

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

2023CV4210102987  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

RECEIVED

Jul 05 2023

SC Court of Appeals

River Run  
901 Meridian River Run  
Spartanburg, SC 29301  
(864) 595-7474

PLAINTIFF(S)

Vs

Shaneka Flournoy  
2301 Meridian River Run Apt 2301  
Spartanburg, SC 29301

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the 12th day of May, 2023, you are hereby Ordered to proceed to the premises located at **2301 Meridian River Run Apt 2301 Spartanburg, SC 29301.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by** securely attaching a copy of the Writ in a conspicuous place on the premises.

**If after 24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment**

**Upon gaining access, you shall remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.**

June 30, 2023

Kyle M. Myers  
Spartanburg Magistrate

J. S. Abel

, being duly sworn state that:

I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit

On 7/3 2023, at 937 the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.

On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental for the purpose of ejectment.

Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside roadside.

The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.

Informed by Plaintiff that case is settled.

Date: 7/3, 2023

J. S. Abel

Sheriff/Deputy Sheriff/Constable

**Spartanburg Magistrate**

Judge : Charles William Jones

180 Magnolia Street

Spartanburg, SC 29306

Phone:(864) 596-2564 Fax:(864) 596-3622

Received From: Flournoy, Shaneka  
2301 Meridian River Run Apt 2301  
Spartanburg, SC 29301

Date: 5/22/2023  
Receipt #: 9772126  
Clerk: c42cmilbur

Paying for: River Run,  
Transaction Type: Civil Payment

Reference #:  
Comment:  
Non-Refundable

Payment Type: Cash \$1,300.00  
Total Paid: \$1,300.00

You may check the status of your Spartanburg case at:  
<http://www.sccourts.org/caseSearch/>

| Case #          | Caption                       | Previous Balance | Amount Paid | Balance Due |
|-----------------|-------------------------------|------------------|-------------|-------------|
| 023CV4210102987 | River Run VS Shaneka Flournoy | \$1,300.00       | \$1,300.00  | \$0.00      |



|                       |  |                   |                   |               |
|-----------------------|--|-------------------|-------------------|---------------|
| <b>Total Cases:</b> 1 |  | <b>\$1,300.00</b> | <b>\$1,300.00</b> | <b>\$0.00</b> |
|-----------------------|--|-------------------|-------------------|---------------|

**Spartanburg Magistrate**  
**Judge : Charles William Jones**  
**180 Magnolia Street**  
**Spartanburg, SC 29306**  
**Phone:(864) 596-2564 Fax:(864) 596-3622**

Received From: **Flournoy, Shaneka**  
**2301 Meridian River Run Apt 2301**  
**Spartanburg, SC 29301**

Paying for: **River Run,**

Transaction Type: **Escrow Paymen**

Payment Type: **Cash**                      **\$1,300.00**

Total Paid:                                      **\$1,300.00**

Date: **6/ 1/2023**  
 Receipt #: **9772918**  
 Clerk: **C42TMCCRAW**

Reference #:  
 Comment:  
**Non-Refundable**

You may check the status of your Spartanburg case at:  
<http://www.sccourts.org/caseSearch/>

| <u>Case #</u>    | <u>Caption</u>                | <u>Previous Balance</u> | <u>Amount Paid</u> | <u>Balance Due</u> |
|------------------|-------------------------------|-------------------------|--------------------|--------------------|
| 2023CV4210102987 | River Run VS Shaneka Flournoy | <b>\$1,300.00</b>       | <b>\$1,300.00</b>  | <b>\$0.00</b>      |



|                       |  |                   |                   |               |
|-----------------------|--|-------------------|-------------------|---------------|
| <b>Total Cases: 1</b> |  | <b>\$1,300.00</b> | <b>\$1,300.00</b> | <b>\$0.00</b> |
|-----------------------|--|-------------------|-------------------|---------------|

Deposit Paid

Official Check  
Customer Copy Non-Negotiable

5301023457

SHANKS CARGO SERVICES

December 30, 2022

ONE THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS  
and 00 CENTS

\$1238.00

River Run Apartments

Shaneka Flournoy

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Shaneka S. Flournoy  
2301 Meridian River Run  
29301 APPELLANT(S)

VS.

