

## **RULES & REGULATIONS**

### **INTRODUCTION**

The owner of Spring Valley Apartments (referred to herein as the “Community”) intends to maintain and operate this Community as a quality residential community. It is the purpose and intent of these Rules & Regulations to promote the character of the Community as a peaceful, attractive, and enjoyable community for all residents and to promote convenience, order, safety, welfare and harmony in the Community for the tenants, as well as setting forth the terms of the tenancy for each tenant and in accordance with S.C. Code Section 27-40-520. These Rules & Regulations are further intended to preserve the Community Owner’s property from abusive use and make a fair distribution of services and facilities held out for the tenants. The Community’s Management (“Management”) strives to render prompt and efficient service and to provide all tenants with an enjoyable lifestyle in quality surroundings.

Each tenant renting an Apartment in the Community is referred to as the “tenant” in these Rules & Regulations. Tenant is defined as a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others. The term “person” includes an individual or organization. The term “household members” includes in all instances any tenant’s spouse, children, or any other cohabiters or individuals authorized to reside in the tenant’s home. The term “resident” includes the tenant and any household members. The term “Premises” shall be defined as the Apartment which is the subject of each individual lease and any parking spaces associated with said Apartment.

These Rules & Regulations apply equally to tenants, their household members and to any guests, invitees, or visitors. These individuals are considered to be under the control of the tenant and the tenant is responsible for any Rule & Regulation violations by any of these individuals.

### **A. RIGHTS AND RESPONSIBILITIES**

**1. Management Rights:** Management retains all of the rights set forth in the statutes, as well as all rights set forth in these Rules & Regulations and all other rights and abilities that are reasonably necessary to carry out Management’s responsibilities, or to enforce these Rules & Regulations or to promote the peace and safety of the residents of the Community. Management reserves the right to inspect the Common Areas of the Community and, under the notice provisions as provided by law, each respective Apartment, and/or to perform any repairs or maintenance of Community utilities at all reasonable hours.

**2. Tenant Complaints and Concerns:** Any and all complaints or concerns should be submitted in writing, signed, and addressed to the Community Manager, Spring Valley Apartments, 1001 Spring Valley Drive, Hanahan, South Carolina 29410.

**3. Safeguards and Alterations, Installations or Construction:** Management reserves the right to require the addition of safeguards and/or alteration of improvements to personal property if necessary to comply with the safety requirements of the Community’s insurance carrier, or reasonable safety measures in general. With the exception of certain plantings set forth below, any alterations, installations, additions, or construction in Apartments

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must be approved in advance by Management, in writing, and conform to all applicable building codes as well the terms and conditions of each individual Lease Agreement.

**4. Liability and Indemnity:** Neither Management nor the Community owner is responsible for fire, theft, or damage in any manner to any Apartment, vehicle, or other property of any resident or guest of the Community, or for any injuries to or death of any person, arising from, among other things, storm damage, flooding, snow, or ice on any Community property. It is being fully understood that each tenant, household member, visitor, or guest uses and occupies all Community property at their own risk. This provision may not be interpreted or construed so as to absolve the Community Owner from liability for its own willful acts or gross negligence of that of its agents.

Each tenant shall hold the Community Owner and Management harmless from any and all claims, expenses, damages, liabilities, judgments, rights and causes of action of whatever kind or nature, caused in whole or in part by, arising out of, or attributable to any matter for which the tenants, household members, visitors, guests, or invitees are responsible under these Rules & Regulations. Furthermore, the Community Owner shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to goods and equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Community Owner and Management harmless from any and all claims or assertions of every kind and nature.

Neither the Community Owner nor its Management may be held responsible for any interruption of services, or damages resulting therefrom, caused in whole or in part by conditions beyond its control.

This provision shall not be interpreted as the tenant agreeing to "the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith" in violation of S.C. Code Section 27-40-330(a)(3).

**5. Insurance Coverage:** The Community carries standard property insurance. The Community's insurance policy does not cover loss or damage to the property of the Community's residents or injury or death to any persons, in situations where the damage results from a tenant's own negligence, failure to adhere to the Rules & Regulations, or any condition that is within the control of the tenant. The foregoing is not intended to be an exclusive list of the items which are not covered by the Community's insurance, and additional losses, damages, or claims may not be covered for any variety of reasons. The failure to specify herein any type of loss, damage, or claim is not an admission of insurance coverage or of any liability for any such loss, damage, or claim. Tenants are required to purchase their own insurance coverage for their Apartment and other possessions for liability purposes.

