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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Matthew C. Skinner, Magistrate Judge

Appellate Case No. 2022-001269
Court of Common Pleas Case No: 2022-CP-42-03163
Magistrate Case No: 2022CV4210301122

Shaneka Flournoy,

Appellant,

v.

Windsor Palms Apartments,

Respondent.

MEMORANDUM IN OPPOSITION TO APPELLANT’S MOTION TO REINSTATE

Respondent, Windsor Palms Apartments (hereinafter “Respondent”), by and through its counsel, Thomas I. Howard, Jr., in opposition to Appellant’s Motion to Reinstate would show unto this Honorable Court:

1. Respondent is the Landlord/Owner (upon information and belief Windsor Palms Apartments is a trade name as Crestmont Capital Spartanburg, LLC is the ownership entity) of that certain residential real property located at 1000 Pinegate Drive, Apt. A09, Spartanburg, South Carolina 29303 (hereinafter “Premises”).

2. Upon information and belief, Shaneka Flournoy (hereinafter “Appellant”) entered into an Apartment Lease Contract with Respondent for the rental of the Premises with a monthly base rent of \$975.00 plus flat fees for water (\$45), cable/internet (\$40), trash fee (\$5), pest control (\$3) for a total of \$1,068.00, due on or before the first of each month. A copy of the Lease is attached hereto and incorporated herein as **Exhibit “A”**.

3. Subsequently, on or about July 19, 2022, upon information and belief, an application for ejectment was filed by Respondent due to Lessees’ breach of the Lease for failing to pay rent when due or demanded.

4. A judgment for the Respondent was entered on or about August 12, 2022, granting Respondent’s request for a Writ of Ejectment.

5. On or about August 24, 2022, Appellant filed an appeal in the Court of Common Pleas for Spartanburg County.

6. Pursuant to South Carolina Code Ann. § 27-40-800, upon information and belief, a bond to stay hearing was conducted at the Boiling Springs Magistrate Court on or about August 26, 2022 whereby Appellant was ordered to pay \$1,068.00 by September 1, 2022 and if payment was not received by September 7, 2022, the appeal would be dismissed.

7. South Carolina Code Ann. § 27-40-800(c) provides that “If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, ***the stay of execution shall dissolve, the appeal by the Tenant to the circuit court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.***”

8. On or about September 8, 2022, Appellant provided an Application and Affidavit

Before the Circuit Court to Dissolve Stay and Dismiss Appeal and Issue Order to Evict and Remove which the magistrate court also issued an order to the Circuit Court which outlined that the Appellant had failed to comply with conditions of the bond or undertaking.

9. On or about September 12, 2022, Appellant filed a notice of appeal with the South Carolina Court of Appeals appealing the ruling/dismissal of her appeal for failure to comply with bond/undertaking and asking for the Court of Appeals to stay the eviction action.

10. SCACR Rule 241(b)(10) requires that Appellant meet a condition precedent to continue with her appeal by executing a bond or undertaking under South Carolina Code Ann. § 27-40-800.

11. Upon information and belief, Appellant also admits to being late on the bond/undertaking payment ordered by the magistrate court as outlined in Appellant's Notice of Appeal.

12. Upon information and belief, Respondent's rights are being prejudiced as no bond or undertaking was made for the appeal to the Court of Appeals to which Respondent believes is a condition precedent to maintain the appeal and stay the writ, and upon information and belief, Appellant has failed to keep the rent current throughout the pending appeal to which if a bond had been set, Respondent should be permitted to move forward with a writ as outlined in § 27-40-800(e) and Appellant's appeal be dismissed. A copy of the ledger is attached hereto and incorporated herein as **Exhibit "B"**.

Therefore, Respondent respectfully requests this Honorable Court dismiss Appellant's Appeal as upon information and belief, Appellant has failed to meet procedural conditions precedent by failing to comply with the terms of the aforementioned bond to stay from the magistrate which resulted in the dismissal of Appellant's appeal to the Court of Common Pleas.

Further, Respondent's rights are being prejudiced as no bond or undertaking was made for the appeal to the Court of Appeals to which Respondent believes is a condition precedent to maintain the appeal and stay the writ. Respondent intends to go forward with the execution of the writ of ejectment and set-out, and Respondent believes that the failure to comply with S.C. Code Ann. § 27-40-800 and SCACR Rule 241(b)(10) makes a dismissal proper as the Notice of Appeal is an appeal of a procedural failing by the Appellant due to Appellant's failure to comply with the bond or undertaking.

Respectfully submitted this 12th day of December, 2022.

s/ Thomas I. Howard, Jr.
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1. Windsor Palms Lease Agreement

1.1 WINDSOR PALMS LEASE AGREEMENT

Residential Lease Agreement

This Residential Lease Agreement (the "Lease") is made this day 12/30/2021, between Crestmont Capital Spartanburg, LLC d/b/a Windsor Palms Apartment Homes (hereinafter referred to as the "Landlord"), and Shaneka Flournoy Tenant(s) (hereinafter referred to as "Resident"). In the event this Lease is executed by more than one Resident, each shall be jointly and severally responsible for compliance with all terms and conditions set forth herein.

LANDLORD AND TENANT ACT: This Lease is governed by the South Carolina Residential Landlord and Tenant Act, Section 27-40-10, et. seq., of the South Carolina Code of Laws, 1976, as amended (the "Act"). To the extent of any inconsistencies between the terms and conditions of this Lease and the Act, the Act shall control.

In consideration of the promises and agreements contained herein, Landlord does hereby agree to rent to Resident, and Resident does hereby rent from Landlord, the residence identified as Unit/Apartment 1000 Pinegate Dr

Apt. A09

Spartanburg, SC 29303

located at 1000 Pinegate Drive, Spartanburg South Carolina, 29303 (the "Premises") under the following terms and conditions:

1. **Term of Lease:** The term of this Lease shall be for a fixed term of 12 months beginning on 01/01/2022 and ending on 12/31/2022. This Lease will automatically renew on a month-to-month basis at the conclusion of the initial lease term unless either of the following occurs:
 - 1) Either party gives written notice of termination of the Lease to the other party 30 days or more before the end of any fixed Lease term (whether the initial term or a renewal) or 30 days prior to the end of any month-to-month term; or
 - 2) Landlord provides Resident with written notice at least 30 days prior to the end of any term that any renewal of the Lease will be at a different amount of rent. In that event, any renewal term will automatically be at the stated new rent, unless Resident provides Landlord with written notice of Resident's intent to vacate the Premises at the end of the term within 10 days after Landlord provides notice of the change.

In the event this Lease is terminated by giving written notice of termination, you understand and agree that any such notice shall **NOT BE EFFECTIVE** until the **LAST DAY** of the initial Term of the Lease, or until the **LAST DAY** of any month-to-month term.

In the event this Lease is renewed on a month-to-month basis, then all of the terms and conditions set forth herein shall apply throughout the entire period of the continued tenancy, with the exception of the rate of rent, which may be altered in accordance with item 2), above.

2. **Amount of Rent:** Resident agrees to pay the amount of



for the partial month beginning 11/13/2020 to end of the current month. Thereafter, Resident agrees to pay the amount of

WATER INCOME	\$45.00
Cable Internet	\$40.00
Trash Recapture	\$5.00
Pest Control	\$3.00
Rent Income	\$975.00

Total: **\$1,068.00**

each month during the term of this Lease. The Resident understands and agrees that said amounts shall be paid on or before the **FIRST CALENDAR DAY of each month** at the following address, 1000 Pinegate Drive, Apt

1000 Pinegate Dr

Apt. A09

Spartanburg, SC 29303

and said amount shall be due and payable to Landlord or such third party as Landlord may designate from time to time in writing. Any failure to pay rent on time will be considered a breach of this Lease for which Landlord may exercise its rights under paragraph 24. RESIDENT ACKNOWLEDGES THAT ALL RENT AND OTHER CHARGES DUE UNDER THIS LEASE WILL BE PAID BY MONEY ORDER, PERSONAL CHECK OR BANK/CERTIFIED CHECK ONLY MADE PAYABLE TO WINDSOR PALMS APARTMENT HOMES- **CASH WILL NOT BE ACCEPTED.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X 
Shaneka Flournoy

2. Windsor Palms Lease Agreement

2.1 RESIDENTIAL LEASE AGREEMENT

NOTICE TO RESIDENT: IF RESIDENT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD HAVE RESIDENT EVICTED AND MAY TERMINATE THIS LEASE, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. RESIDENT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS RESIDENT REMAINS ON THE PREMISES.

3. Utility Services: Resident is responsible for the payment of all charges for utility services to the Premises **except** those listed below. Any failure to pay such charges when due by Resident shall be considered a breach of this Lease for which Landlord may exercise its rights under paragraph 24. In the event any charge for such utility services is not timely paid by Resident and thereafter paid by Landlord, such amounts shall constitute additional damages for which Resident shall be obligated to reimburse Landlord. Resident also understands and agrees that Resident shall have the obligation to transfer all such utility services into Resident's name and Resident agrees as a condition of this Lease that Resident will initiate or transfer all utility services for the Premises NOT provided by Landlord

in Resident's name prior to taking possession of the Premises effective on or before the beginning date of the Lease Term, set forth above, and that Landlord will not be responsible for any failure or interruption in said utility services due to any cause. Resident shall be liable for any inspections required by local authorities/utility companies due to Resident's failure to obtain service at time of occupancy or to maintain said service during the term of this Lease. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of this Lease.

Utilities to be paid by Landlord (if any): None.

4. Security Deposit: Resident acknowledges and agrees that prior to taking possession of the Premises, Resident is required to pay to the Landlord the sum of \$ \$400.00 as a deposit for the security of the performance by the Resident of all the terms and conditions of this Lease. Any failure to timely pay this amount by the Resident will constitute a breach of this Lease, entitling Landlord to all of the remedies set forth in paragraph 24. THIS SUM WILL BE HELD BY LANDLORD AS A SECURITY DEPOSIT IN A SPEARATE ACCOUNT at the following financial institution: Name: Wells Fargo located at: South Carolina. Any interest that may be earned on said security deposit shall be retained by the Landlord without credit or other obligation to the Tenant.