River Run  
901 Meridian River Run  
29301 RESPONDENT(S)

2023CP4201755  
COMMON PLEAS CASE NUMBER

2023CV4210102987  
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS  
NOTICE OF CIVIL APPEAL

The plaintiff/defendant (circle one), Shaneka Flournoy hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Spartanburg.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 16 day of May, 2023.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I Shaneka Flournoy am appealing this eviction/writ of ejectment it is inaccurate and it needs to be dismissed. It was filed for non-payment and my landlord has refused a payment from 2 government agencies that have pledged to assist with my rent. They were willing to help me because I showed them hardship. In addition, my landlord hasn't did any maintenance on my apartment for 5 months. A sprinkler busted and River Run maintenance knocked out a huge portion of my wall and never replaced it. For five months I have been exposed to mold which I had airborne fiber glass. For 5 months I have been charged for services I haven't received and I am owed rental credits. I will submit photos of my wall and how hazardous mold can be to the health. I ask the court to dismiss eviction and issue credits for services not received.

Shaneka S. Flournoy  
Appellant (or his attorney)

Dated: 5-16-2023

2023 MAY 16 AM 11:41  
CLERK OF COURT  
SPARTANBURG COUNTY  
FAMILY DIVISION

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg  
Shaneka S. Flournoy

Plaintiff(s)

River Run vs. River Run  
901 Meridian SC 29301  
Spartanburg

Defendant(s)

Submitted By: Shaneka Flournoy  
Address: 2301 Meridian River Run  
Spartanburg SC 29301

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023 -CP- 42-01755

SC Bar #: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Other: \_\_\_\_\_  
E-mail: \_\_\_\_\_

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |  |  |
|---|--|--|--|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Fraud/Bad Faith (150)</li> <li><input type="checkbox"/> Failure to Deliver/Warranty (160)</li> <li><input type="checkbox"/> Employment Discrim (170)</li> <li><input type="checkbox"/> Employment (180)</li> <li><input type="checkbox"/> Other (199) _____</li> <li><b>Inmate Petitions</b></li> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599) _____</li> </ul> | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20____-NI-____-____</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299) _____</li> </ul>  | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Assault/Battery (370)</li> <li><input type="checkbox"/> Slander/Libel (380)</li> <li><input type="checkbox"/> Other (399) _____</li> </ul>  | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499) _____</li> </ul>  |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699) _____</li> <li><input type="checkbox"/> Sexual Predator (510)</li> <li><input type="checkbox"/> Permanent Restraining Order (680)</li> <li><input type="checkbox"/> Interpleader (690)</li> </ul>  | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Div. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899) _____</li> </ul> | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Incapacitated Adult Settlement (790)</li> <li><input type="checkbox"/> Other (799) _____</li> </ul> | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input checked="" type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOJ (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Con</li> <li><input type="checkbox"/> Other (999) _____</li> </ul> |

Submitting Party Signature:

Shaneka Flournoy

Date: 5-16-2023

FILED  
MAY 16 AM 11:41  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

IN THE MAGISTRATE COURT

CASE NO.: 2023CV4210103560

DOC

Shaneka Flournoy  
2301 Meridian River Run  
Spartanburg SC 29301

PHONE NO.: 864-577-5080

PETITIONER(S),

PETITION UNDER LANDLORD AND  
TENANT RESIDENCE ACT

vs.  
River Run (Nicole Atkins)  
901 Meridian River Run  
Spartanburg SC 29301

PHONE NO.: 864-595-7474

RESPONDENT(S),

THE PETITIONER ALLEGES:

1. THAT THE PETITIONER AND RESPONDENT HAVE ENTERED INTO A LANDLORD-TENANT RELATIONSHIP SUBJECT TO THE SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT.
2. THAT THE RESPONDENT IS SUBJECT TO THE JURISDICTION OF THIS COURT.
3. THAT THE PETITIONER IS INFORMED AND BELIEVES THAT HE OR SHE IS ENTITLED TO AN ORDER FROM THIS COURT REQUIRING THE RESPONDENT TO DO THE FOLLOWING: Repair missing Wall that has insulation hanging out for 5 months and issue rental credits My land has not kept maintenance on my apartment or followed the agreement in my lease.

THEREFORE, THE PETITIONER REQUESTS THAT THE COURT ISSUE SUCH AN ORDER.

SWORN TO BEFORE ME ON: )  
)

Paul A. Klingler  
NOTARY PUBLIC FOR SOUTH CAROLINA

Shaneka S Flournoy  
PETITIONER/AGENT

MY COMMISSION EXPIRES 06-30-2030



CLERK OF COURT  
SPARTANBURG COUNTY  
AMY M. COX  
AMY.M.COX@SCJUDS.COM

2023 MAY 16 AM 11:42



Date of Lease Contract: December 22, 2022  
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

**Moving In — General Information**

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

Shaneka Flournoy

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: River Run I Apts, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 2301, at 2301

Meridian River Run

(street address) in Spartanburg

(city), South Carolina, 29301 (zip code) (the "apartment"

or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As permitted by law, you understand and agree that we may provide access to any occupant listed under paragraph 2 (Occupants) in the absence of any written document that withdraws such authorization.

No one else may occupy the residence without our express written permission.

3. LEASE TERM. The initial term of the Lease Contract begins on the 30th day of December, 2022 and ends at 11:59 p.m. the 29th day of December, 2023.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice), which in all cases shall be a minimum of thirty (30) days. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 1238, due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided 2 apartment key(s), 2 mailbox key(s), \_\_\_\_\_ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is

returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1238 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or  
 at our online payment site, or  
 at the on-site manager's office which accepts Cashier's Checks only

Prorated rent of \$ 159.74 is due for the remainder of the (check one):  1st month or  2nd month, on December 30, 2022.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be \$ 100.00. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus a late charge. The returned check charge shall not exceed \$30.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.

7. UTILITIES. We'll pay for the following items, if checked:

- water  gas  electricity  master antenna  
 wastewater  trash  cable TV  
 other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term. If the charge applies to all residents, utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

FILED

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ \_\_\_\_\_, and you shall provide us with proof of such insurance to our satisfaction.

If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]*  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ \_\_\_\_\_. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible,

you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed lease form.

See Additional Special Provisions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See any additional special provisions.

**11. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 1238.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 46 (Move-Out Notice) or any other applicable law; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 11 (Early Move-Out) and 32 (Default by Resident) apply under this paragraph.

**14. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 46 (Move-Out Notice).

**15. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless otherwise required by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Notice of intent to terminate must be in writing and must be received by us at least five (5) days prior to your termination. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, upon at least five (5) days prior written notice to us, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may submit to us a written notice to terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may submit to us written notice to terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. **RENTAL APPLICATION.** You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract. You understand and agree that we reserve the right to check the criminal records of

you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living In the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; criminal activity of any kind, including, but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells,

or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 31 (Responsibilities of Owner), 46 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable either the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke-detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as may be required by law. During freezing weather, you must ensure that

the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. **WE DISCLAIM ALL IMPLIED WARRANTIES.** You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative within 48 hours after move-in. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or

other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**27. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** We (landlord and repairers, services, contractors, and other agents) must give you at least 24 hours notice of our intent to enter and may only enter at reasonable times, except in the event of the following:

- (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;
- (2) between the hours of 9 AM to 6 PM for the purpose of providing regularly scheduled periodic services (provided that prior to entering, we announce our intent to enter), such services including: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices, and the like;
- (3) between the hours of 8 AM to 8 PM for the purpose of providing services you request (provided that, prior to entering, we announce our intent to enter to perform services);
- (4) pursuant to court order;
- (5) where you fail to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and you fail to comply as promptly as conditions require in the case of emergency or within fourteen (14) days after written notice from us requesting you to remedy the breach within such time period;
- (6) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- (7) you have abandoned or surrendered the premises.

