 2012 or exempt from this requirement.
- 2.12 All homes must have awnings and decks not less than the minimum size is outlined below:

Patio Side

Deck: 36" x 36" of continuous deck, exclusive of steps.

Awning: 36" x 36" of a continuous aluminum factory/manufactured aluminum or wood frame to awning with composition shingle roof.

Note: Awning framing and supports for metal awnings it must be metal; awning framing and supports for wood frame awnings must be 2" x 4" framing material and 4" x 4" wood support posts. If the design of the home provides for a recessed entry, a patio side awning is required.

Carports Side

Deck: 36" x 36", exclusive of steps.

Carport Awning: 36" x 36" of continuous aluminum factory/manufactured aluminum or wood frame awning with composition shingle roof.

NOTE: Awning framing must be of 2" x 4" or 2" x 6" material; support post must be of 4" x 4" material. All construction must comply with local building codes. Any wood frame patio awning and/or carport awning must be painted to match the home and be approved by Deer Pointe Meadows, LLC in writing prior to its construction. Roofing shingles on the carport awning must match shingles on the home. The carport awning must be a minimum of 10ft. wide unless the terrain or lot size/ shape limits the awning size to a narrower width. All carport awnings must start at the front of the home. Corrugated metal or fiberglass awnings are **not** allowed.

2.13 Decks and porches must be skirted with the same material as used to skirt the home and painted or stained to match the skirting of the home. All decks/porches and steps must have hand rails. Vertical slats/handrails made of 2" x 2" material on 8" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" x 4" or 2" x 6" pressure treated/weatherized wood.

Awnings, decks and storage buildings must be installed and painted/stained within thirty (30) days following setup of the home unless other arrangements have been made in writing with Park Management.

- 2.14 Each homeowner is required to install a storage building of a size not smaller than 4' x 8' or larger than 15' x 10'. The storage building may be constructed of vinyl, one or aluminum lap siding or pretreated wood siding painted or stained to match the home. Storage buildings may be roofed with asphalt shingles or manufactured aluminum awning type roofing material, so as to be compatible with the color and style of the homeowner's home. Prefabricated wood or metal storage sheds are also allowed, subject to prior written approval from the Park Manager. Prefabricated wood or metal buildings must be of a color that is compatible with the homeowner's home.
- 2.15 Each homeowner moving in a new or approved home into Deer Pointe Meadows shall be responsible for installing two above ground hose bibs (one on either side of their home). All above ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. Manufactured homes located in Deer Pointe Meadows as of September 20, 2006 are exempt from this requirement.
- 2.16 Each homeowner moving a newer approved, and Deer Pointe Meadows shall be responsible for installing a backflow device at the time the home is connected to the park's water system. The expense of installing the device shall be borne by the homeowner. The homeowner shall be responsible for maintaining the backflow device in a serviceable condition at all times.
- 2.17 Not later than ninety (90) days following move in, the homeowner shall be required to install sufficient landscaping has to meet the minimum landscape standard set forth below.
 - A. Deer Pointe Meadows will install the street tree at a location in the front yard near the property/lot line opposite the driveway.
 - B. Landscape plan with front yard lawn: If the homeowner elects to install a lawn in the front, side or rear yard areas of their space, the lawn must be mowed regularly and kept weed free. In those cases where a homeowner elects to install a front yard lawn, a minimum 24" wide plant in bed must be installed across the front of the homeowner's home. A minimum of six evergreen shrubs is measuring 18" to 21" or alternatively, in 3 gallon containers must be installed in the front yard planting bed.
 - C. Landscape plan without front yard lawn: If a homeowner elects not to install a lot in their front yard, acceptable alternatives include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than six evergreen shrubs, measuring either 18in. to 20in. in size or in 3 to 5 gallon containers plus not less than five additional shrubs or plants of a size not smaller than 1 gallon in size. All yard areas that are covered with decorative rock or bark must be kept weed free at all times.
- 2.18 No manufactured home, accessory structure or addition shall be place closer than to 3' from any lot boundary line without the prior written approval of Deer Pointe Meadows,

- LLC except that, a carport/garage may be placed up to the lot boundary line, in which case the home, accessory structures and additions on the adjoining lot shall be placed at least 6' from the common boundary line.
- 2.19 Deer Pointe Meadows, LLC reserves the right to make reasonable modifications to the standards identified herein to accommodate special circumstances which may be dictated by the terrain of the park or individual spaces/lots.