Upon termination of the tenancy, money held by Landlord as a security deposit may be applied to the payment of accrued rent and the amount of loss of rents or damages which Landlord has suffered by reason of the Resident's noncompliance with this Lease and the Act. Any deduction from the security deposit must be itemized by Landlord in a written notice to the Resident, together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. Tenant shall provide Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the keys to the Premises and mailbox keys, if any, Tenant is not entitled to damages under this subsection provided Landlord (i) had no notice of the Tenant's whereabouts, and (ii) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within (5) business days after receiving notice from Landlord.

If the Premises are rented by more than one person, Resident agrees that the Landlord or Landlord's Agent is permitted to pay any such refund of the security deposit to any person named above as a Resident, and Resident agrees to hold the Landlord and Landlord's Agent harmless for such action. Resident agrees to be solely responsible for dividing any refund among any interested parties.

In the event of any sale or other transfer of the ownership of the Premises by Landlord during the Resident's possession thereof, Resident agrees that Landlord may also transfer or assign the Security Deposit (and all rights and obligations relating thereto) to the new owner/transferee and that upon such transfer, Landlord's obligations and liability for said Deposit shall terminate.

By initialing below, you acknowledge and agree to the terms in Section 2.

X 
Shaneka Flournoy

3. Windsor Palms Lease Agreements

3.1 RESIDENTIAL LEASE AGREEMENT

5. **Late Payments:** Resident acknowledges and agrees that all rent payments shall be due and payable to Landlord, and must be received on or before the first day of each month. If payment is not received by the fifth day of each month, a late charge of \$50.00, shall be added to the monthly Rent payment, which shall then constitute additional rent and must be added to and paid with the overdue Total Monthly Rent amount. In the event that Landlord chooses to accept any late rental payments (including late charges, if applicable) on any occasion, such acceptance shall not constitute a waiver nor preclude Landlord from enforcing its rights hereunder upon a subsequent breach of these provisions for timely payment of rent. **LANDLORD RESERVES THE RIGHT TO REJECT ANY ATTEMPTED PAYMENT OF RENT BY TENANT ANYTIME AFTER THE DATE DUE.**

6. **Returned Checks:** Resident agrees to pay a processing fee of **Thirty-Five Dollars (\$35.00)** for each check provided to Landlord by Resident and returned by Resident's financial institution for any reason, including but not limited to insufficient funds and closed accounts. This additional amount shall be added to the monthly rent payment due, which shall constitute additional rent and must be therefore added to and paid with the monthly rent payment and any late fees due under paragraph 5, above. In the event of a returned check, Landlord reserves the right to require Resident to submit all future payments under this Lease in the form of a Money Order or Certified/Bank check only. Landlord also reserves the right to seek all remedies for the returned check as allowed by law.

7. **Locks and Keys:** Resident agrees not to install any new or different locks, gates, or doors on any exterior portion of the Premises, including but not limited to existing doors and windows, nor to have any existing locks re-keyed, except as may be agreed to by Landlord in advance and in writing. Upon the termination of this Lease, Resident agrees to provide to Landlord all keys to all of the locks on the Premises. In the event any keys are not returned by Resident, or if Resident requests any lock be re-keyed during the lease term, Resident agrees to pay an additional fee to Landlord in the amount of \$ 10 for each lock that is re-keyed and \$45 for any lock that is changed by the resident.

8. **Pets:** Resident bringing any animal or pet onto the Premises shall be obligated to pay to Landlord a NON-REFUNDABLE fee in the amount of \$300.00 for one pet and \$400.00 for two pets. Resident shall also pay an additional monthly pet fee in the amount of \$25.00 for each such animal, which fees are paid solely for the privilege of keeping such animal(s) on the Premises. Resident further agrees that the PET FEE(S) above are NOT a security deposit, and will NOT be applied to offset any costs of repair/cleaning as a result of the pet's presence in the Premises. In addition to the above fees, Resident also agrees that if any animal or pet is brought onto the Premises not claimed on the lease, Resident will also pay to Landlord a REFUNDABLE pet deposit in the amount of \$0.00, the use of which will be governed by the provisions of paragraph 5, above. Resident understands and agrees that the costs of repair of any and all damage done to the Premises by the pet, as well as all cleaning, treating and/or deodorizing the Premises as a result of the pet's presence, shall be the sole responsibility of the Resident and must be paid to Landlord upon demand.

Resident also acknowledges that in the event any animal or pet is brought into the Premises, failure to obtain Landlord's written consent or to pay any of the charges set forth above shall constitute a breach of this Lease, for which Landlord shall have the right to exercise all remedies set forth in paragraph 24. Resident also acknowledges that Landlord may, at any time and in its sole discretion, require that any animal be removed from the Premises if it constitutes a nuisance or creates a disturbance, or otherwise poses a threat to the health, safety or welfare of anyone. Resident agrees that it will be responsible for the actions of all animals and pets brought into the Premises (whether by Resident, any

Occupant or guest), and agrees to defend and indemnify Landlord, and its agents and employees, from all legal proceedings, fines, penalties, claims for damages, as well as all costs and expenses incurred by Landlord (including attorney fees) relating to damage to persons and/or property allegedly caused by any animals or pets brought into the Premises at any time. *See Pet Addendum for addition Breed Restrictions, Rules, and Regulations.

By initialing below, you acknowledge and agree to the terms in Section 3.

X
Shaneka Flournoy

4. Windsor Palms Lease Agreement

4.1 RESIDENTIAL LEASE AGREEMENT

9. **Use of the Premises:** Resident, any Occupant, and guests thereof, shall use the Premises only for residential purposes and agrees not to use the Premises for any unlawful or immoral practice, for any hazardous purpose, or in any manner that Landlord deems to be injurious to the reputation, safety or welfare of the Landlord, its employees or the Property. To the extent allowed by law or by Landlord, Resident may use the Premises as a home office, provided that Resident uses the Premises as a primary residence and the office does not create any additional pedestrian or vehicular traffic or otherwise disturb the rights or comfort of others.

Resident, any Occupant and guests thereof shall not: discharge, carry or in any way use any firearm or other weapon of any type anywhere on the Property; use a portable grill anywhere within 10 feet of the Premises or any other building or combustible material; or bring any fossil-fuel burning heating unit or generator into the Premises. **Resident also agrees that Resident, any Occupant and the guests of either shall not occupy or use the Premises in such a manner as to constitute a nuisance and shall not behave so as to disturb the rights or comfort of others anywhere on the Premises or the surrounding area.** Resident agrees that any violation of this paragraph by any Resident, Occupant or the guests of either, shall constitute a breach of this Lease by Resident, for which Landlord may exercise any and all remedies set forth in paragraph 24.

ONLY the Resident(s) listed above, and the following authorized Occupants, are permitted to reside in the Premises at any time:

<u>Name of Occupant</u>	<u>Relationship to Resident</u>	<u>Age</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

A person shall be deemed to reside in the Premises if they are an overnight guest for 10 or more days in any 30-day period, or by the totality of any other circumstances present. In all cases, Landlord/Agent reserve the right to control and prevent access to the Premises by any person(s) they consider to be undesirable, in its reasonable discretion. All such persons will be identified by Landlord/Agent as "banned" from the Premises by written notice to Tenant, and in the event any person(s) who has been "banned" is subsequently found entering, leaving or visiting the Premises at any time, Tenant shall be in breach of this Lease, for which Landlord may exercise any and all remedies set forth in paragraph 24.

10. Assignment and Subletting: Resident agrees that this Lease may not be assigned or sublet in any manner or to any extent whatsoever to any other person or entity without the prior written consent of the Landlord. Any person or entity who may wish to sublet the Premises must first submit to the application process and be approved by the Landlord. In the event consent to sublet the Premises is given by Landlord, Resident agrees to remain liable for the full performance of all of the terms and conditions of this Lease, regardless of any assignment or subletting. Furthermore, any such consent given on one occasion by Landlord shall not constitute consent for any future assignment or subletting by Resident. In the event of any sale or transfer of the Premises by Landlord, Landlord shall be permitted to assign or transfer this Lease to the new owner, and Landlord shall thereafter be released from all obligations and liability hereunder.

By initialing below, you acknowledge and agree to the terms in Section 4.


Shaneka Flournoy

5. Windsor Palms Lease Agreement

5.1 RESIDENTIAL LEASE AGREEMENT

11. Condition of Premises: By signing this Lease, Resident acknowledges that he/she has thoroughly examined the condition of the Premises, and by taking possession thereof acknowledges that he/she has received the same in clean condition and in good order and repair. Resident further agrees that all appliances, equipment and fixtures in the Premises are in good working order except as set forth in any move-in checklist provided to Landlord or Landlord's Agent. Any further discrepancies not reported to Landlord or Landlord's Agent in writing within 5 days of Resident's taking possession shall be considered as damages caused by Resident. Resident further acknowledges that no agreements have been expressed or implied, except those contained herein or endorsed hereon, with respect to any further additions, improvements or alterations to the Premises.

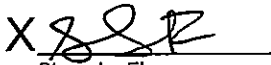
12. Maintenance and Repair of Premises: Provided that Resident remains in compliance with the obligation to pay monthly rent as set forth in Section 2, above, Landlord agrees to provide and maintain the Premises in a fit and habitable condition throughout the term of this Lease. Resident understands and agrees that in the event any maintenance or repairs are needed in the Premises, Resident shall be obligated to provide **WRITTEN NOTICE** to Landlord of any such repairs or maintenance needs, except in the event of an emergency, where Resident may provide notice by the quickest means available. Landlord shall be entitled to a reasonable period of time thereafter to conduct such maintenance or repairs. Resident also agrees that during the reasonable time for Landlord to perform the requested maintenance and repairs, Resident shall not be entitled to any abatement or offset of any rent due. Resident acknowledges that rent or other charges otherwise due may not be withheld by Resident under any circumstance, including but not limited to any alleged failure of Landlord to conduct maintenance or repairs within a reasonable time after notice from Resident.

