

CAIN CROSSING PROPERTY OWNERS ASSOCIATION, INC.

LEASING PERMIT

This Leasing Permit ("Leasing Permit") is made this _____ day of _____ 20____ by Cain Crossing Property Owner's Association, Inc (CCPOA), a South Carolina non profit corporation (hereinafter called "Association") for the benefit of

_____ whose current address is _____ (hereinafter called "Owner").

Association hereby gives permission to Owner to lease residential unit # (street address) _____ (hereinafter called "Unit"), of CCPOA a townhome community in the city of Charleston, in Berkeley County, South Carolina. ("Regime"). In consideration of Association providing this Leasing Permit to Owner, Owner agrees to comply with the following conditions with respect to leasing the Unit, which conditions are required by the Declaration of Covenants, Restrictions and Easements for, CCPOA. ("CREs"):

1. Definitions. Capitalized terms used in this Leasing Permit, which are not otherwise defined herein, shall have the same meaning ascribed to them in the CREs.
2. Permission to Lease. Owner is hereby granted permission to lease the Unit subject to the terms and conditions of this Leasing Permit and CREs.
3. No Transfer of Leasing Permit. This leasing permit shall be valid only as to the Owner and the Unit and shall not be transferable between either Units or Owners.
4. Revocation. This Leasing Permit shall be automatically revoked upon the happening of any of the following events (a) the failure of the Owner to lease his or her Unit within ninety (90) days of this Leasing Permit having been issued; (b) the failure of the Owner to have the Unit leased for any consecutive ninety (90) day period thereafter; or (c) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will , as of said date, no longer need the Leasing Permit.
5. Leasing Provisions. Leasing which is authorized, pursuant to Leasing Permit, hereunder shall be governed by the following provisions:
 - (a) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the CREs and any rules and regulations adopted pursuant thereto.
 - (b) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of this lease. The Board may maintain and, upon request, provide a form

that is deemed acceptable. There shall be no subleasing of Units or assignment of lease without prior written board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the CREs, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(c) Liability for Assessments, Use of Common Elements and Compliance with CREs, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, than such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(i) Compliance with CREs, Bylaws and Rules and Regulations. The lessee shall comply with all provisions of the CREs, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee or a Person living with the lessee, violates the CREs, Bylaws, or rule or regulation for which a fine is imposed, notice of violation shall be given to the Owner and the lessee and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time frame set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the CREs, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without

liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the CREs, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner in accordance with terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

- (ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, and all rights and privileges that the Owner has to use the Common Elements, including but not limited to the use of any and all recreational facilities and other amenities.
- (iii) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and , upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the terms of the lease and any other period of occupancy by lessee. However lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Boards request. All such payments made by lessee, shall reduce, by the same amount lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Boards request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the CREs as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

IN WITNESS WHEREOF, the parties have executed this Leasing Permit under the seal this ____ day of _____

ASSOCIATION: CAIN CROSSING PROPRTY OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation

By: _____

Name _____

Title _____

OWNER: _____

Print _____

Unit # _____

Charleston, SC 29492

Print _____

This permit is not valid unless it contains original signatures of all parties.