Section 3 – Mobile Home and Lot Maintenance

- 3.1 Each homeowner shall be responsible for maintaining and keeping clean and in good repair the exterior of their home as well as all appurtenant homeowner structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, handrailings, storage building(s), etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration.
- 3.2 Homeowners are responsible for maintaining all lawn areas, flower and shrubbery within their space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, Deer Pointe Meadows, LLC reserves the right to perform whatever landscape maintenance may be required and charged the homeowner directly.
- 3.3 The landscaping improvements made to the space as provided by this agreement shall, upon termination of the tenancy by either the homeowner or Deer Pointe Meadows, LLC become the property of Deer Pointe Meadows, LLC. The homeowner may keep and take with him nothing without written agreement.
- 3.4 Homeowners absent for extended period of time 2 weeks or longer shall be responsible for arranging for the care and maintenance of their space during their absence.
- 3.5 Fences over 4' high will not be permitted within the park. Cyclone fences only are allowed and may be installed only in the rear yard area of the home space. All fences must be approved in writing by Deer Pointe Meadows, LLC prior to installation. Homeowners shall be responsible for maintaining any fences located on their space.
- 3.6 Common areas, driveways, streets and homeowner spaces in yard areas including porches and decks are to be kept clear and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, firewood, gardening tools and equipment, etc. must be stored in the homeowners storage shed or out of sight.
- 3.7 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture.
- 3.8 Firewood must be stored behind the home, visually screened from the street or in and approve storage shed.

- 3.9 Clotheslines and/or clothesline poles are not allowed. Articles of clothing, linens, rugs, etc are not allowed to be draped over deck/porch railings or left outside the homeowner's home.
- 3.10 Homeowners may, with the prior written permission from Deer Pointe Meadows, LLC erect play equipment in their backyards. Any play equipment placed on the space must be located behind the home within the designated boundaries of the homeowner's yard. Each homeowner assumes responsibility for maintaining the playground equipment in serviceable condition during their term of residency and agree to remove the equipment when they terminate their tenancy in Deer Pointe Meadows.
- 3.11 Window coverings visible from the outside of the Manufactured Home must be: (A) in good working order. (B) a neutral color compatible with the home/trim color; and (C) of the design and materials standard in the window dressing industry, such as drapes, levelors, etc. Sheets, blankets, plastic, paper, foil, etc are not allowed.
- 3.12 No manufactured home, accessories structures or addition, including awnings, decks, etc may be placed closer than 3' from any lot boundary line without the prior written approval of both Deer Pointe Meadows, LLC and the neighbor of any adjacent lot which may be affected by the encroachment into the setback area. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc may be placed closer than 8' from any electrical transformer.

Section 4 – Homeowners and Guests

- 4.1 Homeowners or persons occupying a home in Deer Pointe Meadows must be identified in the homeowner's rental agreement, and approved by Park Management **prior** to establishing residency in Deer Pointe Meadows.
- 4.2 All homeowners must be individually named in the rental agreement and approved by management. Homeowners hosting guest(s) who remain in the park for more than fourteen (14) days must identify their guest(s) to Deer Pointe Meadows, LLC no later than fourteen (14) days after the guest(s) arrival at Deer Pointe Meadows. There shall be no more than 2 permanent homeowners per bedroom occupying a home.
- 4.3 Any guest(s) who remain in Deer Pointe Meadows for more than thirty (30) days shall be considered to be a permanent homeowner of the home in which they are staying, however; no guest shall be approved as a homeowner nor permanently allowed to occupy a home in Deer Pointe Meadows unless they first apply for residency and are approved in accordance with the procedure set forth in paragraph 4.1 above. Guests remaining in Deer Pointe Meadows for more than thirty (30) days must be identified to the Park Manager within three days following the thirty (30) day guest residency period.
- 4.4 No homeowner, guest or pet may cause or create any loud or disturbing noise at any time. This prohibition shall include but not be limited to disturbances caused by parties, radios, televisions, stereo equipment, etc. Homeowners may not trespass on other homeowner's spaces or disturb the property of other homeowners. Quiet hours at Deer Pointe Meadows

- extend from 10:00 PM to 7:00 AM on weeknights and 12:00 PM to 7:00 AM on weekends. Minors are required to observe Columbia County/State of Oregon curfew laws.
- 4.5 Deer Pointe Meadows, LLC does not provide the security patrol or security system. Homeowners are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Homeowners observing any suspicious or illegal acts are requested to notify the Park Manager and/or the Sheriff's Department of Columbia County.