RESIDENT specifically also agrees to do the following:

- Keep the Premises, including all appliances, equipment, facilities and fixtures, in a clean and sanitary condition at all times, and not to damage, deface, destroy or remove any part of the Premises or the common areas, or any items contained therein.
- Give Landlord **PROMPT WRITTEN** notice of the existence of any "imminently dangerous condition" on/in the Premises;
- Comply with all health and safety codes, laws and regulations that apply to Resident's occupancy of the Premises;
- Use all appliances, fixtures, plumbing, heating, ventilation, air conditioning and other equipment in the Premises in a safe manner and only for such purposes as the equipment is intended to be used.
- Keep all common areas, as well as all porches, decks, patios, stoops, sidewalks and yards clean and free from trash, debris and other personal objects, and to remove all trash and garbage in a safe and clean manner.
- Supply and replace all electric light bulbs and fuses that are needed during the period of Resident's tenancy in the Premises;
- Periodically throughout the tenancy, inspect all smoke and carbon monoxide detectors in the Premises to ensure their functionality, including testing and replacing all batteries for such detectors, and to do nothing to damage or disable such detectors. In the event any smoke or carbon monoxide detector is in need of repair or replacement, Resident agrees to notify Landlord in writing of such fact; and

Do nothing that would cause, permit, aid, or contribute to any type of insect infestation (including roaches, ants and bedbugs) in the Premises, and promptly notify Landlord in the event any such infestation is discovered by Resident. Resident shall report any pest problem within three (3) days of possession. Resident's failure to identify any pest infestation with said three (3) days shall constitute Resident's agreement that the Premises has no infestation of any kind. Furthermore, Resident must comply fully and completely with any treatment plan or protocol for the eradication of such infestation presented by Landlord or any pest control company hired by Landlord. **Resident understands and agrees that any failure by Resident to allow access to or treatment by Landlord's pest control company, or to comply with directions from said pest control company, shall constitute a breach of this Lease by Resident, for which Landlord may exercise any and all remedies set forth in paragraph 24.**

By initialing below, you acknowledge and agree to the terms in Section 5.


Shaneka Flournoy

6. Windsor Palms Lease Agreement

6.1 RESIDENTIAL LEASE AGREEMENT

Landlord further agrees to do the following:

- Make such repairs and do what is necessary to keep the Premises in a fit and habitable condition as specified in the Act;
- Perform any maintenance or repairs within a reasonable period of time after receiving written notice from Resident;
- To maintain all equipment and appliances provided with the Premises in a proper working order;
- To provide operable smoke and carbon monoxide detectors for the Premises and to repair or replace any such detectors when notified in writing by Resident of their malfunction; provided, however, Landlord is not responsible for changing batteries in such detectors;
- To provide regular pest extermination service to the Premises as necessary, except where the need for such services is created and/or exacerbated by Resident, in which event Resident shall be responsible for the cost of such additional services/treatments; and
- To maintain the common areas in a reasonably clean and safe condition.

13. Right of Entry:

Resident shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order

to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, Residents, workmen, or contractors.

Landlord or Landlord's agent may enter the dwelling unit without consent of the Resident:

- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- (b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
- (c) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Resident and that prior to entering the Landlord announces intent to enter to perform services.

Landlord shall not abuse the right of access or use it to harass the Resident. Except for subparagraphs (a), (b), and (c) above, Landlord shall give the Resident at least 24 hours' notice of intent to enter and may enter only at reasonable times.

Landlord has no other right of access except: pursuant to court order, as permitted by the Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Resident has abandoned or surrendered the premises.

Landlord shall also have the right during the last 60 days of the rental term to display "For Sale" or "For Rent" signs on the Premises. Resident understands that any failure by Resident to allow access to the Premises in accordance with this Section 13 shall constitute a breach of this Lease by Resident.

14. Damage and Alteration to Premises: (a) Resident agrees that any damage caused to the Premises during the period of Resident's occupancy that is the result of carelessness, negligence, neglect, misuse, or abuse by the Resident, any authorized occupants, or the guests of either, shall be the sole responsibility of the Resident. In such event, Resident agrees to pay for the cost of all repairs within 30 days after receipt of notice from Landlord of the amount of the repairs. Such costs shall be assessed in accordance with Landlord's invoice(s) therefor.

(b) Resident shall not paint or decorate the Premises or make any alteration, addition, or improvements in or to the Premises, including the installation of any satellite dish, antenna or aerial, without Landlord's prior written consent and then only in a workmanlike manner using material and contractors approved by Landlord. All such work shall be done at Resident's expense and at such time and in such manner as Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either Landlord or Resident, shall become the property of Landlord and shall remain upon and become part of the Premises at the end of the tenancy hereby created unless otherwise agreed to by Landlord.

By initialing below, you acknowledge and agree to the terms in Section 6.

X 
Shaneka Flournoy

7. Windsor Palms Lease Agreement

7.1 RESIDENTIAL LEASE AGREEMENT

(c) Resident agrees to indemnify and hold harmless Landlord from all legal proceedings, fines, penalties, liens and costs (including attorney's fees) relating to any non-compliance by Resident with these obligations or any laws, regulations or requirements relating to the tenancy and from any liability resulting from or arising out of

Resident's non-compliance or violation thereof.

15. Mold and Water Damage to Premises: In order to minimize the potential for unwanted mold growth in the Premises, Resident agrees to do the following: keep the Premises (particularly the kitchen, bathrooms, carpets and floors) clean via regular mopping, vacuuming and using a household cleaner to clean hard surfaces; to utilize the heating and cooling systems in the Premises to provide appropriate indoor air temperatures and climate control; to promptly remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces; and to give Landlord's Agent **IMMEDIATE NOTICE IN WRITING** of any problems with: any heating and/or air conditioning units in the Premises; any known or suspected water damage, water leaks or water accumulation anywhere in the Premises; any inoperable doors/windows in the Premises; and any areas of visible, sustained or recurring mold growth in the Premises, so they can be evaluated by Landlord's Agent and remedied if necessary.

In the event of any damages caused to the Premises or any of Resident's personal property arising from your failure to comply with the obligations set forth in this Section, Resident shall be solely responsible for such damages. Furthermore, in the event of any environmental concern (such as mold) involving the Premises, Landlord shall have the right to relocate Resident to another unit of equal or better type/nature and Resident shall be obligated to relocate to such unit upon demand of Landlord. Such relocation shall not terminate this Lease, but shall merely serve to amend this Lease to reflect the address of the new Premises instead of the original Premises, with all other terms and conditions to remain the same.

16. Fire or Other Casualty: In the event of any damage to the Premises as a result of fire, natural disaster, insect/bed bug infestation, radon gas contamination, or other casualty of whatever type or nature, Resident agrees to immediately notify Landlord, including the nature and cause of such damage or casualty.

If the Premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Premises is substantially impaired, the Resident may immediately vacate the Premises and notify Landlord in writing

within seven days thereafter of Resident's intention to terminate the Lease, in which case the Lease terminates as of the date of vacating; or if continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty, in which case the Resident's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Premises. If the Lease is terminated, Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. Notwithstanding the above to the contrary, Resident's rights under this Section 16 shall not be applicable in the event such damage or casualty is due to Resident's carelessness, negligence, neglect, misuse, or abuse, or by any authorized occupants or guests Resident. In no event shall Landlord be liable or responsible for any costs or expenses incurred by Resident as a result of any such fire, casualty or other loss that is caused by Resident.

17. Insurance and Indemnity: Resident agrees that they are solely responsible for the protection of their personal property against loss, theft or other damage resulting from fire, theft, water damage, insect infestation or other casualty. Resident agrees that Landlord and its employees and agents are not responsible for any damage to, loss, or destruction of any personal property of the Resident in, on or around the Premises, regardless of the cause.

Resident further acknowledges and agrees that, as a condition of this Lease, they are required to secure renter's insurance for themselves and their property to protect against such loss. Resident agrees to provide Landlord with evidence of such renter's insurance policy at or before the time they take possession of the Premises.

Resident also agrees to carry general liability insurance covering Resident's acts and the acts of Resident's family, occupants and guests while on the Premises or within the Apartment Community and covering Resident's property located in the Premises with liability coverage limits of not less than \$100,000.00 per occurrence and to indemnify Landlord from any damage or loss it may sustain because of any fire (or the extinguishing of such fire) originating in the Premises which damages Landlord's property. All insurance policies required to be carried hereunder shall be carried with insurance companies that have an A rating or better as rated by A.M. Best

and shall name Landlord as an additional insured and shall provide that such policies may not be terminated without thirty (30) days prior written notice to

By initialing below, you acknowledge and agree to the terms in Section 7.

X 
Shaneka Flournoy

8. Windsor Palms Lease Agreement

8.1 RESIDENTIAL LEASE AGREEMENT

Landlord. Resident shall provide a copy of the policies of insurance required to be maintained under this paragraph upon request.

Resident agrees to indemnify and hold harmless Landlord from and against all claims, suits, liabilities and other damages and costs (including attorney's fees and court costs) not covered and paid by any insurance policy required under this paragraph and arising out of any negligence or intentional acts or omissions, any breach of this Lease, or any failure to comply with any laws, regulations or other governmental requirements by the Resident, any authorized residents, or the guests of either and which result in any damage or injury to persons and property.

18. Security: Landlord and Landlord's agents make no warranties, guarantees or representations regarding the security of the Premises or any common areas. Any such warranties or representations, express or implied, are disclaimed. Resident understands and agrees that Resident and any authorized occupants and guests are solely responsible for the protection and safety of themselves, their property and the Premises from crime, fire and other casualty. Resident agrees to release and hold harmless Landlord and Landlord's Agent from all liability for the criminal or intentional acts of others and agrees that no representations have been made or implied regarding the safety of the Premises.

In the event that any security systems are present in the Premises, Resident agrees that they are provided as a convenience only and Resident should not rely upon them or otherwise lower their standards of caution and vigilance for ensuring their own safety. Landlord makes no representation that any security systems that may be present will prevent crime or injury to anyone, and Landlord reserves the right to modify or eliminate any such item with or without notice to Resident, and such action shall not constitute a violation of this Lease or otherwise entitle Resident to any damages.

