

RULES AND REGULATIONS OF DEER RUN RENTALS LLC
US HIGHWAY 64
MOCKSVILLE, NORTH CAROLINA 27028

(Updated September2021)

Deer Run Rentals LLC is delighted that you have decided to become a resident of our neighborhood. The owners and management extend a warm welcome to you. Our objective is to provide you a clean, pleasant, and safe place to live and call home. We commit to do our best, but we must have your support to meet these standards which we are confident will help everyone.

The following rules and regulations govern the park (also known herein as “Landlord” and “Management”) and have been adopted to ensure that all occupants (also known herein as “Tenant”) enjoy the park and its facilities. It is imperative that each park occupant understands and abides by the rules and regulations as they may be promulgated to insure a clean, quiet, respectable, and attractive environment for all residents.

I. GENERAL:

Terms and Definitions:

“Management” refers to Deer Run Rentals, its owners, managers, and representatives.

“Community” refers to the Deer Run community.

“Tenant” refers to the resident(s) who own a home as indicated on the signed Lot Lease.

“Resident” refers to the people who reside in the Community.

“Community Manager” is the person vested with all rights and authority to explain, enforce, and resolve conflicts between the Rules and Regulations and the Lot Lease.

II. OCCUPANCY RULES:

A. Application for residency:

- i. A completed application is required for everyone over the age of 18.
- ii. Standards for credit, references, and criminal background checks must be met.
- iii. Immediately after approval, tenants must sign a Lot Lease and an acknowledgement of Rules and Regulations.

B. Monthly payments and additional fees:

- i. Payments are due on the first day of each month.
- ii. ALL PAYMENT MUST BE MAILED TO:
Eagle Realty of NC, PO Box 463, Clemmons, NC 27012
- iii. \$15 late charge if payment is not received by the 10th of the month. (Lot Renters)
- iv. \$35 charge for each returned check.
- v. Monies received will be applied first to late fees, penalties, etc. prior to applying to lot rent or unit rent.

C. Home Occupancy:

- i. Homes must be owner occupied.
- ii. Homes may not be rented or sublet.
- iii. Tenant occupancy may not exceed more than two tenants per bedroom.

D. Pets:

- i. Only one management-approved indoor pet is permitted per home.
- ii. One-time non-refundable pet fee of \$250 will be paid prior to tenancy.
- iii. Pets must wear identification tags.
- iv. The maximum mature weight of the pet must not exceed 10 pounds.
- v. No aggressive breed animals.
- vi. Pets must be registered with the county and current on required vaccinations.
- vii. Pets must be on hand-held leash when outdoors.
- viii. "Tie Outs" are not permitted under any circumstances.
- ix. Pet excrement must be picked up immediately, bagged, sealed, and properly disposed of.
- x. No dog houses, animal cages, fences, containers, etc. are allowed within this community.
- xi. Noisy or unruly pets or those that cause repeated complaints will not be allowed to remain in the Community.
- xii. Written permission from Management is required prior to obtaining a new pet.

E. Vehicles:

- i. All motor vehicles must be in operating condition, street legal and be properly NC DMV registered, licensed, insured and inspected.
- ii. A maximum of two vehicles may be permitted in Tenant's parking pad.
- iii. Non-registered vehicles, after notice is given, may be towed at Tenant's expense.
- iv. Contact Management for possible storage options for trailers, campers, motor homes, boats, and other unusual vehicles. Parking of these vehicles is prohibited on Tenant's lot.
- v. Repair and servicing in the Community of automobiles, motors, engines, trailers, boats, or similar equipment is prohibited.
- vi. Parking in the grass or on the street is prohibited.

F. Evictions:

- Any of the following actions may be cause for eviction:
- i. Failure to make payments due Management in a timely manner.
 - ii. Felony arrest and/or conviction (past or future).
 - iii. Failure to abide by any of these Rules and Regulations.
 - iv. Failure to comply with all applicable laws, ordinances, and regulations of the State of North Carolina and all local government agencies.
 - v. Leases may be terminated in accordance with the provisions of the lease.

III. HOME APPEARANCE:

The tenant is responsible for the appearance of their home and lot and for maintaining them to standards set for the Community.

A. Standards for appearance:

- i. Homes must be free of rust, broken windows, and general dilapidation.
- ii. Each home and lot must be kept in a clean, neat, and orderly condition.
- iii. Fencing is permitted only with Management approval, in writing.
- iv. Except for lawn and garden type furniture that is in good condition and appearance, all items kept outside the home must be inside a storage building.
- v. All storage buildings and sheds must be approved by Management.
- vi. Lattice work around porches is required.

B. House numbers:

- i. Each home has an assigned "house number".
- ii. Each home must display the house number about five feet above the ground.
- iii. The number must be black and 3-4" high.
- iv. The number should be visible from the street.

C. Underpinning:

- i. All homes must be skirted with materials approved by Management
- ii. Skirting must be secure, neat, clean, and free from damage.
- iii. Skirting may be temporarily removed for repairs and inspections.
- iv. New or replacement skirting must be installed vertically, with a two-track system with vent panels.
- v. Management must approve the color and type of new or replaced skirting.