Section 5 – Subletting

- 5.1 No renting or subletting of the home shall be permitted. Homes must be owner-occupied.
- Any person occupying a home during an extended absence by the owner (over fourteen (14) days) must be approved by the Park Manager prior to occupying the home. This provision shall apply to "house sitter" or other individuals known to the homeowner who might occupy the home during their absence.
- 5.3 Under exceptional circumstances, Deer Pointe Meadows, LLC may approve the use of a home by other than the owner; however, prior written permission must be obtained in advance from management.

SECTION 6 – Sale of Mobile Homes

- 6.1 Prospective purchasers of the homeowners home must submit an application for residency and be approved by Deer Pointe Meadows, LLC <u>prior</u> to occupancy any home in Deer Pointe Meadows. No sale of a home in Deer Pointe Meadows shall obligate Deer Pointe Meadows, LLC to accept a new purchaser as a homeowner unless an application has been received and approved by Deer Pointe Meadows, LLC <u>prior</u> to the sale.
- 6.2 Homeowners shall be allowed to leave their home in its present space and sell the home to a new homeowner, subject to the following conditions:
 - (A) The home shall be brought up to all current park standards for new homes moving into the park. If the home is more than fifteen (15) years old as of the date of sale Deer Pointe Meadows, LLC reserves a right to require that the purchaser agree, in writing, that the home will be moved from Deer Pointe Meadows at the time of its sale to a subsequent purchaser, if, in the opinion of Deer Pointe Meadows, LLC the home is not an acceptable condition.
 - (B) Deer Pointe Meadows, LLC may, at its sole discretion in cases selected by it, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by Deer Pointe Meadows, LLC and the homeowner, and shall specify the length of time for which the exception is granted. Failure to immediately enforce rules shall not be construed to constitute an exception and shall not prevent latter enforcement of this rule.

Section 7 – Utilities

- 7.1 Electrical, sewer, garbage and water service are the responsibility of each homeowner and are payable by each homeowner correctly to the utility provider.
- 7.2 Homeowners must furnish their own garbage cans. All garbage containers must have a lid that closes tight. Garbage and/or garbage containers must be kept out of sight except on days when garbage is scheduled to be collected and must be put away the morning of the garbage pickup.
- 7.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down sinks. Any expense incurred in cleaning a sewer line blockage caused by homeowner negligence or misuse will be charged to the homeowner causing the blockage.
- 7.4 No satellite type antenna dish is larger than 24" in diameter or CB/Home radio antennas are allowed.
- 7.5 Each homeowner shall be responsible for ensuring that no storage building or other structured is erected or placed over any water shut off valve, sewer clean out or electrical pedestal that may be located on the homeowners space.
- 7.6 Oregon State Law provides Deer Pointe Meadows, LLC with the right of access for the purposes of inspecting, servicing, maintaining or repairing any utility service. The homeowner shall be responsible for ensuring that no building structure or landscaping improvement is placed on or over a utility service in such a manner as to restrict access to the utility service. Deer Pointe Meadows, LLC shall notify the homeowner 24 hours in advance of any entry onto the homeowner space except: 1) in case of emergency; 2) when a prior agreement provides access without notice; 3) when it is impractical to do so; and, 4) for routine reading of utility meters.

Section 8 – Pets

- 8.1 <u>Dog/Cats:</u> Only one animal may be allowed with the prior approval of the park manager said approval shall specifically identify the pet. Said approval shall become part of the rental agreement between landlord and homeowner:
 - 1. Pets must weigh less than 20 lbs. at maturity.
 - 2. Pets are not allowed to roam unattended on the streets, common areas, or other homeowner's spaces. Dogs shall be attended and on a leash when not inside the homeowner's home.
 - 3. No outside dog runs or doghouses are allowed.
 - 4. Noisy, unmanageable, or unruly pets that cause complaints will not be allowed.