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## Replacements

**30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly, in writing, consent to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and

**(d) If repair hasn't been made within 14 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.**

**32. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under

this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease as permitted by law.

**Eviction.** If you default, we have the right to seek ejection in accordance with applicable law.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Other Remedies.** If your rent is delinquent we may terminate your tenancy upon written notice to you of nonpayment and intent to terminate your tenancy. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy and lockout fees, as provided under state statute, and attorneys' fees, to the extent allowable by law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

**33. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**34. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority

to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**35. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights

demand is required by statute, you waive any notice and demand for performance from us if you default.

- 36. NOTICE.** Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.
- 37. CABLE.** Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.
- 38. AFFIRMATION THAT YOU ARE NOT A CRIMINAL SEX OFFENDER.** You affirmatively state that you are not a criminal sex offender.
- 39. MISCELLANEOUS.**
- A. Exercising one remedy won't constitute an election or waiver of other remedies.
  - B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
  - C. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
  - D. This Lease Contract binds subsequent owners.
  - E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
  - F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
  - G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
  - H. All lease obligations must be performed in the county where the apartment is located.
  - I. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- 40. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.
- 41. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which

means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

- 42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

- 43. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 44. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

- 45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

- 46. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period, and should you attempt to do so, you will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move Out), 22 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term) even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.
- 47. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under paragraphs 11 (Early Move-Out) and 32 (Default by Resident), to the extent provided by law. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 49. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, including, but not limited to, and if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 27 (Animals); government fees or fines against us for violation (by you,

your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us, to the extent provided by law, for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date and (2) a reletting fee if you have violated paragraph 11 (Early Move-Out).

**51. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

**Surrender.** You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

**Abandonment.** You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 15 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment, subject to and to the extent provided by law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

**Severability, Originals and Attachments, and Signatures**

**52. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**53. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Resident or Residents (all sign below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative (signing on behalf of owner)

\_\_\_\_\_

Address and phone number of owner's representative for notice purposes

901 Meridian River Run  
Spartanburg, SC 29301  
(864) 595-7474

Name and address of locator service (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date form is filled out (same as on top of page 1)

12/22/2022

You are legally bound by this document.  
Read it carefully before signing.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2). If rent is not paid by the 9:00 AM on the 6th of the month, there will be an added late fee of \$100. If rent is still not paid by 9am on the 10th of the month, then an eviction will be filed and legal fees will be added to the outstanding balance. If late rent is not paid by the 20th of the month, the following month's rent will be due with the current month's rent balance. If you do not pay your rent within five days of the due date, we have the right to start the eviction process without written notice. You will get no other notice as long as you reside in this rental unit. Standard Lease charges are as follows: Rent \$1238 Water \$50 Trash \$10 Pest Control \$2 Total \$1300. If the lease is not renewed by the lease end date it will automatically renew on a month to month basis, which is the current market or renewal rate (whichever is higher) plus an additional month to month fee of \$500 and requires a written 30 day Notice to Vacate. You and all co-residents will be jointly and separately liable for the entire amount of all damages. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, windows, screens, furniture, appliances. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them.

your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

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Resident or Residents (all sign below)

Shaneka Journey

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

901 Meridian River Run

Spartanburg, SC 29301

(864) 595-7474

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

12/22/2022

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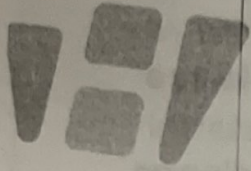


Exhibit 1  
DHEC Violation

# Fiberglass

## What is fiberglass?

Fiberglass, which is man-made, consists of numerous extremely fine fibers of glass and is commonly used as insulating material. Fiberglass is used in home and building insulation, electrical insulation, cement and plastic reinforcement, thermal and acoustic insulation, and for heat resistance. It is also used to make light-weight materials. In the school setting, fiberglass is typically used in walls, ceilings, ceiling tiles, and for the insulation of ventilation ducts.