## **B. ENFORCEMENT OF RULES & REGULATIONS**

**1. In General:** Any failure of a tenant, their household members, guests, visitors or invitees to observe and comply with any of these Rules & Regulations or any of the provisions of S.C. Code Sections 27-40-510, 27-40-530, and 27-40-510 will be considered unacceptable

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behavior, which may subject the tenant to eviction from the Community after written notice and pursuant to each individual Lease Agreement.

**2. Violations:** Any tenant, their household members, guests, visitors, or invitees who have committed, or are responsible for, any violation of these Rules & Regulations will receive notice in writing of the violation and the Community shall be entitled to proceed with any and all remedies available under the Default provision (paragraph 20) of each respective lease.

**3. Termination of Tenancy:** In accordance with S.C. Code Section 27-40-710, the following is a summary of just causes for eviction:

- a) Nonpayment of rent within five (5) days of its due date, utility charges (if applicable), or reasonable incidental service charges (if applicable).
- b) Failure to comply with S.C. Code Section 27-40-510 materially affecting health and safety or the physical condition of the property.
- c) Failure to comply with local, state, or federal laws pertaining to the use of illegal drugs or the illegal use of prescription drugs.
- d) Engaging in repeated conduct that interferes with the quiet enjoyment of the Apartments of other residents.
- f) Noncompliance with a provision of the Lease Agreement or these Rules & Regulations and failure to remedy the violation within fourteen days after written notice by the Community owner or Management. If the remedy requires longer than fourteen days, the owner may allow the resident in good faith to extend the time to a specified date.
- g) Noncompliance with a law or a provision in the rental agreement or these Rules & Regulations affecting the health, safety, or welfare of other residents in the Community or affecting the physical condition of the Community.
- h) Willfully and knowingly making a false or misleading statement in the Lease Agreement or application.
- i) Other reason sufficient under common law.

**4. Costs and Fees for Non-Compliance:** Tenants shall be subject to payment of certain fees for failure to comply with Community Rules & Regulations as defined in the Lease Agreement. Costs and reasonable attorney fees shall be charged, at the discretion of the Community owners and/or Management, to a tenant who fails to pay rent or otherwise violates Community Rules & Regulations whether or not a legal action is filed against the tenant. Should it become necessary for the Community owners and/or Management to employ an attorney to enforce any of the conditions or covenants in the Rules & Regulations or Lease Agreement, including the collection of rentals or gaining possession of the Premises, Tenant shall pay all expenses so incurred, including reasonable attorney fees.

**C. ENTRANCE INTO THE COMMUNITY**

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**1. Application for Tenancy:** All prospective tenants of the Community and their household members aged eighteen (18) and over are required to complete an Application for Tenancy. Management review will include a credit report and criminal background check. Management approval must be received prior to entrance into the Community.

**2. Subletting prohibited:** Apartments must be owner occupied and tenants are not permitted to sub-rent or sub-lease the rented Premises without express written prior approval of the Community. Tenancies are not transferable, and no Apartment in the Community may be occupied by others, unless the new occupant is approved for entrance into the Community as a resident in accordance with all requirements of these Rules & Regulations.

**D. RENT AND OTHER CHARGES; PAYMENT**

**1. Rent:** All rent payments are due in advance, on the first (1<sup>st</sup>) day of each month, in accordance with each Lease Agreement. Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Community from their monthly rent payments. The date when Community Management actually receives the payment will determine when it was received for purposes of these Rules & Regulations; neither the postmark on the envelope or the date on the check will be taken into consideration as to whether or not the payment is made on time. Postdated checks will be deemed received on the later of the date of actual receipt, or the date of the check, and not before.

**2. Returned Checks:** Any checks returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant in the amount set forth in the Lease Agreement. Any more than two (2) returned checks will result in future payments being made by cashier's check or money order.

**3. Failure to Pay:** If rent or any other charges due are not received by the end of the fifth (5<sup>th</sup>) day of the month, the tenant is subject to a late fee as indicated in each Lease Agreement, and to receiving a Demand for Rent and Eviction Notice.