- 5. Pet owners are responsible for cleaning up any pet dropping/excreta immediately.
- 6. A vision/hearing impaired resident may be allowed to have a specially trained dog larger than 20 lbs. with the prior written permission of the Park Manager.

Other Household Pets: In addition to dog/cat, residents may have other pets with the prior approval of the park manager (fish and cage birds are allowed - no prior approval is required.) Farm animals, exotic and/or dangerous pets will not be allowed.

<u>Section 9 – Flood Risk and Flood Insurance</u>

Deer Pointe Meadows does not lie within a floodplain.

Section 10 - Vehicles

- 10.1 Each homeowner space provided with off street parking beside or in front of the home for two passenger vehicles. A third passenger vehicle will be allowed with prior management approval. No commercial vehicles or equipment are allowed to be parked on a homeowner space. Inoperable vehicles may not be stored or left on the homeowner's driveway or on a homeowner space. Homeowner parking is restricted to the homeowner's driveway or designated parking space.
- 10.2 Deer Pointe Meadows, LLC reserves the right to require that any vehicle, including vehicles owned by homeowners, not be allowed to enter the park or remain in the park, if in the Deer Pointe Meadows, LLC's opinion, the vehicle is not properly maintained and/or constitutes a hazard to the homeowners of the park, or if the vehicle is in such a dilapidated condition that it distracts from the appearance of the park. Where Deer Pointe Meadows, LLC intends to remove a vehicle from the park under this rule, Deer Pointe Meadows, LLC will give a 24 hour notice to the vehicle owner, in person, if possible, and if necessary, by posting a notice on the windshield of the vehicle. If the vehicle is not been removed from the park and 24 hours, Deer Pointe Meadows, LLC may tow the vehicle from the park at the vehicle owner's risk and expense.
- 10.3 Guests may park their cars on the street are other parking areas designated by Deer Pointe Meadows, LLC when visiting a homeowner but must ensure that they are parked in a location so as not to block any neighbor's access or restrict traffic flow within the park.
- 10.4 Trucks larger than ¾ ton must have prior written permission from Deer Pointe Meadows, LLC before they will be allowed to enter the park and/or park on a homeowner space.
- 10.5 Vehicles parked in violation of Park rules will be towed away and/or impounded at the homeowner's expense.
- 10.6 The speed limit within the park for all vehicles his limited to 10 mph.
- 10.7 Motor homes, campers, trailers, boats, and other recreational vehicles are not allowed to be stored on the homeowner space. Recreational vehicles including motor homes, campers

- and/or travel trailers may be left on a homeowner's space for up to but not exceeding 48 hours to accommodate loading and/or unloading.
- 10.8 Motorcycles are not allowed in Deer Pointe Meadows except by prior written permission and must be registered with the Park Manager. Noisy motorcycles will not be allowed. Unregistered motorcycles may not be stored in the park.
- 10.9 Driveways of vacant mobile home spaces may be used for guests or overflow parking with Deer Pointe Meadows, LLC permission.
- 10.10Loud motor vehicles shall not be operated in the park at any time.
- 10.11Homeowners are not allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the park, and no automobile equipment, engines, motors, etc shall be washed anywhere in the park.
- 10.12Vehicles dripping oil, transmission fluid, brake fluid or any other lubricant or chemical must be removed from Deer Pointe Meadows until they are repaired. The homeowner is responsible for cleaning up any oil, fluid, lubricant or chemical from the driveway and street immediately in front of the homeowners rented lot.

Section 11 - Firearms, Fireworks and Illegal Substances

- 11.1 Firearms may not be discharge within Deer Pointe Meadows at any time. Firearms are to be unloaded at all times while in Deer Pointe Meadows. Weapons including BB guns, pellet guns, dart guns and any other weapons capable of firing a projectile are considered firearms.
- 11.2 Oregon state law prohibits the use of certain types of fireworks. Fireworks that pop or propel into the air are considered illegal the only fireworks that will be allowed in Deer Pointe Meadows are those that do not make noise and/or are handheld.
- 11.3 Deer Pointe Meadows, LLC will not tolerate the use, manufacture or distribution of any Federally recognized illegal controlled substance on the park property. Any tenant or your guests possessing, manufacturing or distributing any Federally recognized illegal controlled substances could result in termination of your rental agreement.