19. Drug and Crime-Free Housing: Resident agrees that Resident, as well as every Occupant, member of Resident's household, their guests and any other person otherwise under Resident's control shall not engage in nor facilitate criminal activity in, on or near the Premises, including, but not limited to, violent criminal activity or drug-related criminal activity. Neither Resident, nor any Occupant or member of Resident's household shall permit the Premises to be used for, or to facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity, which shall expressly include the possession or use of any controlled substance and/or any drug paraphernalia anywhere in the Premises.

Resident acknowledges and agrees that they shall not, at any time, allow a registered sex offender to reside in, visit, or otherwise use the Premises for any purpose at any time, and that Landlord has the right to review, at any time, the South Carolina sex offender registry to determine if a registered sex offender is present or has visited the Premises. Resident also agrees not to invite or allow any person to return to the Apartment Community or Premises once that person has been removed or barred from the Premises or the Community by the Landlord or by any Court, and to notify the Landlord and law enforcement authorities immediately upon learning that any such person re-enters or attempts to re-enter the Community or the Premises.

Any violation of this section shall constitute a substantial breach of this Lease and a material noncompliance therewith, for which Landlord may exercise the rights set forth in paragraph 24. Nevertheless, Landlord shall be entitled to continue to collect rent from the Resident following any breach of this provision without such acceptance constituting a waiver of the breach. Proof of violation of this section shall be by a preponderance of the evidence, unless otherwise provided by law. In the event of a conviction for criminal activity that violates this paragraph, evidence of such conviction shall constitute conclusive proof that such criminal activity occurred. The fact that a criminal prosecution for such actions has not been commenced or concluded, however, shall NOT preclude the Landlord from exercising any remedies available under paragraph 24.

20. Automobiles and Parking: Landlord reserves the right to control parking of vehicles on the property around the Premises in any manner it deems necessary in its sole discretion. Two vehicles per unit is the limit set forth by the landlord, unless special circumstances exist and vehicles are added to lease with approval of the Landlord. Cars and light-duty trucks ONLY are permitted to park on the property. All other vehicles, including motorcycles, boats, trailers, RV's and other vehicles greater than 2 axles may not be parked on the property. No storage units or pods of any kind are allowed without the written consent of the Landlord.

By initialing below, you acknowledge and agree to the terms in Section 8.


Shaneka Flournoy

9. Windsor Palms Lease Agreement

9.1 RESIDENTIAL LEASE AGREEMENT

No vehicle repairs, except for minor adjustments, are permitted in the parking areas and car washing is prohibited at all times except in any areas that may be designated by Landlord for such activity. Draining of fluids from vehicles is **strictly prohibited** at all times. ALL VEHICLES WHICH ARE PARKED ON OR AROUND THE PREMISES MUST BE KEPT IN PROPER OPERATING CONDITION AND MUST BE PARKED SO AS NOT TO BE AN OBSTRUCTION, HAZARD OR NUISANCE OF ANY KIND AND MUST BE KEPT PROPERLY LICENSED, REGISTERED AND PERMITTED AT ALL TIMES.

Resident agrees that Landlord may tow or have towed, at the vehicle owner's expense, any vehicle not complying with any requirement of this paragraph without notice or demand to Resident or the vehicle owner, and Resident agrees to hold Landlord harmless from any liability or costs arising from the towing of any such vehicle.

21. Common Areas and Property Rules and Regulations: Resident acknowledges and agrees that certain common areas and amenities (such as parking areas, playgrounds, and other recreational facilities) may be provided for use of Residents and their guests, depending upon the location of the Premises. Resident understands and agrees that any use of such common areas and amenities that may be provided shall be governed by any Rules and Regulations created by Landlord now existing or which may be established, altered or changed by Landlord at any time. Resident also acknowledges and agrees that any common area or amenity may be closed, restricted or eliminated at any time without notice to Resident, and that Resident may have their privileges to use any or all of such amenities revoked at any time.

Resident agrees that any such Rules and Regulations are part of this Lease and are incorporated herein, such that any violation of the Rules constitutes a breach of this Lease. Furthermore, Resident agrees that in consideration of the use of any such common areas or amenities, Resident and any authorized residents and their guests shall assume all risks associated with the use thereof and shall hold Landlord and its employees and agents harmless for any injury arising out of the use thereof. Resident also agrees that in the event of any non-compliance with such Rules and Regulations by them, their occupants or the guests of either, they may have their privileges to

use such amenities revoked by Landlord.

22. Possession: Landlord shall exercise best efforts to give Resident possession of the Premises at the commencement of the rental period, but Landlord shall not be liable to Resident or any other person for any failure to do so for any reason not within Landlord's control. Furthermore, no such failure to deliver possession shall affect the validity of this Lease or Resident's obligation to pay rent; provided, such obligation to pay rent shall not commence until occupancy is made available and possession is given to Resident.

23. Rental Application: Resident acknowledges that Landlord has received a rental application completed by Resident, and that Landlord has relied upon the facts, information and representations provided by Resident in such application in reaching its decision to enter into this Lease with Resident. Resident represents that all such facts, information and representations in the application are true and accurate, and agrees that in the event any such facts, information and representations are determined to be false, Landlord shall have the right to declare Resident in breach of this Lease and to exercise any rights and remedies set forth in paragraph 24 as a result of said breach.

24. Default: In the event the Resident (or either of them if more than one person is listed as of Resident, above) shall (a) fail to pay the rentals when the same shall become due hereunder; (b) make any misstatement in the Rental Application; (c) be subjected to any bankruptcy or insolvency proceedings, voluntary or involuntary; or (d) fail to comply with any of the terms and conditions of this Lease or fails to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a default under this Lease.

If there is a noncompliance by Resident with the Lease other than nonpayment of rent or a noncompliance with Section 12 above, Landlord may deliver a written notice to Resident specifying the acts and omissions constituting the breach and that the Lease will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The Lease shall terminate as provided in the notice except that: (i) if the breach is remediable by repairs or otherwise

By initialing below, you acknowledge and agree to the terms in Section 9.


Shaneka Flournoy

10. Windsor Palms Lease Agreement

10.1 RESIDENTIAL LEASE AGREEMENT

and Resident adequately remedies the breach before the date specified in the notice, or (ii) if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the Lease shall not terminate by reason of the breach.

If rent is unpaid when due and Resident fails to pay rent within 5 days from the date due, then Landlord may terminate this Lease provided Landlord has given the Resident written notice of nonpayment and Landlord's intention to terminate the Lease. If the rent is not paid within that period, said notice is contained herein Section 2.

Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Resident with this Lease or Section 12 above. If the Resident's noncompliance is willful other than nonpayment of rent, then Landlord may recover reasonable attorney's fees. If the Resident's nonpayment of rent is not in good faith, then Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Resident with Section 12 above, materially affecting health and safety that can

be remedied by repair, replacement of a damaged item, or cleaning and the Resident fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident remedy it within that period of time, then Landlord may enter the Premises and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Act.

If there is noncompliance by the Resident with Section 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Resident fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Resident remedy within that period of time, then Landlord may terminate this Lease. If this Lease is terminated, then Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the Lease and reasonable attorney's fees. Any claim not satisfied by Resident may be turned in to the credit bureau or collection agency. If this Lease is terminated, then Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.

25. Resident's Duties Upon Termination, Abandonment or Surrender: In the event this Lease or the Resident's possession of the Premises is terminated, whether voluntarily by surrender or abandonment or involuntarily by termination by Landlord or the Court, Resident agrees to do the following in addition to any other duties or obligations:

- Pay all bills for utility services to the Premises incurred during Resident's occupancy of the Premises;
- Vacate the Premises immediately and remove all items of personal property. In the event any items are not removed from the Premises, Resident authorizes landlord to remove or dispose of all such items;
- Properly and thoroughly clean the Premises, including all appliances, fixtures and equipment, and remove all trash and garbage therefrom;
- Make any repairs or take any other actions needed to return the Premises to the condition they were in at the beginning of the Lease term (such as painting, carpet cleaning or other similar tasks), ordinary wear and tear excepted;
- Close, fasten and lock all windows and doors, and return all keys to Landlord; and
- Provide Landlord with a forwarding address.

26. EARLY TERMINATION OF LEASE BY RESIDENT: In the event Resident terminates this Lease prior to the ending date of the term set forth in paragraph 1, above, Resident shall be in breach of this Lease, for which Landlord may exercise the rights set forth in paragraph 24. Resident will remain obligated for all monthly rental payments set forth in paragraph 2, above, until either the Lease term expires, or the Landlord is able to re-rent the Premises to new tenants for the same monthly rent, in addition to any other damages provided for in this Lease or by law.

If Resident chooses to terminate this Lease without further liability to Landlord for monthly rental payments, however, Landlord will agree to accept such early termination, only upon the condition that Resident first satisfies the following requirements:

- Provides Landlord with written notice at least 30 days in advance;

By initialing below, you acknowledge and agree to the terms in Section 10.


Shanika Flournoy

11. Windsor Palms Lease Agreement

11.1 RESIDENTIAL LEASE AGREEMENT

- Pays all rent and charges that are due and owing under this Lease through the proposed date of early termination and repays all concessions received;
- Satisfies all conditions set forth in paragraph 25, above;
- Pays an additional amount equal to **2 month's rent**.

27. PERSONAL INFORMATION DISCLOSURE: Resident understands and agrees that in connection with Resident's application for and occupancy of the Premises, Landlord will acquire and retain certain personal information about the Resident and any Occupants in the normal course of business from sources such as the Rental Application, credit reports, and rental references. Resident hereby agrees to and authorizes the Landlord to provide, reveal and disclose any of such information to any third persons or entities who are engaged in any business transactions with Resident and who have Resident's prior authorization to ask for such information, or at the request of any law enforcement or other governmental officer or agency. Resident's consent is hereby evidenced by their signature(s):

28. Liability of Agent: Resident understands and agrees that Landlord may employ one or more agents to perform and exercise any or all of its rights, duties and obligations hereunder. Resident agrees that any such agents may perform any obligations of Landlord or exercise any right of Landlord imposed or given herein or by law, and such performance shall be as valid and binding as if authorized by Landlord.