**IF YOU DO NOT PAY YOUR RENT ON TIME**

**THIS IS YOUR NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, THE LANDLORD CAN START TO HAVE YOU EVICTED. YOU WILL GET NO OTHER NOTICE AS LONG AS YOU LIVE IN THIS RENTAL UNIT.**

**E. OCCUPANCY**

**1. Number of Occupants:** No more than two (2) persons per Apartment are permitted to occupy any Apartment in the Community. Any individual not approved for residency will be considered a visitor in the Community. All Apartments shall be used and occupied by Tenants, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.

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**2. Additional Occupants:** Any additional occupants to the household must be approved by Management, by completion of application process prior to moving into the Community. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Management's written consent to such use.

**3. Visitors:** Overnight visitors are permitted on a temporary basis, except as stated below. Visitors may not remain as overnight guests in any Apartment for a period in excess of thirty (30) days within a sixty (60) day period, without applying for Community entrance through the application process.

**4. Restrictions on Visitors and Occupants:** No tenant may have as an overnight visitor, or as a permanent resident in any home, any person who has been:

- a) evicted from the Community based on any violation(s) of these Rules & Regulations other than nonpayment; or
- b) convicted of any crime that occurred on Community property, or that occurred while the individual was a resident of the Community, or the victim of the crime was a Community resident, or
- c) convicted of a sex crime (including, but not limited to, rape, statutory rape and unlawful sexual contact), or any felony conviction unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management has no obligation to do.

## **F. CONDUCT AND COMPLIANCE WITH COMMUNITY RULES & REGULATIONS**

**1. Prohibitions:** The following are prohibited at all times in the Community:

- a) Loud parties; loud musical instruments, music, radios; other offensive noise or commotion.
- b) Shouting, fighting, and other forms of disorderly behavior.
- c) The public consumption of alcoholic beverages or drunken behavior in public.
- d) Open fires of any kind. UL-approved chimaeeras, charcoal grills, gas grills, and hibachis may be used if they are operated properly and are in good working order.
- e) Absolutely no firearms, bb guns, paintball guns, or fireworks may be fired or discharged in the Community under any circumstances.
- f) Trampolines, playground equipment, and/or basketball hoops (free standing, mounted, or otherwise).

- g) Assault, or the threat of assault, harassment, intimidation, or other interference with Management or other employees or damage or threat of damage to any Community property.
- h) Peddling or soliciting of any kind. This is not intended to prevent sales “parties” (e.g. Avon parties) held by a resident of the Community, involving only previously invited guests.
- i) Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects or rodents.
- j) Interference with any other tenants’ quiet enjoyment of their Apartment.
- k) Feeding, or other care, of stray cats, dogs, or feral creatures.
- l) Storage of materials or equipment for any commercial enterprise.

**2. Quiet Hours:** All noise that can be heard outside of each Apartment is to be kept to a minimum between the hours of 9:00 p.m. and 7:30 a.m. No unnecessary noise may be audible outside of the Apartment during those hours.

**3. Dealing with Neighbors:** Complaints of Rules & Regulations violations should be reported in a signed letter to Management. In the event of afterhours disturbances or in case of an emergency, tenants are requested to contact the police department for corrective action, and advise Management in writing of the incident and the circumstances surrounding the complaint on the next working day, so that Management can follow-up and help correct the problem.

**4. Vacant Mobile Home Lots:** Vacant mobile home lots are Community property and are not to be disturbed, entered, or used for any purpose whatsoever. **Tenants are hereby placed on Trespass Notice for all vacant mobile home lots.**

**5. Damage to Community Property or Equipment:** Any damage caused to any property or equipment in the Community by any tenant, their household members, visitors, guests, or invitees, will be the financial responsibility of the tenant to correct, regardless of whether such damage has been caused negligently, intentionally, inadvertently, or otherwise. The damages will be measured by the restoration or replacement cost to correct the same, in Management’s discretion. Such damages are deemed additional rent and are due and payable thirty (30) days after Management has provided written demand for payment.

