

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT

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., entitled “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 Road or Journey’s End Road.

To have and to hold for a term of one year commencing July 1, 2022, and ending June 30, 2023. 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.***

1. This rental agreement is expressly subject to the following terms and conditions:
 - a. Rent during the term shall be Three Hundred Eighty (\$380.00) 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 Three Hundred Eighty (\$380.00) 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 the expiration of 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.

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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 the preceding 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.
 - c. Should the tenant decide to sell his home, he will give Hawks Nest LLC the first right of refusal to purchase the home, and Hawks Nest LLC will have ten days to respond to the offer.
 - d. In the event that the tenant sells his/her manufactured home, there will be a **transfer fee of \$700.00 payable to Hawks Nest LLC** for the lease agreement transfer.
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 specified lot remains personal property of the Tenant and not a permanent property affixed to the real estate. However, 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.

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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 Tenant shall not assign this Lease without Landlord's written consent and, if consent is granted, under such terms and conditions as Landlord may impose. Upon the assignment of this Lease, the Tenant agrees to pay a transfer fee as established by Landlord as a reasonable charge for the administrative expenses incurred by Landlord in connection with such assignment, including, without limitation, the cost of evaluating and approving the proposed assignee, tenant, or subtenant. Landlord shall not be responsible for unpaid Georgetown County taxes, liens, or judgments relating to or caused by the prior tenants of the Leased Premises. Landlord will accept performance by the holder of any such assignment of any obligation of the Tenant with the same force and effect as though performed by the Tenant. If the holder of any such assignment shall give Landlord, before any default shall have occurred in this Lease, a written notice containing the name and post office address of such holder, Landlord shall thereafter give to such holder a copy of each notice of default by the Tenant. The holder of such assignment shall have ten (10) days after receipt of any such notice of default to cure any default in the payment of Rent or Additional Rent required to be paid pursuant to this Lease and thirty (30) days to cure any other default hereunder.
10. The Landlord may at his option terminate the Lease Agreement and evict the Tenant at any time for one or more of the following reasons:
 - a. Failure to pay rent on time for three consecutive months
 - b. Violation of any term or condition of this Lease;
 - c. Violation of any building guidelines;
 - d. Violation of Rules and Regulations;
 - e. 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;

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- f. Failure to cooperate fully with local, state, and/or local law enforcement authorities in their efforts to enforce local, state, and/or federal laws;
- g. Engaging in repeated conduct that interferes with the quiet enjoyment of the park by other residents;
- h. 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;
- i. 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;
- j. Willfully and knowingly making a false or misleading statement in the rental agreement or application;
- k. Taking of the park or the part of it affecting the resident's lot by eminent domain;
- l. The growing, selling, or distribution of any illegal or controlled substance;
- m. Other sufficient reason under common law.

Upon the occurrence of an event of default hereunder, Landlord shall send the Tenant a notice of default by certified or registered letter, to the address of the Tenant last furnished to Landlord, giving the Tenant thirty (30) days to cure such default. If the Tenant fails to cure the default or defaults within such thirty (30) day period Landlord, in its sole discretion, may terminate this Lease. If Landlord retains the services of an attorney regarding default by Tenant, Landlord shall be entitled to recover the fees and costs of the attorney as Additional Rent.

In the event Landlord elects to terminate this Lease because of Tenant's default the Tenant shall remain liable for all unpaid Rent which would be due hereunder, for all damages caused by the violation of the Lease and all costs of collection of any amounts due, including court costs and reasonable attorney's fees actually incurred. Landlord shall also be entitled to all remedies available in law or equity.

- 11. Either Landlord or the Tenant may terminate this Lease at the end of the Term of this Lease or any renewal term thereof ("Lease Year"), by giving the other party written notice of such intent, which notice must be given sixty (60) days prior to the end of the Lease Year. The personal property of the Tenant shall not be moved from the Leased Premises until all unpaid Rent, Additional Rent, other charges and damages due by the Tenant to Landlord pursuant to this Lease have been paid in full.

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12. Arbitration. Any dispute, controversy or claim arising out of, or in connection with, or relating to, this Lease, any renewal hereof or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the County of Georgetown, State of South Carolina, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and judgment may be entered thereon in the same manner as any other judgment rendered by any court that would otherwise have jurisdiction over the parties or the dispute. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided each party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that in the discretion of the arbitrator, any award may include the costs of a party's attorney if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic.
13. With the exception of any disputes submitted to arbitration as described in paragraph 12 above, the parties hereto agree to the prevailing party in any legal proceeding to enforce the terms of this Lease shall be entitled to receive as additional damages any and all litigation expenses including, but not limited to, reasonable attorney's fees actually incurred.
14. The failure by Landlord to insist upon strict performance of any covenants or condition of this Lease in any one or more instances shall not be construed as a waiver for the future enforcement of any covenant or condition but the same shall be and remain in full force and effect.
15. If any term or provision of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
16. This Lease contains the entire and complete agreement between Landlord and the Tenant regarding the terms and conditions of the lease of the Leased Premises and there are no oral or written conditions, terms, representation, understandings, or other agreements pertaining to the Leased Premises which have not been expressly incorporated in this Lease.

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17. Tenant shall make no improvements to the lot, excluding additions to the landscaping, without the express written consent of the Landlord. Trees must be approved before they are added or removed.

18. By executing this Lease and signing below, the undersigned expressly represent to the other parties and signatories to this Lease, that the undersigned has read this Lease and has fully understood all of its provisions, and, if the undersigned is executing this Lease on behalf of an entity, that the undersigned has the full authority to bind this entity.

IN WITNESS WHEREOF, the parties hereto now place their hands and seals.

WITNESS:

TENANT(S):

DATE

WITNESS:

LANDLORD:

HAWK'S NEST, LLC

DATE

BY: _____

**Herman Wesley Gordon, III
Its Member**

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