<u>Section 12 – Dispute Resolution</u>

12.1 If a dispute arises between Deer Pointe Meadows, LLC and a homeowner relating to the rental agreement or the rules and regulations the homeowner may request a meeting with Deer Pointe Meadows, LLC to discuss the dispute, or Deer Pointe Meadows, LLC may request a meeting with the homeowner. The meeting will be conducted within ten (10) days after a written request for a meeting is submitted. At the meeting, each side may state

- their views and will give fair consideration to the statement of the other party. Any dispute that is not resolved through this meeting will be resolved by either party through filing appropriate legal proceedings.
- 12.2 Deer Pointe Meadows, LLC reserves right to amend, revise, and/or add additional rules and regulations. Notice of any change in the rules and regulations shall be distributed to all homeowners in writing and shall become effective after thirty (30) days written notice is mailed or delivered to each resident.

Section 13 – Fees and Deposits

13.1 The following fees are charged as of the dates you receive this policy statement but Deer Pointe Meadows, LLC reserves the right to increase the present these are still push new fees.

A nonrefundable with \$35.00 screening/credit check fee is charged persons applying for residency. An additional **nonrefundable** \$35.00 criminal background check is charged persons apply for residency that have not lived in Oregon and/or Washington within the past five years.

A nonrefundable processing fee of \$50.00 is charged for moving in and move out paperwork and supervision.

A **refundable** utility deposit of \$100.00 is charged. This deposit is to ensure that the electrical receptacle, sewer/water hookups is left in good repair.

A pet deposit is required and a pet agreement must be signed.

Section 14 – Termination of Rental Agreement

- 14.1 The homeowner may terminate this tenancy upon a minimum of thirty (30) days written notice to Deer Pointe Meadows, LLC. If such notice is given, the homeowner agrees to remove the homeowner's home from the home site by the termination date given.
- 14.2 Deer Pointe Meadows, LLC may terminate the tenancy if the homeowner or others occupying or visiting the homeowner's manufactured to dwelling:
 - 1. Violate a law or ordnance which relates to the homeowners conduct as a manufactured dwelling park homeowner or violates this agreement or the rules and regulations of the park. The homeowner may avoid such termination by correcting the specified violation within thirty (30) days. If substantially the same violation reoccurrence within six months, Deer Pointe Meadows, LLC may terminate the tenancy by giving the homeowner at least twenty (20) days written notice.
 - 2. Deer Pointe Meadows, LLC may terminate the tenancy by giving 72 hours written notice of nonpayment if the homeowner fails to pay rent within seven (7) days after the rent becomes due.

- 3. Deer Pointe Meadows, LLC may terminate the tenancy by giving the homeowner not less than thirty (30) days written notice after the homeowner has received three or more 72 hour notices for nonpayment of rent within the previous twelve (12) months. The homeowner may **not void** such termination by correcting this violation.
- 4. Deer Pointe Meadows, LLC may terminate the tenancy after 24 hours written notice specifying the cause if:
 - (A) The homeowner, someone in the homeowner's control or the homeowner's pet seriously threaten immediately to inflict personal injury, or inflict any substantial personal injury, upon Deer Pointe Meadows, LLC, its representatives, or other homeowners.
 - (B) The homeowner, someone in the homeowner's control, or the homeowners pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or on a person other than the homeowner on the premises with permission of the landlord or another homeowner.
 - (C) The homeowner or someone in the homeowners control intentionally inflicts any substantial damage to the premises.
 - (D) The homeowner has vacated the premises, the person in possession is holding contrary to a written rental agreement prohibits sub-leasing the premises to another, or allowing another person to occupy the premises without the written permission of Deer Pointe Meadows, LLC and Deer Pointe Meadows, LLC has not knowingly accepted rent from the person in possession.
 - (E) The homeowner someone in the homeowners control commits any act which is outrageous in the extreme.
- 5. Deer Pointe Meadows, LLC may terminate the tenancy by giving the homeowner not less than thirty (30) days written notice with cause for failure to pay late fees and/or other charges or fees per the rental agreement.
- 6. Tenancy terminates in the event of the death of a sole homeowner/occupant.
- 7. Deer Pointe Meadows, LLC may terminate the tenancy, as provided by Oregon law, if Deer Pointe Meadows, LLC intends to cease operation of the park.
- 8. Deer Pointe Meadows reserves a right to terminate the tenancy pursuant to any other Oregon law.