



Rules and Regulations

10-2022

The Landlord and the Landlord's management staff (as used throughout, "management" or "we") are pleased that you have chosen to make our community your home. We are committed to providing our residents with pleasant surroundings within a safe, peaceful, and attractive Community. Creek Walk Management has the sole right to establish and enforce all Rules and Regulations for the community and will operate under South Carolina State Laws, and applicable County and City Ordinances, the following rules, regulations, and standards of conduct have been carefully prepared to protect every resident. It is anticipated that these rules will create a safe, happy, and compatible community in which all of us can take pride. Creek Walk reserves the right to amend or change rules without prior notice for the preservation, safety, control, and orderly operation of the Community.

RESIDENCY AND COMMUNITY LIVING

It is our policy to offer equal housing opportunities to all qualified applicants without discrimination based on race, color, national origin, religion, sex, disability, familial status, or any other class protected by law. We require every person residing in the home to be listed on Addendum A-1 of the Lease, either as a Tenant signing the Lease or as an occupant. A standard application for residency must be completed; and, for the protection of all residents, every resident over the age of 18 must pass our standard background check. To maintain our status as a single-family community, no more than 2 unrelated persons may inhabit a home, and, in the interest of our residents' safety, no more than 2 persons may occupy each bedroom.

residents@eclipsecottages.com
198 Creekwalk Drive, Travelers Rest SC 29690
Creek Walk Tiny Home Community

Our community is strictly residential meaning that no person may operate a business in the Community. Furthermore, we prohibit solicitation in the community to promote privacy and safety. Residents are prohibited from renting/subletting their homes.

CHILDREN AND GUESTS

Tenants signing the Lease are responsible for any occupants living at the home, as well as for guests, including adults and children. Any violation of these Rules and Regulations by an occupant or guest shall be treated as a Tenant violation. Any guest staying on the Premises for more than 7 consecutive nights must be registered with the Creek Walk at which time the Creek Walk reserves the right to require the standard residency application to be completed by the guest. In the interest of safety, parents are expected to always supervise their children, and children are not permitted to play near the roads or entrance to the Community. Recreational areas in the Community, where applicable, are provided exclusively for residents, their supervised children, and guests who are accompanied by a resident. There is a curfew in the Community at 9:30 p.m. for persons under the age of 15 years old, unless with an adult.

USE OF COMMUNITY PROPERTY

Since the actions of one resident affect all residents in the Community, each resident must treat others with courtesy and respect, take care of the Community property, and refrain from participating in activities that disturb neighbors and the tranquility of the Community. Residents shall use Community property, appliances, water, and sewer apparatus and fixtures for purposes for which they were designed and shall be responsible for the repair and/or replacement costs of any misuse, including, but not limited to, disposal of improper articles into the sewer system.

MAINTAINING AND ACTIVE, SAFE AND CLEAN COMMUNITY

To maintain an aesthetically pleasing Community, management has the sole discretion to determine whether an applicant-owned home may be admitted into the Community. Management will work with each approved applicant to mutually decide on a homesite for the approved applicant-owned home. Residents are responsible for the structural integrity of each resident-owned home and the set-up of the home following applicable codes, ordinances, and

laws. Residents shall hire licensed and insured cottage home movers and installation professionals to perform work in the Community, and residents must be always

present when such work is being performed. The resident shall give management at least 48 hours' notice of the date and time that an approved home is being moved into the Community. Management is responsible for maintaining the common areas throughout the community and each resident is responsible for maintaining the appearance of his/her home and homesite in an attractive, neat, and sanitary condition, as reasonably determined by management or as outlined in these Rules and Regulations. Residents may not store items outside the home except in a storage shed installed following local ordinances and these Community Rules and Regulations. To make our community a more enjoyable place to live, the home site should be free of litter and debris at all times, and residents must keep lawns neat and regularly mowed, trimmed, and raked.

Skirting on resident-owned homes shall be cement board (vinyl is not permitted) or other material approved by management before moving into the Community and must be always uniform and in good condition, free from damage or fading. Acceptable skirting must be approved by management before installation.

We are happy for residents to express their opinion, political or otherwise, by displaying a maximum of one sign on the homesite; however, signs may not be larger than 18"x24" and may not contain offensive language as determined by management.