D. Steps:

- i. Steps are required at each exterior door.
- ii. Steps must be sturdy, have handrails, and must have met the building code.
- iii. When replacing steps, consult Management for specifications, approval, and time plans.

E. Landscaping:

Landscaping plans for changes must be submitted to Management for approval prior to beginning.

F. Changes or additions to home or lot:

- i. Planned changes and/or additions to the home or lot must be submitted, in writing, to Management for approval prior to commencement of construction.

- ii. Except for flowers, Management approval is required on ALL construction, additions, and plantings in the Community.

G. Corrective Actions:

If the Tenant allows the outside of the home to become unsightly, for whatever reason, and it is not in compliance with Community standards, Management will notify Tenant, in writing, and may have corrective actions taken at the expense of the Tenant.

IV. SAFETY:

A. General:

- i. Tenants must maintain sanitary conditions that comply with all laws.
- ii. Tenant is responsible for snow removal from parking pads, patios, decks, steps, and walkways, etc.
- iii. No firearms, air rifles, bows or slingshots shall be discharged on Community property.
- iv. Fireworks, incendiary or explosive devices are prohibited.
- v. Items that create a possible health or safety threat or hazard are prohibited.
- vi. In-home fire extinguishers are recommended.
- vii. Smoke detectors – pursuant to State and local law – **every home must have a smoke-sensitive alarm outside each separate sleeping area in the immediate vicinity of the bedrooms and located near the ceiling.**
The installation of battery operated smoke-sensitive alarm devices shall be acceptable.
- viii. Open fires are prohibited.

B. Community owned streets:

- i. Only licensed drivers and licensed vehicles are permitted.
- ii. All traffic laws apply and will be enforced.
- iii. The maximum speed is 15 mph.
- iv. Parking on the street is prohibited.
- v. “Joy-riding” or any similar operation of a motorized vehicle through the Community is prohibited.

V. UTILITIES:

A. General:

- i. Tenant shall request service and pay for electric, gas, cable, and telephone utilities.
- ii. Management may not be held responsible for the interruption of any utility services, alterations, or additions.

- iii. Nothing shall impede or obstruct access to any manhole, utility line, electrical meter, water meter, electrical transformer, electrical pedestal, water standpipe or similar utility access. Management is not liable for damages to personal property blocking said accesses.
- iv. Only licensed contractors may work on electrical, water, sewer, gas, cable, and telephone utilities.
- v. To avoid damage to underground infrastructure, Tenants must have Management's written consent before digging deeper than six inches in the ground.
- vi. Tenant shall bear the cost of repairs to utilities or Community property damaged by the Tenant, relative, guest, pet, or unlicensed/uninsured contractors.
- vii. Utilities may be disconnected temporarily from time to time for repair.
- viii. Driving rods or stakes and setting poles or posts requires permission from Management.
- ix. Telephone services can be arranged with Sprint, 336-751-5944 or Yadkin Valley, 336-998-8089.
- x. Garbage and trash may be picked up by Republic Services, 336-751-1585.

B. Water:

- i. All water pipes shall be insulated by the Tenant.
- ii. Any damage caused to the Community water lines or home water system due to frozen water pipes and connections shall be repaired at the Tenant's expense.
- iii. Management reserves the right to have Community property repaired, in such instances, and bill the Tenant.

C. Sewer:

- i. The sewer system may ONLY be used for purposes for which it was designed.
- ii. REPAIRS THAT ARE REQUIRED DUE TO MISUSE WILL BE CHARGED TO THE TENANT.
- iii. Tenant agrees to pay the cost of such repairs immediately upon presentation of a bill by Management and nonpayment shall be a default in rent.

D. TV cable or dish:

- i. Outside satellite dishes and television or radio antennas are prohibited, except for a direct broadcast satellite dish 39 inches or smaller in diameter
- ii. Management shall approve, in writing, the location and installation of such dishes or antennas.

VI. CONDUCT:

A. General:

- i. Everyone in the Community shall comply with all applicable laws, ordinances, and regulations of the State of North Carolina and all local government agencies.

- ii. Alcoholic drinks cannot be consumed outside the home.
- iii. No trade shall occur which may become an annoyance or nuisance to the Community.
- iv. Radios, televisions, and other sources of noise must be used with restraint in order to maintain a quiet and peaceful environment.
- v. Loud parties are prohibited.
- vi. Minibikes and 4-wheelers will not be operated or driven on the property owned by Deer Run or any place within the Community.

B. Children:

- i. The Tenant shall be responsible, at their home and lot and within Community property, for the conduct, actions and any damages resulting from actions of their children and children of guests, regardless of the individual's age.
- ii. Children under 13 years of age shall not be left to play on Community grounds without parental supervision.

C. Guests:

- i. The Tenant shall be responsible, at their home and lot within Community property, for the conduct, actions, and pursuant damages resulting from their guests, as well as children of their guests.
- ii. Guests staying longer than ten (10) days must register with management.
- iii. Management reserves the right to refuse permission for any resident, NOT shown on the Lot Lease, to reside in the Community.