29. Waiver: A Resident is considered to have waived violation of a Landlord's duty to maintain the Premises as set forth by this Lease or violation of the Landlord's duties under the Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

30. Entire Agreement, Governing Law and Severability: This Lease, together with any Addenda, Rules and Regulations and other documents referenced herein, constitutes the entire agreement of the parties, and there are no terms, conditions, representations, warranties, or agreements except those specifically contained therein. No subsequent modification, amendment or alteration to this Lease (other than any change to the Rules and Regulations) shall be binding unless it is in writing and signed by all of the parties hereto. The parties hereto agree that this contract is to be construed and interpreted in accordance with the laws and public policies of the state of South Carolina. In the event any provision contained herein is deemed to be unenforceable, void or invalid by any Court having jurisdiction, such provision shall be severed and stricken from the Lease, with all other provisions hereof to remain in full force and effect.

31. Subordination and Eminent Domain:

Resident's rights are subject to any bona fide mortgage which now covers said Premises and which may hereafter be placed on said Premises by Landlord. Resident shall upon request by Landlord execute a subordination of its rights under this Lease to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Lease, its due execution, the rental provisions hereof,

or the terms of amendments hereto, if any, and any other information reasonably requested.

32. Notices: Any notice required or authorized to be given herein or pursuant to applicable law shall be deemed to have been given to the Resident upon the deposit of any such notice for mailing via First Class Mail, or upon the hand delivery of the notice to the Premises. Notices to the Landlord shall be given by hand delivery to the address where rent shall be delivered, or upon receipt by Landlord of any mailing of such notice by First Class Mail.

By initialing below, you acknowledge and agree to the terms in Section 11.

X 
Shaneka Flournoy

12. Windsor Palms Lease Agreement

12.1 RESIDENTIAL LEASE AGREEMENT

33. TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE RESIDENT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. RESIDENT AGREES TO AND UNDERSTANDS THAT THE RESIDENT HAS BEEN INFORMED OF RESIDENT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

34. ADDITIONAL PROVISIONS: The following attachments, addenda, and other provisions and agreements are also incorporated into and hereby made part of this Lease:

Resident agrees that the Monthly Rent due each month shall include the amount listed as Rent in paragraph 2, above, as well as:

\$975.00

WATER INCOME	\$45.00
Cable Internet	\$40.00
Trash Recapture	\$5.00
Pest Control	\$3.00
Rent Income	\$975.00
Total:	\$1,068.00

which is due and payable as set forth in paragraph 2.

35. STIPULATIONS: Cable/Internet Services will be included until contract termination on November 15, 2022 with Single Digits Airwaves.

By initialing below, you acknowledge and agree to the terms in Section 12.

X _____
Shaneka Flournoy

13. Windsor Palms Lease Agreement

13.1 RESIDENTIAL LEASE AGREEMENT

In Testimony Whereof, the parties agree that they have been given the opportunity to review this Lease, and acknowledge that they have read and agreed to all of the provisions set forth herein, and that they have set their hands and seals to this Lease, a copy of which is retained by each party, upon the day and year first above written.

Resident(s):

Landlord:

1.) Name Shaneka Flournoy Crestmont Capital Spartanburg, LLC
(Print) d/b/a Windsor Palms Apartment Homes

Shaneka Flournoy
(Signature)

By: _____

(Authorized Representative Print)

12-31-2021
(Date)

(Authorized Representative Signature)

2.) Name: _____
(Print)

(Signature)

(Date)

(Date)

3.) Name: _____
(Print)

(Signature)

(Date)

4.) Name: _____

(Print)

(Signature)

(Date)

By initialing below, you acknowledge and agree to the terms in Section 13.

X _____
Shaneka Flournoy

14. Windsor Palms Lease Agreement

14.1 RESIDENTIAL LEASE AGREEMENT

Residents

5.) Name Shaneka Flournoy
(Print)

Shaneka Flournoy
(Signature)

12-31-2021
(Date)

Landlord

Crestmont Capital Spartanburg, LLC
d/b/a Windsor Palms Apartment Homes

By: Aida Santos
(Authorized Representative Print)

Aida Santos
(Authorized Representative Signature)

6.) Name: _____

(Print)

(Signature)

(Date)

(Date)

7.) Name: _____

(Print)

(Signature)

(Date)

8.) Name: _____

(Print)

(Signature)

(Date)

By initialing below, you acknowledge and agree to the terms in Section 14.

X 
Shaneka Flournoy

Crestmont Capital LLC

4839 SW 148th Avenue #223 • Davie, FL 33330
(704) 865-7032

15. Sign and Accept

15.1 WINDSOR PALMS LEASE AGREEMENT

I have the necessary power and authority to enter into the foregoing Agreement (including without limitation any Addenda thereto), and have reviewed and agree to the terms set forth therein.

X Shaneka Flournoy
Sign Here

X Shaneka Flournoy
Lessee Shaneka Flournoy
12-31-2021
Date Signed

X P. dg Vauth
Lessor
12-31-2021
Date Signed



Windsor Palms APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

TO: Shaneha Flournoy
RESIDENTIAL RENTAL AGREEMENT

PERSONAL PROPERTY AND LIABILITY INSURANCE

Events may occur in your apartment or on the premises, which may affect your personal property. Personal property includes furniture, clothing, food, automobiles and other personal items such as jewelry, linens, etc. The Owner and Management are NOT RESPONSIBLE to insure your personal property against damage or theft. The following are some examples of events for which you should procure insurance to protect your belongings:

- Water damage from a burst water pipe or flooding caused from heavy rains;
- Damage from breaking glass
- Damage from a fire or smoke related incident;
- Theft

Windsor Palms Apartments Ownership and Management highly recommends that you obtain insurance for your personal property.

I understand that all my personal property should be insured by me against damage or theft.

[Signature]
Management

10-31-21
Date

Shaneha Flournoy
Resident

12-31-2021
Date

Resident

Date



Windsor Palms APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

TO: Shaneha Flourney
RESIDENTIAL RENTAL AGREEMENT

COMMUNITY RULES AND REGULATIONS

This exhibit is made part of the lease agreement and any violation of these policies may result in termination of the lease.

RENT: Rent is due on or before the 1st day of the month. After the 5th there will be a **\$50.00** late fee and after the 12th eviction proceedings will begin and there will be an additional **\$100.00** court fee charged. Our rental payment policy is provided for your convenience. Payments must be in the form of money order or cashier's check only. For your convenience, there is a night drop box located on the front door of the office for after hour rental payment.

SIGNS: Resident shall not display any signs, exterior lights, markings or artwork on the exterior of the apartment or on apartment windows. No awnings or other projections shall be attached to the outside of the building of which the apartment is a part.

WINDOWS AND WINDOW COVERINGS: Resident shall not hang or install window coverings such as blinds, shades or drapes, other than those provided by Management. Resident shall not place on the window seal any personal items or hang clothes, bedspreads, sheets, etc. which may be viewed from the ground outside the building or may detract from the uniform appearance of the apartment.

DECORATING: Any decorating or physical changes to the apartments are subject to prior written approval from Management. **WALLPAPER OF ANY KIND IS STRICTLY PROHIBITED FROM BEING INSTALLED ON THE PREMISES. CHANGING THE PAINT COLOR OF ANY APARTMENT UNIT IS STRICTLY PROHIBITED. EVERY THREE MONTHS UNITS WILL BE INSPECTED WHILE AC FILTERS ARE CHANGED AND SMOKE DETECTOR BATTERIES ARE CHECKED. ANY RESIDENT FOUND TO HAVE INSTALLED WALLPAPER OR WHO HAVE CHANGED THE PAINT COLOR OF THE UNIT WILL BE CHARGED A MINIMUM OF \$200 FOR WALLPAPER VIOLATIONS TO HAVE THE WALLPAPER REMOVED, THE WALLS REPLASTERED, AND PAINTED. A FINE UP TO \$350 (1BR) \$450 (2BR) \$550 (4BR) WILL BE ASSESSED FOR PAINT COLOR VIOLATIONS (\$150 Additional for Primer).** Any changes and alterations to the unit that are approved by Management will be at the Resident's sole cost. Resident will also be responsible for all cost to return the apartment to its original condition. Cost for renovation will be included in the last month's rent. Initial: SSP

ENTRANCES, WALKS AND LAWNS: All entrances, entrance-porches, entrance-landings, steps, walks and lawn areas around the building of the apartment shall not be obstructed or used for any purpose other than ingress or egress of residents and their guests.

BALCONIES, PORCHES, PATIOS: Porches, patios, and balconies shall be kept clean and neat at all times. No bicycles, towels, rugs, clothing articles, laundry, appliances or other personal items can be hung, draped or stored on the railings or in these areas AT ANY TIME.

GRILLS: USE OF CHARCOAL OR GAS BARBECUE GRILLS IS STRICTLY PROHIBITED ON BALCONIES, PORCHES, OR PATIOS. GRILLING MAY BE DONE ON THE COMMON GROUNDS PROVIDED SUCH



GRILLING TAKES PLACE AT LEAST 50 FEET FROM ANY BUILDING ON THIS PROPERTY AND 50 FEET AWAY FROM ANY RECREATIONAL FACILITY ON PROPERTY INCLUDING THE POOL, PLAYGROUNDS, SOCCER COURT, VOLLEYBALL COURT, ETC. NO CHARCOAL, GAS BARBECUE OR ANY GRILL OF ANY TYPE MAY BE STORED ON SECOND FLOOR BALCONIES AS THIS IS A VIOLATION OF LOCAL FIRE ORDINANCES, IS A LIFE SAFETY ISSUE FOR OUR RESIDENTS, AND IS STRICTLY PROHIBITED BY THE INSURANCE COMPANY FOR WINDSOR PALMS APARTMENT HOMES. THE SPARTANBURG FIRE DEPARTMENT WILL ISSUE CITATIONS TO THOSE WHO VIOLATE THIS ORDINANCE AND REPEAT VIOLATORS WILL BE EVICTED.