## **G. CHILDREN**

**1. Responsibility:** Tenants will be held responsible for any property damage or injuries caused in whole or in part by their children, and for any violations of these Rules & Regulations by their children. Tenants may be evicted for violations of these Rules & Regulations committed by their children, after notices and an opportunity to comply, as though the violations had been committed by the tenant themselves.

**2. Supervision and Conduct of Children:** Each tenant is responsible to provide adequate supervision of their children at all times, while they are in the Community. Tenants

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shall not permit their children to enter any Community buildings or enter any other areas designated by Management as prohibited, whether for safety reasons or otherwise. No one is permitted to play or loiter on empty lots, in the streets, or to trespass on other tenant's leased premises.

Bicycles, tricycles, and toys must never be left in any streets, parking lots, hallways, staircases, or common areas. For their safety, children must never play with riding toys in these areas. Throwing rocks, digging on lots, destruction of trees or other Community property is not permitted.

Children may not operate any vehicle in the Community except in compliance with the State of South Carolina's driver's license regulations.

## **H. PETS AND OTHER ANIMALS**

**1. Responsibility:** No pets will be permitted without the prior consent of Management and with a fully executed Pet Addendum. Tenants are responsible for all actions of their pets, and are financially liable for any damage caused to property of the Community or that of any other tenant and for any personal injuries, including death, caused by their pets. Pets are not permitted to disturb the rights, comfort, safety, or convenience of the other residents or their visitors. Undue noise, aggressive behavior toward people or other pets, digging, or other unruly behavior, by any pet or other violation of these Rules & Regulations may be cause for removal of the animal from the Community.

**2. Types and Registration of Animals:** One dog with a weight of 50 lbs. or less, or one cat will be permitted. No wild or exotic animals, farm animals, or venomous or otherwise dangerous animals are permitted to be kept in the Community, whether as pets or otherwise. A reasonable number of fish, birds, and/or constantly caged small (under 4 lbs.) indoor animals, such as hamsters, gerbils, or guinea pigs, are permitted without registering with Management.

Approval of any dog or cat is contingent on completion of a "Pet Addendum," presentation of proof that the animal is properly licensed pursuant to municipal and county requirements, and submission of a certificate from a licensed veterinarian stating the animal has received all required and advisable immunizations and has been spayed or neutered. This information must be updated and kept current with the Community office on an annual basis.

Due to insurance requirements and the safety of other residents, the Community prohibits potentially aggressive breeds and cross-breeds including, but not limited to, all Pit Bulls (American Staffordshire Terriers) Doberman Pinschers, Chow-Chows, Rottweilers, and Wolf Hybrids.

**3. Care of Pets:** Dogs and cats may not be left outside unattended at any time, day or night. Doghouses, outdoor cages, ropes, chains and other outdoor enclosures intended to house or contain any pet or other animal are strictly prohibited. Whenever pets are outside the Apartment, they must be kept on a leash. Any pet or other animal found loose in the Community is subject to being picked up by the Animal Control Officer and taken to the Humane Society.

Animal waste deposited anywhere in the Community must be removed immediately by the person responsible for the animal.

**4. Removal of Animals:** Tenants with registered pets in violation of these Rules & Regulations will be given written notice of the violation and an opportunity to comply. If the violation continues or recurs, the Community may require removal of the pet from the Community.

The Community reserves the right to require immediate removal of any unregistered pet, or any pet with a history of aggressive behavior and/or prior or current dog bite history, or otherwise injures a person or other pet or is deemed in the sole discretion of Management to be a threat to the health or safety of other residents.

## **I. HOME OCCUPATIONS AND BUSINESSES PROHIBITED**

**1.** No home occupation, business, or commercial activity (including Day Care/Babysitting) may be conducted in the Community at any time.

## **J. FIRE**

**1. Fire Prevention:** No liquid petroleum, propane or similar gas tanks may be stored inside any Apartment. No flammable materials, including but not limited to gasoline and kerosene, may be stored within the Apartment. Tenants are encouraged to keep fire extinguishers at their Apartments in working condition.

## **K. CARE OF APARTMENT**

**1. General Maintenance:** Except as otherwise specifically set forth in these Rules & Regulations, it is the responsibility of each tenant to maintain his or her entire Apartment in a good and attractive condition and in good repair at all times, at the tenant's expense. Common areas must be kept clean, neat, and uncluttered. No discarded or abandoned materials, unnecessary items, building materials, trash, junk, debris, or excessive lawn decorations that create a cluttered appearance may be kept, stored, left, or abandoned outside the Apartment. Toys, bicycles, etc., must be put away (not left outside) at the end of the day.

