

State of South Carolina)
)
County of Georgetown)

Lease Agreement
Revised May, 2017

This Agreement made this ____ day of _____, 20 ____ between HAWKS NEST, LLC, herein after called the Landlord and _____, herein after called the Tenant(s).

In consideration of the mutual covenants herein contained and the payment of the rental hereinafter set forth, Landlord hereby demises and leases unto Tenant (for use as a manufactured housing site) Lot No. _____, as shown on a site plan of Hawks Nest, Phases I, II, and III, Georgetown County, South Carolina, prepared by Earthworks Group, Inc., Field Survey April 20, 1998, Additions, Submittals and Revisions #1 dated 4/17/02.

All lots are subject to the following:

1. Setbacks are as follows: front: 15', side: 10', and rear: 25'.
2. Easements for drainage and utilities shall be a minimum of 15' unless otherwise specified on the Site Plan referenced above.
3. All lots shall access from interior roads only. No driveway access to Pond Rd. or Journey's End Rd.

To have and to hold for a term of _____ commencing _____, 20 _____, and ending June 30, 20 _____. Subject to the provisions set forth below, unless either party notifies the other of the termination of the Lease sixty (60) days prior to June 30 of a given year of the Lease, the Lease shall automatically renew for successive one (1) year terms.

This rental agreement is expressly subject to the following terms and conditions:

1. (a) Rent during the term shall be _____ Dollars per month due and payable in advance and no later than the first day of the month at P.O. Box 728, Murrells Inlet, SC 29576. Rent paid after the fifth of the month shall be deemed late and delinquent and will be subject to a late charge of Fifteen and No/100 (\$15.00) Dollars. In addition to rent payment, Tenant agrees to pay Landlord the sum of _____ Dollars as a security/rental deposit on the date the home is delivered. This security/rental deposit shall be returned to Tenant without interest within thirty days after the expiration of this Lease, or any renewal thereof, less any portion deemed by the Landlord required to be withheld to repair any damage or injury to the demised premises in excess of ordinary wear and tear to offset any charges or rent that have not been paid. Any damage shall be itemized in a statement sent to Tenant from Landlord as prescribed by law.

HOWEVER, TENANT SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS TENANT GIVES LANDLORD SIXTY (60) DAYS ADVANCE NOTICE IN WRITING BEFORE SURRENDERING THE PREMISES PRIOR TO THE END OF THIS LEASE AGREEMENT. SECURITY DEPOSIT WILL NOT BE CONSIDERED LAST MONTH'S RENT.

(b) The rent may be increased by Landlord in anticipation of a renewal of this Lease to begin on July 1st of a given year; provided (1) the rent shall not increase more than six (6%) percent and (2) Tenant shall be notified in writing of Landlord's intent on or before February 1st of that year. Landlord may notify Tenant by

depositing same in US mail with sufficient postage attached or any other means such as posting the notice on a bulletin board or delivery by hand.

2. Landlord is not providing personal property, services or facilities to Tenant, except as set forth below.
3. Upon demand by Landlord, the Tenant agrees to pay for any damage to the Landlord's property caused by the tenant, any member of his family or any guest of the Tenant.
4. Tenant acknowledges and agrees that the Rules and Regulations established by Landlord for Hawks Nest, as the same may be amended from time to time, are an integral part of this agreement. Tenant has been supplied a copy of the Rules and Regulations currently in force, has read them and fully understands them. Said regulations are attached hereto and incorporated herein by reference. Tenant agrees that Tenant, his family and guests, will at all times abide by the Rules and Regulations, together with amendments thereto.
5. It is expressly agreed for the purposes of this Lease Agreement that the manufactured housing unit placed on the demised lot is personalty and not realty. Neither the home nor any personal property therein may be removed from the premises until all obligations owing from Tenant to Landlord, such as rent and damages, have been paid in full. Tenant agrees to vacate the premises at the end of the Lease Agreement and is responsible for leaving the lot in good condition.
6. Tenant shall not sublet the demised premises or any part thereof. Tenant shall not assign this Lease Agreement without the express written consent of the Landlord.
7. Tenant agrees to indemnify and hold the Landlord harmless from any claim by the Tenant's family or guests for loss, damage or injury of any kind, which occurs in Hawks Nest.
8. Tenant agrees to maintain in force liability and comprehensive insurance covering his/her manufactured housing unit during the term of lease and provide Landlord with proof of coverage. Tenant shall maintain current vehicle registration for the unit during the term of the lease.
9. The Landlord may at his option terminate the Lease Agreement and evict the Tenant for any cause at any time for one or more of the following reasons:
 - (1) Failure to comply with local, state, or federal laws governing manufactured homes after he receives written notice of noncompliance and has had a reasonable opportunity to remedy the situation not to exceed the period of one month from date of notice of noncompliance;
 - (2) Failure to cooperate fully with local, state, and/or local law enforcement authorities in their efforts to enforce local, state, and/or federal laws.
 - (3) Engaging in repeated conduct that interferes with the quiet enjoyment of the park by other residents;
 - (4) Noncompliance with a provision of the rental agreement or park regulations and failure to remedy the violation within fourteen (14) days after written notice by the owner;
 - (5) Not paying rent within five days of its due date for 3 consecutive months.

- (6) Noncompliance with a law or a provision of the Lease Agreement or park regulations affecting the health, safety, or welfare of other residents in the park or affecting the physical condition of the park;
 - (7) Willfully and knowingly making a false or misleading statement in the rental agreement or application;
 - (8) Taking of the park or the part of it affecting the resident's lot by eminent domain;
 - (9) Other sufficient reason under common law.
10. In the event the Landlord elects to terminate the Lease Agreement for a default of the Tenant, the Tenant shall be and remain liable for all unpaid rent, which would be due hereunder, for damages for violation of the Lease Agreement or of the Rules and Regulations and for the cost of collection of the aforesaid amounts including reasonable attorney's fees, and the Landlord shall have available to it all remedies provided by law and in equity.
 11. Tenant shall make no improvements to the lot, excluding additions to the landscaping, without the express written consent of the Landlord.
 12. Tenant acknowledges that there will be no refund of rental paid regardless of whether or not Tenant occupies the lot for the full term of the lease.
 13. Tenant acknowledges that this Lease Agreement is a lease for a stated term only.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals.

WITNESS:	TENANT	DATE
_____	_____	_____
	_____	_____

	LANDLORD:	
WITNESS:	HAWKS NEST, LLC	DATE
_____	By _____	_____
	Its Member	