Fiberglass can enter the environment from the manufacture, use, and disposal of fiberglass-containing materials. Damaged or disturbed materials, such as fiberglass insulation, may release fibers into the air. Airborne fiberglass may eventually settle with other airborne particles as a part of dust.

## How can I be exposed to fiberglass?

A person may be exposed to fiberglass by breathing, ingestion, or skin contact. Occupational exposure is expected to be highest among workers who install or remove insulation or are routinely involved in building

2023 MAY 16 AM 11:42  
CLERK OF COURT  
SPARTANBURG COUNTY  
MAY 16, 2023

FILED

In 2000, the National Academy of Sciences reviewed studies of fiberglass manufacturing workers and concluded that "...glass fibers do not appear to increase the risk of respiratory system cancer." In 2001, the International Agency for Research on Cancer said that "glass wool", which is a form of fiberglass, is not classifiable as a human carcinogen. Deaths from lung diseases, including lung cancer and mesothelioma, in groups of workers involved in the manufacture of glass wool, are not consistently different from what is found in the United States general population.

## Are there guidelines for limiting workplace exposure to fiberglass?

Yes, in 1999, the Occupational Safety and Health Administration (OSHA) and the manufacturers (the National Insulation Association, and The Insulation Contractors Association of America) established a voluntary workplace exposure limit for breathable glass fibers. The agreement, supported by the National Academy of Sciences, establishes relevant glass fiber dimensions and states that within an eight-hour workday, a worker shouldn't be exposed to more than one breathable glass fiber per cubic centimeter of air. Additional information can be found at [OSHA's exposure limits for synthetic mineral fibers](#).

Content Source: [Indoor Air Quality Program](#)

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CLERK OF COURT  
SPARTANBURG COUNTY  
MAY 16, 2023

FILED

**NOTICE OF DENIAL OF ASSISTANCE/SERVICES**  
**Piedmont Community Action Agency, Inc.**

To: Shaneka Flournoy 2301 Meridian River Run, Apt. 2301  
Spartanburg, SC 29301

Your request for assistance/services from (Piedmont Community Action Agency, Inc.) has been denied for the following reason(s):

- You did not meet the program income eligibility requirements.
- You have failed to provide sufficient evidence regarding your application to make a ruling on your case application.
- Other: Customer's Property Manager has filed a WRIT (following court date) and is unable to accept any payments at this point.

Please be advised that if you do not agree with the above reason(s) for denial, you have the right to notify Piedmont Community Action Agency, Inc. in writing within 30 calendar days of the date of this notice to request a review and formal appeal of your denial. The applicant shall submit the written appeal to:

**Piedmont Community Action Agency, Inc.**  
**P. O. Box 5374**  
**Spartanburg, SC 29304**

An initial review of your appeal will be completed by (Margie Salters) and a form Fair Hearing will be scheduled within five business days of the agency's receipt of your written appeal.

If your appeal is denied at the Community Action Agency level, you may file a written appeal to the Office of Economic Opportunity (OEO) within 20 calendar days of the applicant's receipt of the agency's written hearing decision. The applicant shall submit the written appeal to: **The Office of Economic Opportunity, Attention: OEO's Legal Counsel, 1205 Pendleton Street, Suite 366, Columbia, SC 29201**

Denise Taylor  
Signature of Agency Representative

5/15/23  
Date