ADDITIONS/IMPROVEMENTS

We are in favor of making improvements to a home or homesite, and we encourage residents to make investments in their homes and neighborhood. However, to ensure consistency within the Community, management must approve in writing any improvement or modification to a home or homesite such as a deck, carport, shed, paint color, etc. Before management's approval, the resident must complete and submit a Modification Request Form, including plans (or a sketch to scale) showing the proposed improvement and location with samples of materials and colors where applicable. Modification Request Forms are available from management upon request. Management will provide a response to submitted Modification Request Forms within 14 days of

submission. All additions and improvements must comply with all applicable codes, ordinances, and laws and obtain proper permits, as may be related to the project. The resident is responsible for contacting utility providers to verify the location of any underground utilities and is liable for any damage to the utility lines all copies of the 811 surveys are to be filed in the Creek Walks office. Management reserves the right to inspect the completed improvement or modification to ensure consistency with the approved plans.

LANDSCAPING

Any resident wishing to landscape their space may do so if it is done according to Creek Walk's standards, and the satisfaction of Management. After receiving written approval. The improvements implemented by the tenant must, thereafter, be maintained by the tenant. Most landscaping should be done in pots or approved raised beds in an approved area. Installation of any trees, concrete, masonry, or ground cover, {including rock, wood chips, bark, etc.}, must be approved by Management beforehand. Residents must check with Management before digging or driving rods or stakes in the ground as they might damage underground utility wires or plumbing. Tenants shall bear the cost of repairs to any utilities damaged by the tenant.

All in-ground landscaping improvements shall at once become a part of Creek Walk and belong to the community and shall remain upon and be surrendered with the lot, provided that at Management's option, the tenant, at his expense when surrendering the lot, shall remove all such landscaping planted by the tenant. Removal or trimming of any trees or shrubs is prohibited, without receiving Management approval.

VEHICLES

For the safety of all our residents and their children, residents shall exercise extreme caution while driving within the Community and obey all traffic signs when posted. If a sign, is not posted, the speed limit within the Community is not to exceed 10 miles per hour. The use, operation, and storage of motorized vehicles upon the private roadways of the Community, upon the tenant, 's leased premises, or otherwise, for any purpose within the boundaries of the community must be in all respects always carried out in compliance with applicable local, state and federal laws, including, but not limited to, observance of posted speed limits, stop signs and

unidirectional street designations. A maximum of 2 cars is allowed in the Community per homesite unless written permission is received in advance from management. Vehicles may only be parked in designated parking areas within the Community and must be properly registered and in running condition. Trailers, boats, RVs, campers, etc. are not allowed to be parked in the Community except in the designated storage area with the prior written consent of management. Out of consideration for their neighbors, residents may not rev engines or operate vehicles with open exhaust systems in the Community. Vehicle repair or washing is not permitted in the Community. Cars leaking oil or other fluid are not to be driven or parked in the Community. Any vehicle that violates these rules may be towed at the owner's expense. Management may, in its sole discretion, implement a parking policy requiring that all vehicles that make use of parking spaces within the Community display parking permits provided by the management office.

In the event management elects to implement such a policy, management will provide parking permit decals to each tenant for up to two (2) tenant vehicles. The display of parking permit decals will become mandatory thirty (30) days after such decals are received by the tenant. Driving in the Park while intoxicated, or under the influence will not be permitted and will result in immediate action.

No large trucks rated over three-quarter tons may be on the premises. Large commercial vehicles or trailers with equipment are also not allowed on Community premises unless an approved repair is taking place or temporarily as approved by management.

Owners of motorcycles are allowed to ride their motorcycles from the park entrance to their homes and back again. Riding around the Community is prohibited or standing in one place and revving the engine is also prohibited.

TRASH DISPOSAL

To ensure a sanitary environment, residents with curbside garbage service shall be responsible for placing trash in trash bags that are always sealed. Residents shall be responsible for acquiring such bags and keeping them out of sight except for the day that the trash is collected.

If a dumpster service is available, residents must place trash in closed plastic bags in the dumpster. Trash may not be placed on the ground near the dumpster. Residents are responsible for the disposal of their large items such as furniture, equipment, building materials, etc., if any, in full compliance with local guidance; or, to the extent none is available, in a reasonable manner appropriate under the circumstances, which disposal of bulk trash shall be made, in the same way, other residents that own homes elsewhere in Henderson County are required to do; these items shall not be placed at the curb or in or near a dumpster for pickup.