Initial: SSP

ANTENNAS OR SATELLITE DISHES: Resident shall not place or erect any radio antennas or satellite dishes on the exterior of the buildings.

STORAGE OF HAZARDOUS MATERIALS: No goods or materials of any kind or description which are highly combustible OR are considered to be a hazard to the public health shall be taken or stored in the apartment or on the Property. Kerosene heaters are not allowed in apartments-no exceptions.

WATERBEDS: Waterbeds are permitted with proof of insurance only. Resident hereby assumes all liability for violation of this policy.

PARKING: Resident agrees to abide by all parking regulations published and updated from time to time by Management. Two vehicles per unit is the limit set forth by the landlord, unless special circumstances exist and vehicles are added to lease with approval of the Landlord. Parking is on a first come, first serve basis. Park only between yellow lines is permitted. Vehicles not parked between yellow lines or in fire lanes will be towed without notice to resident at resident's expense. Cars and light-duty trucks ONLY are permitted to park on the property. All other vehicles, including motorcycles, boats, trailers, RV's and other vehicles greater than 2 axles may not be parked on the property. No storage units or pods of any kind are allowed without the written consent of the Landlord. Any non-operable, abandoned or unauthorized vehicle belonging to Resident or Resident's guest may be removed by Management at resident's expense. ALL VEHICLES MUST BE REGISTERED WITH THE OFFICE.

SPEED LIMIT: The maximum speed limit on the property is 15 miles per hour. Please observe this rule.

TRASH, RECEPTACLES AND REMOVAL: Residents shall dispose of trash in the appropriate dumpsters located throughout the property. Do not place unbroken-down cardboard boxes, wood, appliances, furniture or hazardous materials inside the trash receptacles. It is very important that Residents not place trash outside on the patio, porch or balcony so as to prevent unnecessary pest control problems, to keep a good overall appearance and to avoid it being scattered by unleashed pets or wild animals. Bulk items such as furniture, mattresses, and other non-hazardous material may be disposed of in the designated bulk items area located on property. These items are disposed of by Republic Waste Service once a week.

CHILDREN: Children are not allowed to play in parking lots, pool area or on other Resident's stairs, patios or balconies. All bicycles or other outdoor toys must be removed from the outside upon completion of playtime. Toys left outside would be dangerous if left in the pathway of vehicles or pedestrians. Parents are responsible for any damage caused by their child, including damage to the trees, shrubbery and other landscaping. Children under 18 years of age are to be supervised at all times. Considering the safety of our Younger Residents, we will report all Residents under the age of 18 years who are outside during the evening and early morning hours without adult supervision to the Resident responsible and/or the police, if necessary. We ask for your cooperation in this matter.

PETS: No pets, birds, or animals of any kind shall be permitted in the Apartment or on the premises without the prior written consent of Management. All pet owners must sign a Pet Agreement and pay a \$300 non-refundable pet fee for each pet, in addition to pet rent of \$25 per pet per month (maximum of 2 pets). Pet owners must use designated areas for walking pets or walk off property. All dogs must be on a leash at all times while on the property, and all cats must have an identification collar. Any animal running free is subject to be picked up by Animal Control. Pets are not allowed in the pool area and cannot be kept on the stairs, porches, patios or balconies. All pet owners will be



responsible for replacement of any damaged carpet and pad, costs of which can exceed \$1000. If an owner does not dispose of pet waste, a \$50 fee per incident will be charged. Please see "Pet Addendum" for Breed Restrictions, Rules and Regulations.

CONDUCT: When Management receives the first noise or "uncivil" complaint, Resident will be notified verbally and the conversation will be confirmed by written notification. Upon Management's receipt of a second complaint, Resident will receive a written notification "Warning." Upon Management's receipt of a third complaint, Resident will receive a 30 day written notice to vacate.

LOCKS/LOCKOUTS: Resident is prohibited from adding locks to, changing or in any way altering locks on the doors of the apartment without prior written permission of Management. If Resident locks him/herself out of the apartment and it is after 5pm, he/she must call a locksmith to gain entrance to the apartment. Lockouts ARE NOT CONSIDERED EMERGENCIES.

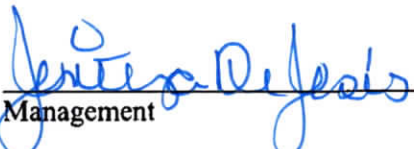
RESIDENT'S GUESTS: Resident shall be liable for all acts of and damages by Resident's guests. When entertaining, guests are restricted to the interior of resident's apartment. Food, alcoholic beverages, or other drinks are not allowed on balconies or other common areas (including parking areas).

POOL RULES: THERE WILL BE NO LIFEGUARD ON DUTY; RESIDENT AND RESIDENT'S GUESTS SWIM AT THEIR OWN RISK AND ARE SOLELY RESPONSIBLE FOR ANY ACCIDENT OR INJURY CONNECTED WITH SUCH USE. Use of the pool is limited to resident and guests ONLY! Residents will be allowed two guests per apartment at any time and must remain with their guests at all times. Everyone at the pool area must be wearing a pool tag or they will be asked to leave the pool area. All children 18 years and under must be accompanied by a parent or guardian at all times. No glass, food, pets, horseplay, running, or wearing of "cutoffs" are allowed inside the pool area. Soft drinks must be in cans or plastic containers. Beer cans are not permitted unless inside another container such that the can is not visible. Smokers using the pool area must bring and remove their own ashtray each time the pool is used. No abusive or profane language or breach of the peace (loud music, etc) will be tolerated; radios may be used with headphones only. Observe posted Health Department rules and Diving of any kind is strictly prohibited.

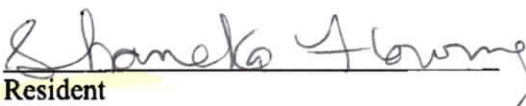
Pool hours are 10:00 AM to 7:00 PM and the pool will be closed through the Fall and Winter months. Any resident or guest of any resident, refusing to leave the pool area when so requested by staff or courtesy personnel/officers, regardless of the time of day, will result in withdrawal of pool privileges for the apartment concerned. Management is not responsible for personal items left at the pool. Management is also not responsible for any injuries and reserves the right to restrict residents and their guest's use of the pool for any of the above rules and regulations.

EMERGENCY CALLS: After Management's office is closed, call the main office number (864) 503-9415 for emergency maintenance calls (i.e. no air conditioning in temperatures of 85 degrees or higher, no heat in temperatures of 50 degrees or lower, flood, etc. including anything that may cause harm to one's health). The answering service will contact the maintenance person on call. Report any general maintenance requests during office hours to the management office staff. Please note: Maintenance personnel cannot enter your apartment without a written maintenance request form, except for emergencies.

If Resident has a complaint or urgent need, call the main number (864) 503-9415 and the answering service will contact the management representative on call to assist.


Management

12-31-2021
Date


Resident

12-31-2021
Date





Windsor Palms

APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

TO:

Shaneika Flournoy

RESIDENTIAL RENTAL AGREEMENT MOLD AND MILDEW

The Mold and Mildew Exhibit ("Exhibit D") dated 12-31-2021 is attached to and made a part of the lease dated 1-1-2021 (the "Lease") by and between Windsor Palms Apartments Management as agent for owner of the apartments ("Lessor"), and Shaneika Flournoy ("Resident") for unit number A-09 (the "Unit") in Windsor Palms Apartments (the "Apartments").

Resident acknowledges that it is necessary for Residents to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit.

Resident also agrees to immediately report to the management office in writing:

- Any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area;
- Any evidence of mold, or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
- Any failure or malfunction in the heating, ventilation, or air conditioning system in the Unit, and
- Any inoperable doors or windows.

Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Exhibit.

A default under the terms of this Exhibit shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event that any conflict between the terms of this Exhibit and the terms of the Lease, the terms of this Exhibit shall control. Any term that is capitalized but not defined in this Exhibit that is capitalized and defined in the Lease shall have the same meaning for purposes of this Exhibit as it has for purposes of the Lease.

[Signature]
Management

12-31-2021
Date

Shaneika Flournoy
Resident

12-31-2021
Date





Windsor Palms APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

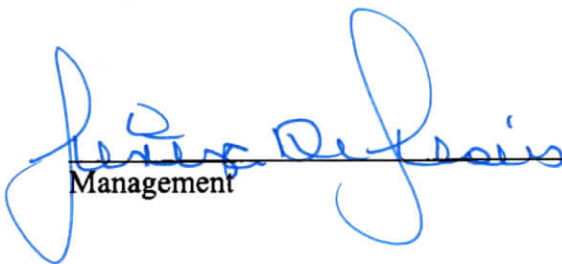
TO: Shanika Flournoy
RESIDENTIAL RENTAL AGREEMENT

BATTERY-OPERATED SMOKE ALARMS

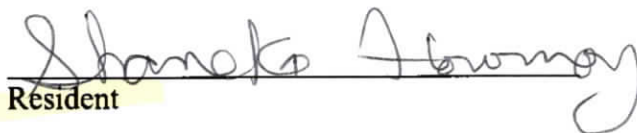
As a resident of apartment unit, A-09 I hereby acknowledge the following:

- Management has informed me that the smoke alarms in this unit are battery-operated.
- Management has informed me that it is my responsibility to test and replace batteries during my occupancy.
- Management has informed me that I am to notify the office in writing should any smoke or carbon monoxide detector not be in working condition.

I agree that Management may periodically enter my apartment to inspect and test the smoke alarm. By executing the signature block provided below I certify that I have read and understand the above:


Management

12-31-2021
Date


Resident

12-31-2021
Date

Resident

Date





Windsor Palms APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

To: Shaneka Flournoy

RESIDENTIAL RENTAL AGREEMENT

KEY AND LOCK AGREEMENT

Resident hereby acknowledges that he/she received on this date, 12-31-2021 the following keys:

Number of Keys:

1.) Apartment Keys:

2

2.) Mailbox Keys:

1

It is understood by Resident that Management has in its possession individual keys to the deadbolt lock on the front door and that this key will be used by Management to gain entrance to resident's apartment when Management deems necessary and/or when directed by Resident. Resident agrees to abide by the Community Rules and Regulations "Locks" and to not install any additional locks without Management's prior written consent.