VII. HOMEOWNER CHANGES:

A. Home sales/rentals:

- i. No renting or subletting of homes is permitted.
- ii. Management must receive a 30-day notice, in writing, when Tenant intends to sell their home.
- iii. Tenant may place one 8"x12" (maximum size) "For Sale" sign in the window.
- iv. The Seller/Tenant must be current with all payments to Management prior to vacating.
- v. The premises must meet the Home and Lot Appearance guidelines.
- vi. Management must be present if the home is removed from the lot.

B. Buyers:

- i. Must complete full application process.
- ii. Must be approved and registered.
- iii. Must sign a Lot Lease and acknowledgement of the Rules and Regulations

C. Lease terminations:

- i. Tenant must give a 30-day written notice prior to vacating lot.

- ii. Vacated lots must be left free of all structures, debris, etc.
- iii. Management reserves the right to control and limit the use of these areas.
- iv. Management must be present if the home is moved.
- v. Any tenant moving shall leave his forwarding address with the landlord or management.

VIII. COMMON AREAS:

A. General:

- i. Management will maintain the landscaping and mowing of all common areas.
- ii. Please help keep these areas clean and safe.
- iii. Management reserves the right to control and limit the use of these areas.
- iv. Children are not allowed to play at the entrance of the Community.

B. Mailboxes:

- i. Each Tenant is assigned a specific mailbox and key by the US Postal Services.
- ii. It is illegal for any person to tamper with another's mail or mailbox.
- iii. Children should not play at or near the mailboxes.

C. Playgrounds:

- i. The playground area is to be used by age appropriate children and only for its intended purpose.
- ii. Management makes no claims, warranties, or guarantees for any equipment or apparatus furnished on the Community grounds. **PLAY AT YOUR OWN RISK.**

IX. MISCELLANEOUS:

A. Enforcement of rules:

- i. Tenant agrees to pay costs incurred in enforcing the Rules and Regulations.
- ii. Management's failure to enforce the Tenant's violation(s) of the Rules and Regulations will not be a waiver to enforcement of future Community rules and violations.

B. Littering:

All acts of littering, including improper disposal of cigarette butts and all trash is prohibited.

C. Damage to home:

Management must be notified immediately in case of fire or other significant damage to home or lot.

D. Signs:

No advertising is allowed other than an 8"x12" sign placed in a window advertising the sale of your home.

E. Complaints:

- i. All complaints concerning the Community or the conduct of its Tenants, guests, children, and pets must be made in writing to Management.
- ii. Complaints must be signed by the Tenant making the complaint.
- iii. Management will not take action as a result of anonymous or verbal complaints.

X. DEER RUN RENTALS, LLC.

A. Liabilities:

- i. Deer Run Rentals LLC, its employees, owners and subsidiaries (i.e. Management) shall not be liable for any debts, liability or damage claims for injury to persons, including Tenants or their guests, invitees, or visitors or for property damage from any cause due to any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees or invitees.
- ii. Tenant hereby covenants and agrees to indemnify Management and save it harmless from all costs and expenses arising out of such injuries, damages, or losses.
- iii. Management is NOT responsible for damages of any kind to any home, including trees or limbs falling on cars, vehicles or any other personal property belonging to the Tenant, guest, or visitor caused by fire, theft, wind, flood, snow, ice or other natural acts beyond its control.
- iv. The "Deer Run" name or its address may NOT be used for any purpose including advertising in any form. This restriction includes in-home businesses, sale of vehicles, and personal property, or any merchandise of any kind.
- v. No soliciting, peddling, or commercial enterprise is permitted in the Community by its residents or outsiders.
- vi. Management makes no claims, warranties, or guarantees for any equipment or apparatus furnished on the Community grounds.
- vii. All persons using any equipment or apparatus furnished on the Community grounds do so at their own risk.

B. Management rights:

- i. Management reserves the right to:
 1. Refuse admittance to anyone without stating a reason or cause.
 2. Decline to rent any lot or sell any home.
 3. Refuse to accept rent.
- ii. Management reserves the right to evict, without notice, any person who is objectionable and/or causes a disturbance and/or becomes a nuisance.
- iii. Management shall be sole judge of who is objectionable and what constitutes a disturbance or nuisance.
- iv. After a 24-hour written notice, breach or violation of any provisions of these Rules and Regulations by a Tenant is cause to terminate the Lot Lease.

AMENDMENTS:

The Landlord reserves the right to amend these rules and regulations at any time, or to waive any portion thereof, whether such waiver is for the benefit of all or some of the Tenants, without prejudices to the Landlord's rights to enforce the waived regulations at a later date.

DECLARATION OF LIABILITY:

EACH TENANT EXPRESSLY AGREES TO ABIDE BY THE RULES AND REGULATIONS OF DEER RUN NOW IN EFFECT OR AS SUBSEQUENTLY AMENDED AND POSTED.

ACKNOWLEDGEMENT:

THE UNDERSIGNED TENANT ACKNOWLEDGES HAVING READ THESE RULES AND REGULATIONS AND HAVING BEEN GIVEN A COPY FOR THEIR RECORDS.

TENANT (SEAL)

TENANT (SEAL)

WITNESS:

_____(SEAL)