SAFETY

While we want all residents to enjoy their homes and community, there are certain items and activities that we must prohibit to maintain a safe environment, including: fireworks; burning of leaves or any other outside fire except for supervised grills;

Trampolines; pools; ATVs, go-karts, skateboards and any other activity that management, in its sole discretion, determines is unsafe may be an inconvenience to some residents, but we feel that these activities must be restricted for the protection of our residents, their guests, and children.

GUNS AND FIREARMS

No person, regardless of whether such person shall have a valid concealed carry permit, may carry a firearm upon or within the Community unless they are specifically permitted to do so by applicable federal or state law, for example, law enforcement officers. The discharge of guns or firearms within the Community for any purpose whatsoever, other than as permitted by law, is extremely dangerous to the health and safety of all residents and strictly prohibited. Persons with valid concealed carry permits may bring their firearms onto the property only if the firearm remains safely and securely locked, stored, and out of sight

(following applicable law) in the licensed individual's vehicle or Tenant Home for the duration of the time the firearm is located on Landlord's property. These provisions are intended to protect the health, safety, and enjoyment of our community and staff.

NOISE AND DISTURBANCE

Any music, noise, or other disturbance from vehicles, parties, or any activity of Tenants and their guests, as may be determined, in Landlord's sole and reasonable discretion, is detrimental to the health and enjoyment of the residents in the Community, it reserves the right to require a cessation of the noise.

Quiet Hours are from 9:00 P.M. to 8:00 A.M. Please be respectful of your neighbors. Televisions, stereos, musical instruments, and other noise-producing equipment will be kept at a level of volume such that no neighbor is disturbed at any time. Loud partying, arguing, or similar behaviors are likewise prohibited. The resident shall ensure that quiet enjoyment is maintained on the Park Model site. Violation of this policy may result in immediate termination of this Lease at the discretion of the Creek Walk.

PERSONAL INJURY OR PROPERTY DAMAGE

Except to the extent required by law and/or following the Lease, neither management nor the Creek Walk is responsible for fire, theft, or acts of nature causing damage of any kind to any home, vehicle, or other personal property belonging to residents and/or their guests.

Additionally, neither management nor the community will be liable, except to the extent required by law, for any personal injuries to any person within a home, homesite, or the Community. In addition to any insurance coverage required by law or your Lease, management strongly advises residents to obtain insurance for the full replacement value of any personal property kept in the home, on the homesite, or otherwise within the community.

ANIMALS

Management recognizes that pets are an important part of many families in our community. While Management supports a pet-friendly environment, in the interests of health and safety, no pet may enter or live in the Community without the prior written approval of Management via our Pet Approval Form. Management retains sole and absolute discretion in determining whether to approve any pet, rescind its prior approval of any pet at any time, or limit the number of pets a resident may keep on the Premises. Residents with pets are solely responsible for the behavior of the pet(s). Management, in its sole discretion, may charge a monthly fee per approved pet. Applicants for residency in the community and residents in the

Community who wish to acquire a pet must provide evidence of the pet's immunization and license to Management.

Only standard household pets are allowed. No pets over 70 lbs. without the prior written consent of Creek Walk. Dogs presently in the community will be grandfathered in as of 10/01/2022.

No vicious breeds are allowed. Pets must be always kept on a leash or within the boundary of the Park Model Site or kept inside the Resident's Unit. Residents and guests are required to clean up after their pets, including their waste, which must be picked up and disposed of in a plastic bag and placed in a trash receptacle.

Noisy, dangerous, or aggressive pets are not allowed. If any animal barks excessively or causes other disruptions that cause other residents to complain, the Resident must resolve the issue to the Creek Walk's satisfaction or promptly remove the animal from the Community. Please respect your fellow residents and friends. There is a two (2) pet per home restriction. All pets will be required to be registered.