[Signature]
Management

12-31-2021
Date

[Signature]
Resident

12-31-2021
Date





Windsor Palms

APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303

PHONE: 864-503-9415 - 864-503-9416

WWW.WINDSORPALMSAPT.COM

CURFEW AND SAFETY PROTOCOLS

To maintain Windsor Palms Apartments of having one of the lowest crime rates in Spartanburg SC, residents are required to adhere to two strict policies:

- 1.) **CURFEW:** Windsor Palms Apartments enforces a mandatory 10:00 pm curfew for all of its residents. After 10:00 pm all guests must be entertained within the confines of your own unit. This is to prohibit groups of people from congregating at night in the parking lot/common grounds and to prohibit trespassers. The Spartanburg Police Department will be enforcing this curfew and will be issuing citations to violators. Trespassers will be immediately arrested or escorted off the premises. Any resident found to be in violation of curfew will be fined for each incident.

I agree to the above Curfew and Safety Protocols required of residents of Windsor Palms Apartments

Name in Print: Shaneka Flournoy

Signature: Shaneka Flournoy

Name in Print: _____

Signature: _____





Windsor Palms APARTMENT HOMES

1000 PINEGATE DRIVE, SPARTANBURG, SC 29303
PHONE: 864-503-9415 - 864-503-9416
WWW.WINDSORPALMSAPT.COM

PET ADDENDUM TO APARTMENT RENTAL AGREEMENT

() I have no pet at this time. * If I acquire a pet while I am a resident of the apartment community listed above, I agree to notify the management office, pay all associated pet fees and pet rent, complete a new Pet Addendum, and adhere to all Pet Policies.

☒ I do have a pet(s) at this time. My pet's information is listed below. * If I acquire another pet or a different pet while I am a resident of the apartment community listed above, I agree to notify the management office, pay all associated pet fees and pet rent, complete a new Pet Addendum, and adhere to all Pet Policies. **If pet is removed from community, Management must be notified in writing that they no longer have the pet. Breed restriction includes: German Shepherds, Dobermans Pinchers, Pit Bull Terriers, Cane Corsos, Rotweillers, Staffordshire Terriers, Akita, Mastiffs, and Great Danes. All breeds cannot exceed 30 pounds at full maturity.**

Pet 1 is a _____ (Dog/Cat)

Pet 2 is a _____ (Dog/Cat)

Breed: _____ Age: _____

Breed: _____ Age: _____

Weight: _____ Color: _____

Weight: _____ Color: _____

1. All pets must wear an identification tag.
2. All pets must be licensed and inoculated in accordance with the local law.
3. Pets outdoors must be on a leash at all times. Pet owner must walk pet in designated pet areas only and must dispose of waste. If owner does not dispose of waste a \$50 fee per incident will be charged. The clubhouse, swimming pool areas, soccer courts, fitness room, and playground area are off limits to pets at all times.
4. Pets may not be tied up on patios, balconies or any other areas outside of the buildings.
5. Pets may not disturb other residents or damage or destroy our property. Pet owner agrees to be financially responsible for repairing or replacing any damage caused by pet. The cost of carpet and/or vinyl replacement will be charged to pet owner. If a pet is disturbing other residents or pets or if pet damages property, pet owner will permanently remove pet from apartment community within ten (5) days upon request of the management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pets may not exceed 30 pounds in weight at full maturity. Consult manager for other breed restrictions.
7. Only 2 pets (either cat or dog) will be allowed per apartment. Cats must be de-clawed and, if male, neutered.
8. Periodic apartment inspections will be made to determine the condition of your apartment, with regards to Resident's pet.
9. In the event that pet moves from the apartment community or becomes deceased, pet owner may not replace pet without consent from the management.
10. This agreement pertains only to the pet(s) listed on this Pet Agreement, as approved by the management. The only pets allowed in resident's unit must be listed on your lease and approved by management.
11. This agreement is valid only during current lease term and can be discontinued at the end of said lease if deemed necessary or desirable by the management.
12. You agree and understand that a \$300 non-refundable pet fee is incurred for 1 pet and \$400 for 2 pets. This fee does not cover damages, will not be applied toward any damages, and is non-refundable.
13. Monthly Pet Rent in the amount of \$25 per pet shall be assessed. Pet Rent may be adjusted at the beginning of every lease term.

Signature: Shanika Howard
Signature: _____
Signature: _____
Signature: _____
Date: _____

By: Crestmont Capital Spartanburg, LLC
Name: [Signature]
Title: Agent for Owner
Date: 12-31-2021





WINDSOR PALMS

APARTMENT HOMES

1000 Pinegate Drive, Spartanburg, SC 29303

Phone (864) 503-9415 • Fax (864) 503-9416

Email windsorpalms@artisticapart.com

BED BUG ADDENDUM

This Bed Bug Addendum to the Apartment Lease dated 1-1-2021 by and between Landlord and Resident, is incorporated and made an integral part of the Lease.

Landlord:

Crestmont Capital Spartanburg, LLC
Windsor Palms Apartment Homes

Resident(s):



1000 Pinegate Drive
Spartanburg, SC 29303
(864) 503-9415
(864) 503-9416
www.windsorpalmsapt.com

A-09

Property Name:

Apartment Address:

If there are any conflicting provisions between this Addendum, the Lease Agreement or any other agreement between the parties, this Addendum shall control.

CERTIFICATIONS:

JOL (Landlord Initials). Landlord has inspected the unit specified above and to the best of the Landlord's knowledge the unit is free of bed bugs at the signing of this addendum.

128 (Resident(s) Initials). Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bed bugs. Further, resident(s) hereby represents and avows to landlord that resident(s) do not currently have, and has not had within the previous six (6) months, a bed bug infestation.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. **Inspection.** Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. **Duty to Report.** Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection and treatment as necessary.
3. **Mandatory Cooperation.** Resident shall cooperate with the pest control efforts. If your unit or neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem. Landlord agrees to take all reasonable steps necessary to control or destroy the bed bugs. This in no way relieves the Tenant of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Tenant's act, omission or negligence.
4. **Bed Bug Treatment.** In the event of a bed bug issue, Resident agrees to comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - a. Placing all food in properly sealed containers, cleaning the apartment home and all food preparation areas on a daily basis.
 - b. Placing all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
 - c. Washing all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the bed bug issue.
 - d. Removing or destroying infected mattresses in sealed plastic and discarding away from the common trash disposal area. Disposing of other personal property infested by bed bugs and their eggs, if deemed necessary by a pest control exterminator.
 - e. Emptying dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items.



- f. Vacuuming all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
- g. Moving furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.
- h. Following any further directions from the pest control exterminator.
5. **Indemnification.** Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorney's fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
6. **Property Insurance.** It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bed bugs. Resident agrees to obtain personal property insurance to cover such losses.
7. **Default.** Any Default of this Addendum or of the Lease by Resident shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the premises for material non-compliance. The following will be considered material noncompliance of the Lease and Addendum:
- a. Any misrepresentation by the Resident in this Addendum.
 - b. Refusal to execute the Bed Bug Treatment Agreement.
 - c. Failure to promptly notify the Landlord of the presence of bed bugs.
 - d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional
 - e. Refusal to allow the Landlord to inspect the premises.
 - f. Failure of the Resident to have personal property insurance to cover damage or losses to furniture.
 - g. Any action that prevents treatment of the Unit or potentially increases the bed bug issue.

RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.

RESIDENT:

Signature: Shaneta Howard

Signature: _____

Signature: _____

Signature: _____

Date: 12-31-2021

LANDLORD:

Crestmont Capital Spartanburg, LLC

Name: [Signature]

Title: Agent or Owner

Date: 12-31-2021





WINDSOR PALMS

APARTMENT HOMES

1000 Pategate Drive, Spartanburg, SC 29303

Phone (864) 503-9415 • Fax (864) 503-9416

Email: windsorpalmshomes@windorpalms.com

CHARGES FOR RESIDENT ABUSE

Maintenance Requests called into the leasing office which are due to resident abuse of the apartment in question will be charged according to the scale below. Damages due to normal wear and tear will not be charged. Only those who are on the lease agreement are allowed to reside in the apartment. Much wear and tear occurs when residents illegally allow additional people to live in the units which result in additional wear and tear to stoves, carpet etc.