## **L. MOTOR VEHICLES**

**1. Registration:** All vehicles kept in the Community must be currently licensed, registered, and inspected (if required by federal, state, or local laws and regulations). Temporary plates on vehicles must be replaced by permanent plates within the time frame required by law.

No unregistered, uninspected (if required), or inoperable motor vehicles of any size or type are permitted in the Community, and any tenant with such a vehicle in the Community is in violation of these Rules & Regulations. Any such vehicles are subject to being towed away by Management, at the owner's expense and risk.

**2. Maintenance of Vehicles:** Tenants are permitted to perform only minor maintenance on vehicles within the Community. Damage to paved parking areas or driveways

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caused by leaking gas, oil, or other automotive fluids must be repaired by the tenant, at the tenant's expense. No tenant will be allowed to keep any vehicle that is unsightly, including various parts being different colors, excessive rust, flat tires, etc. No tenant is to use the common areas for extended mechanical repairs.

**3. Speed Limit and Safe Driving:** Speed limits within the Community shall not exceed twenty miles per hour (20 mph). There must be no squealing of tires, joyriding, or reckless driving. All vehicles are subject to reasonable noise levels.

Speeding, driving under the influence of drugs or alcohol, or other unsafe behavior by any tenant or by the tenant's household members, guests, or invitees will not be tolerated. Violation of this Rule will result in a violation notice, and failure to comply after notice of the violation may result in eviction.

**4. Commercial and Recreational Vehicles:** Tenants may not keep any commercial truck over  $\frac{3}{4}$  ton in the Community. Recreational vehicles, including but not limited to motorized bikes of any kind (excluding motorcycles), snowmobiles, ATV's, or motorized go-carts may not be driven on Community property.

A storage compound for recreational vehicles will be provided for a monthly fee.

**5. Parking:** The maximum number of vehicles kept in the Community will be two (2) vehicles per Apartment. Management approval must be obtained for parking of additional vehicles.

No vehicle may be parked within ten (10) feet of any fire hydrant. Any vehicle parked overnight in an unauthorized place is subject to being towed at the owner's risk and expense, without prior notice. Vehicles may not be parked on the grass.

Any vehicle parked on a street during snow removal procedures will be subject to towing without prior notice at the owner's risk and expense.

## **M. SEVERABILITY**

If any term or provision of these Rules & Regulations are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability does not affect the validity or enforceability of these Rules & Regulations with respect to any other individuals or situations, and does not in any event affect the remainder of the Rules & Regulations which remain in full force and effect as though the invalid or unenforceable provisions were not included herein. The partial invalidity of any Rule does not affect the enforceability of the remainder of that Rule.

## **N. INCORPORATION OF RULES & REGULATIONS INTO LEASE**

These Rules & Regulations are specifically intended to be incorporated into each and every Lease Agreement pertaining to Spring Valley Apartments. Violation of any of the terms and conditions of these Rules & Regulations constitutes a violation of the Lease Agreement itself. In

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the event that a specific Lease Agreement conflicts with these Rules & Regulations, the Lease Agreement controls.

**O. RIGHT TO OBJECT**

Tenants have the right to object to the within Rules or Regulations **ONLY IF** said Rules & Regulations are adopted **AFTER** the Tenant enters into the Lease Agreement. The Community shall provide to Tenant written notice of any changes to the Rules & Regulations. Tenant is hereby on notice that any objection to any such Rules & Regulations adopted after the date of the Lease Agreement shall be made to the Community in writing within thirty (30) days after promulgation of the Rules & Regulations pursuant to S.C. Code Section 27-40-520(b).

I/We, the Tenant(s) herein, have read the within Community Rules & Regulations booklet and have had a copy of said Rules & Regulations provided to me/us. I/We further agree to abide by all provisions contained in the Rules & Regulations.

Community Manager\_\_\_\_\_

Tenant\_\_\_\_\_

Tenant\_\_\_\_\_

Tenant\_\_\_\_\_

Dated\_\_\_\_\_

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