DOGS

The following breeds are not permitted as pets under any circumstances:

Doberman Pinschers, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow

Chows, Akitas, wolfdog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered "aggressive" when its behavior reasonably causes fear for a resident, guest Community employee, or contractor. A single

bite is a sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or another comparable municipal ordinance accepted by the local animal control) is current and is maintained current is permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. If Management receives a complaint regarding the behavior

of a particular dog, which Management in its sole discretion determines to be valid, then Management may require either that the dog be permanently removed from the Community or that the resident provides evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent. Dogs must be kept inside the Home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on resident's rented Premises, within any designated dog park(s), and in the common areas or entrances to the Community. When outside the confines of the Home, all droppings must be immediately removed by the resident. In no event may a resident permit their dog to trespass on another resident's residential Lot. Residents shall not, under any circumstances, permit their dogs to be caged, fenced, tied, or otherwise left restrained but unattended outside the Home. No outside fences or animal restraining perimeters, whether above or below ground, dog houses, cages, or other containers or forms of restraint of any kind for the retention of animals will be permitted on the Lot, other than dog runs approved in writing by Community Management. Dog doors are not permitted. Persistent barking (barks or howls for ten (10) sustained minutes or more (day or night) on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior. Management will investigate all written complaints concerning dogs from any neighboring Residents.

CATS

Domesticated, indoor cats for which immunization and licensing in compliance with the local animal control ordinance (or comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Cats must be always kept inside the home. Management will investigate all written complaints concerning cats from any neighboring Residents.

RESIDENT-OWNED HOMES

Should it become necessary for you to leave our community and sell your home, the guidelines below apply to the sale and removal of the home. Please let us know if you would like help marketing your home; it is in everyone's best interest to find another qualified resident to purchase your home. Please note that one for-sale sign no larger than 8*11

is permitted in the community. Management will be glad to assist in the process or just share info for the process.

RIGHT OF FIRST REFUSAL

Any homeowner in the community has the right to sell his/her home located in the Community, if management shall have the right of first refusal to purchase the home. The homeowner shall disclose management's right of first refusal in any purchase and sale agreement entered for. The sale of the home or such agreement will be null and void. Upon receipt of a fully executed purchase and sale agreement that discloses the right of first refusal, the homeowner must provide management with a copy of the agreement. Management shall have 10 days following receipt of the agreement to elect to purchase the home upon the same terms and conditions outlined in the executed purchase and sale agreement. In the event management does not timely elect to purchase the home, the homeowner is permitted to sell the home under that executed purchase and sale agreement and subject to these Rules and Regulations and the Lease. If the sale of the home under that purchase and sale agreement is not closed within thirty (30) days of the expiration of management's three (3) day election period, then the homeowner must repeat the right of first refusal process by resubmitting any agreement to management. Management may see injunctive relief, and any other available legal remedies, to enforce these provisions if the homeowner fails to comply.

REMOVAL OF A RESIDENT HOME

Before moving a home out of the Community, the homeowner must provide management with at least 48 hours prior written notice of the date and time the home will be removed, and the name and contact information of the licensed and insured home transporting company performing the move-out. The home may only be removed from the A community between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. The homeowner or home transporting company shall give a \$500 deposit in certified funds to management before the move-out to be used, if necessary, at management's discretion, to restore any damage to the homesite caused by the removal of the home. The homeowner shall solely be responsible for any damage to Community property or the property of other residents resulting from the removal

of his/her home. Management may seek injunctive relief to enforce these provisions if the resident fails to comply.

VIOLATIONS

We will work together with the residents to make sure that our community is a neat, clean, and safe environment. To that end, if a resident, or a resident's action or inaction fails to comply with these Community Rules and Regulations, and or behaves in a manner that is not in the best interests of the community a written violation notice will be sent by management with a cure period, If any violation may be cured and is not remedied within the specified time, or another violation occurs again after the written notice, the resident will be charged a fee and, management's reasonable costs to cure or repair the violation. Management reserves the right to seek injunctive or other legal relief in cases where it is either unable to cure, or for repeated violations. Failure of the resident to cure any violation in the stated time may be considered a breach of the Lease. These Rules and Regulations are an important part of your Lease and are included therein by reference. A copy of these Rules and Regulations is also posted online on the Residents Portal of the Landlord's website. Any updates to these Rules and Regulations shall take effect with all Residents in the Community within 30 days of the date upon which Management notifies Residents of such an update.

WAIVER OF LIABILITY

Tenant, as a material part of the consideration under the lease, hereby waives all claims against Management for damages to furniture, equipment, records, goods, wares, or merchandise in, upon, or about tenant's home, from any cause arising at any time, other than the negligence of Management's employees. Tenant does hereby agree to indemnify and hold Management harmless from and on account of any damage or injury to any person, or to the furniture, equipment, records, goods, wares, or merchandise of any person, arising from the use of Creek Walk by the tenant, or arising from failure of the tenant to keep their home and site in good condition, as herein provided, or arising from the negligence of any co-tenants or their guests, or by the owner or occupant of adjoining or contiguous homes. The tenant also agrees to pay for all damages to Creek Walk, as well as all other tenants, their guests, and families thereof caused by the tenants or their guests' negligence or misuse of Creek Walk.