- | | |
|---|--|
| 1.) Replacement of Window Blinds: | \$30 |
| 2.) Replacement of Patio Sliding Door Vertical Blind: | \$50 |
| 3.) Stove Burner Replacement: | \$25 |
| 4.) Stove Block replacement: | \$20 |
| 5.) Stove Switch Replacement: | \$25 |
| 6.) Drip Pan replacement: | \$10 |
| 7.) Interior Door Replacement: | \$100 |
| 8.) Plumbing clog due to resident abuse
(tampons, hair, grease, food, toys, rags, towels,
any type of napkin other than toilet tissue paper):
(if maintenance staff can unclog it) | \$75 |
| 9.) Plumbing clog due to resident abuse that results
in outside contractors (Amount of the Plumbing Invoice) having to
Unclog drain (reduced to fee of plumbing contractor if less: | \$150 |
| 10.) Window Screen Replacement: | \$40 |
| 11.) Broken Locks: | \$45 |
| 12.) Trash Accumulating in patios or on grounds:
(this can lead to pest control issues for all residents) | \$35 Per bag |
| 13.) Toilet seats: | \$25 |
| 14.) Aerator damage: | \$15 |
| 15.) Paint color change to apartment is not allowed:
stock color (this charge will be assessed immediately once discovered) | \$350, \$450, \$550 to repaint unit to |
| 16.) Light Bulbs: Only the 4 foot tube lights in the kitchen and bulbs in general building common
hallways are our responsibility. All other light bulbs are resident responsibility. | |
| 17.) Carpet replacement due to pet damage, dye, irons, and excessive stains: | \$600 or more. |

Shaneka Lowmy
Signature

12-31-2021
Date





Tenant Ledger

Tenants: Shaneka Flournoy

Phone: [REDACTED]

Unit: A09

Property: Windsor Palms Apartment Homes - 1000 Pinegate Dr Spartanburg, SC 29303

Status: Evict

Move in date: 11/13/2020

Move out date: --

Lease Expiration: 12/31/2022

Rent: 975.00

Deposit Paid: 400.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
11/13/2020		Security Deposits	400.00		400.00
11/13/2020	Shaneka Flournoy	Payment		400.00	0.00
11/01/2021		Rent Income - November 2021	875.00		875.00
11/01/2021		WATER INCOME - November 2021	45.00		920.00
11/06/2021		Late Fee - November 2021 Late Fees	50.00		970.00
11/24/2021	Shaneka Flournoy	Payment (Reference #108105) November Rent & Water Recapture, Late Fees & Prepay December Rent-Apt A09		1,840.00	-870.00
11/30/2021	Shaneka Flournoy	Payment (Reference #108575) Prepaid Rent -Apt A09		1,840.00	-2,710.00
12/01/2021		Rent Income - December 2021	875.00		-1,835.00
12/01/2021		WATER INCOME - December 2021	45.00		-1,790.00
01/01/2022		Rent Income - January 2022	875.00		-915.00
01/01/2022		WATER INCOME - January 2022	45.00		-870.00
01/01/2022		Rent Income - January 2022	975.00		105.00
01/01/2022		Cable & Internet Fees - January 2022 - Cable Internet	40.00		145.00
01/01/2022		Trash Income - January 2022 - Trash Recapture	5.00		150.00
01/01/2022		Pest Control Income - January 2022 - Pest Control	3.00		153.00
01/04/2022	Shaneka Flournoy	Payment (Reference #002) January Rent, Water & Prepayment (A-09)		1,068.00	-915.00
02/01/2022		WATER INCOME - February 2022	45.00		-870.00
02/01/2022		Rent Income - February 2022	975.00		105.00
02/01/2022		Cable & Internet Fees - February 2022 - Cable Internet	40.00		145.00
02/01/2022		Trash Income - February 2022 - Trash Recapture	5.00		150.00
02/01/2022		Pest Control Income - February 2022 - Pest Control	3.00		153.00
02/06/2022		Late Fee - February 2022 Late Fee	50.00		203.00
03/01/2022		WATER INCOME - March 2022	45.00		248.00
03/01/2022		Rent Income - March 2022	975.00		1,223.00
03/01/2022		Cable & Internet Fees - March 2022 - Cable Internet	40.00		1,263.00
03/01/2022		Trash Income - March 2022 - Trash Recapture	5.00		1,268.00
03/01/2022		Pest Control Income - March 2022 - Pest Control	3.00		1,271.00
03/06/2022		Late Fee - March 2022 Late Fee	50.00		1,321.00
03/17/2022		Eviction Expenses - Filed for eviction 03/16/2022	100.00		1,421.00
04/01/2022		WATER INCOME - April 2022	45.00		1,466.00
04/01/2022		Rent Income - April 2022	975.00		2,441.00
04/01/2022		Cable & Internet Fees - April 2022 - Cable Internet	40.00		2,481.00
04/01/2022		Trash Income - April 2022 - Trash Recapture	5.00		2,486.00
04/01/2022		Pest Control Income - April 2022 - Pest Control	3.00		2,489.00

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
04/14/2022	Shaneka Flournoy	Payment (Reference #002263) Feb, March, April rent, all late fees and eviction fee 2022		2,369.00	120.00
04/14/2022	Shaneka Flournoy	Payment (Reference #5400038656) April Rent 2022		120.00	0.00
05/01/2022		WATER INCOME - May 2022	45.00		45.00
05/01/2022		Rent Income - May 2022	975.00		1,020.00
05/01/2022		Cable & Internet Fees - May 2022 - Cable Internet	40.00		1,060.00
05/01/2022		Trash Income - May 2022 - Trash Recapture	5.00		1,065.00
05/01/2022		Pest Control Income - May 2022 - Pest Control	3.00		1,068.00
05/05/2022	Shaneka Flournoy	Payment (Reference #1054) May Rent		1,068.00	0.00
06/01/2022		WATER INCOME - June 2022	45.00		45.00
06/01/2022		Rent Income - June 2022	975.00		1,020.00
06/01/2022		Cable & Internet Fees - June 2022 - Cable Internet	40.00		1,060.00
06/01/2022		Trash Income - June 2022 - Trash Recapture	5.00		1,065.00
06/01/2022		Pest Control Income - June 2022 - Pest Control	3.00		1,068.00
06/06/2022	Shaneka Flournoy	Payment (Reference #1056) June Rent 2022		1,068.00	0.00
07/01/2022		WATER INCOME - July 2022	45.00		45.00
07/01/2022		Rent Income - July 2022	975.00		1,020.00
07/01/2022		Cable & Internet Fees - July 2022 - Cable Internet	40.00		1,060.00
07/01/2022		Trash Income - July 2022 - Trash Recapture	5.00		1,065.00
07/01/2022		Pest Control Income - July 2022 - Pest Control	3.00		1,068.00
07/06/2022		Late Fee - Late fee	50.00		1,118.00
07/21/2022		Eviction Expenses - Filed 7.19.22	100.00		1,218.00
08/01/2022		WATER INCOME - August 2022	45.00		1,263.00
08/01/2022		Rent Income - August 2022	975.00		2,238.00
08/01/2022		Cable & Internet Fees - August 2022 - Cable Internet	40.00		2,278.00
08/01/2022		Trash Income - August 2022 - Trash Recapture	5.00		2,283.00
08/01/2022		Pest Control Income - August 2022 - Pest Control	3.00		2,286.00
08/06/2022		Late Fee - Late Fee	50.00		2,336.00
09/01/2022		WATER INCOME - September 2022	45.00		2,381.00
09/01/2022		Rent Income - September 2022	975.00		3,356.00
09/01/2022		Cable & Internet Fees - September 2022 - Cable Internet	40.00		3,396.00
09/01/2022		Trash Income - September 2022 - Trash Recapture	5.00		3,401.00
09/01/2022		Pest Control Income - September 2022 - Pest Control	3.00		3,404.00
09/06/2022		Late Fee - September 2022	50.00		3,454.00
10/01/2022		WATER INCOME - October 2022	45.00		3,499.00
10/01/2022		Rent Income - October 2022	975.00		4,474.00
10/01/2022		Cable & Internet Fees - October 2022 - Cable Internet	40.00		4,514.00
10/01/2022		Trash Income - October 2022 - Trash Recapture	5.00		4,519.00
10/01/2022		Pest Control Income - October 2022 - Pest Control	3.00		4,522.00
10/07/2022		Late Fee - October late fee	50.00		4,572.00
11/01/2022		WATER INCOME - November 2022	45.00		4,617.00
11/01/2022		Rent Income - November 2022	975.00		5,592.00
11/01/2022		Cable & Internet Fees - November 2022 - Cable Internet	40.00		5,632.00
11/01/2022		Trash Income - November 2022 - Trash Recapture	5.00		5,637.00
11/01/2022		Pest Control Income - November 2022 - Pest Control	3.00		5,640.00
11/06/2022		Late Fee - Late Fee	50.00		5,690.00
12/01/2022		WATER INCOME - December 2022	45.00		5,735.00

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
12/01/2022		Rent Income - December 2022	975.00		6,710.00
12/01/2022		Trash Income - December 2022 - Trash Recapture	5.00		6,715.00
12/01/2022		Pest Control Income - December 2022 - Pest Control	3.00		6,718.00
12/06/2022		Late Fee - Late Fee	50.00		6,768.00
Total					6,768.00

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Matthew C. Skinner, Magistrate Judge

Appellate Case No. 2022-001269
Court of Common Pleas Case No: 2022-CP-42-03163
Magistrate Case No. 2022CV4210301122

Shaneka Flournoy, Appellant,

v.

Windsor Palms Apartments, Respondent.

PROOF OF SERVICE

I certify that I have served the Memorandum in Opposition to Appellant's Motion to Reinstate and Notice of Appearance on Shaneka Flournoy by depositing a copy of it in the United States Mail, Postage Prepaid and by Certified Mail, on December 12, 2022, addressed to her at 1000 Pinegate Drive, A9, Spartanburg, SC 29303.

December 12, 2022

s/ Thomas I. Howard, Jr.
Thomas I. Howard, Jr., SC Bar #101252
Brownlee Whitlow & Praet, PLLC
P.O. Box 62975
North Charleston, South Carolina 29419
Telephone & E-Fax: (843) 628-0847
Email: Thoward@bwpf-law.com
Attorney for Respondent

RECEIVED

Dec 12 2022

SC Court of Appeals



Brownlee Whitlow & Praet
PROPERTY SOLUTIONS LAW

Thomas I. Howard, Jr.
Partner
Licensed in SC
thoward@bwpf-law.com
Phone/Fax: (843) 628-0847

December 12, 2022

Via Email (ctappfilings@sccourts.org)

Ms. Jenny Abbott Kitchings
SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED

Dec 12 2022

SC Court of Appeals

Re: Shaneka Flournoy v. Windsor Palms Apartments
Case No: 2022-001269
Our File No.: 30924-00002

Dear Ms. Kitchings:

Enclosed for filing are a Notice of Appearance, Memorandum in Opposition to Appellant's Motion to Reinstate and Proof of Service in the above-referenced matter.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions or need anything further.

With kindest regards, I am

Sincerely yours,

BROWNLEE WHITLOW & PRAET, PLLC

s/ Thomas I. Howard, Jr.

Thomas I. Howard, Jr.

TIH, JR/jlw

Enclosures

cc: Shaneka Flournoy (via US Mail and Certified Mail)
Windsor Palm Apartments (via email)