WAIVER OF DEFAULT

No waiver by Management of Management's right to enforce any provision hereof after any default on the part of the tenant shall be deemed a waiver of Management's right to enforce each and all the provisions hereof upon any further or other default on the part of the tenant. The acceptance of rent hereunder shall not be construed to be a waiver of any breach of any term, covenant, or condition of the party's lease or Creek Walk Community Rules and Regulations, nor shall it reinstate, continue, or affect any notice, demand, or suit there undertaken.

ATTORNEY'S FEES

Should Management be required to seek legal remedies to enforce terms, conditions, and covenants included in this set of Rules and Regulations, the tenant agrees to pay all reasonable attorneys' fees whether Court proceedings were commenced.

EXECUTION AND ACKNOWLEDGMENT

In becoming a resident of Creek Walk the above rule and regulations must be accepted, complied with, and is a part of the rental agreement. The tenant acknowledges having read and received a copy of Creek Walk Rules and Regulations and agrees to abide by all the terms and conditions herein contained. Tenant agrees to hold Creek Walk operators harmless from damages caused by fire, windstorm, water, or other acts of God. The resident shall use the leased premises for a single-family residence. Resident agrees that the premises shall not be used for any unlawful purpose and that no violation of law or ordinance shall be committed thereon, and nothing shall be done or suffered, or any substance kept on said premises, which will create a nuisance, or operate to increase beyond that normally associated with a single-family residence or to cause the insurance rate thereon to be increased. Creek Walk may, in its sole discretion, upon reasonable notice to Resident, inspect the Premises. Resident represents and warrants that no hazardous substances will be stored on leased premises by Resident and that no hazardous substances will be used on the leased premises during its occupancy of the premises. Resident shall indemnify and hold harmless Creek Walk from any costs, expenses, claims, and damages, including reasonable attorney fees, arising out of any claim for loss or damage to person or property, or any contamination of, or adverse effects on,

the environment or any violation of any law, caused or resulting from any hazardous substances used, stored, or discharged on the leased premises resulting from Resident's use. The resident agrees that such representations and warranties shall survive any termination of this Lease. Default of any obligation under this agreement is cause for eviction of Resident. The resident agrees that seven-day notice before eviction shall be sufficient. and Resident waives any notice beyond seven days. The resident also agrees to pay for all costs, including attorney fees, associated with the eviction proceedings and any action by Creek Walk to recover unpaid rent for damage to the premises.

ABANDONMENT AGREEMENT

The home will be considered abandoned when the rent for the lot is unpaid for 30 days or more and no person is living in the home for 30 days or more. A home shall also be considered abandoned if the title owner is not a current occupant. All tenants must be title owners AND have a written lease with Management for the site they are occupying. Abandonment of a home is a default under the Lease agreement. When abandoned, Management may contact the Tenant at their last known address by regular mail informing them of the default and the need to remove the home. If no response is received 20 days after mailing notice of abandonment, the Tenant expressly gives Management consent to take the following actions:

Seek judicial remedies including eviction, order to remove home, and judgment to include expenses of removal against Tenant, including, but not limited, to expenses for maintenance, upkeep, cleanup costs, and transporting the home from the premises. Remove the home without judicial process and take any action, including resale or disposal, necessary to remove the home from the Premises. The tenant expressly acknowledges the right of Management to take this action when the home is abandoned and further releases all claims for the value of the abandoned home, and any claims related to items contained therein. No action taken by Management shall release or stop any claim against the Tenant for unpaid rent or expenses, but if Management receives compensation from the sale or disposal of the home, the Tenant shall be entitled to a credit of that amount, minus any incurred costs by management.

AMENDMENT OF RULES AND REGULATIONS

Management reserves the right to amend these Rules and Regulations as necessary. These revised Rules, Regulations, and Covenants supersede all others heretofore published and issued. Management may post rules and regulations online for review or the Resident may obtain a current copy from Creek Walk Management.

_____ Tenant	_____ Resident Signature	_____ Date
_____ Tenant	_____ Resident Signature	_____ Date
_____ Manager/Owner	_____ Manager/Owner Signature	_____ Date