

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2305194

Tonya Ellington
PLAINTIFF(S)

Rose Edwards Assoc Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

RECEIVED

JAN 16 2024

SC Court of Appeals

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter is before the Court on Appellant's Appeal of a ruling and decision from the Magistrate's Court. Based on a review of the file, submissions of the parties, and oral arguments, the decision of the Magistrate is affirmed. Respondent Counsel is to prepare a formal order.

It is so ordered.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/09/2024 .

Shelton Sterling Laney, III for Rose Edwards Assoc Llc, Emerald Creek Apt
Jason David Wyman for Rose Edwards Assoc Llc, Emerald Creek Apt
Gantt Summary Court
Emerald Creek Apt for Emerald Creek Apt
Rose Edwards Assoc Llc for Rose Edwards Assoc Llc
Emerald Creek Apt for Emerald Creek Apt
Tonya Ellington for Tonya Ellington
Rose Edwards Assoc Llc for Rose Edwards Assoc Llc
Tonya Ellington for Tonya Ellington

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Tonya Ellington VS Rose Edwards Assoc Llc , defendant, et al

Case Number: 2023CP2305194

Type: Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.

rec'd 1/13/24 APP/20x
12:09 PM P.O. Box
P/u

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) CASE NO.: 2023CP2305194

Tonya Ellington,

Appellant,

v.

Rose Edwards Assoc., LLC/Edward Rose
Assoc., LLC (Emerald Creek Apts.),

Respondent.

CERTIFICATE OF SERVICE

I, the undersigned attorney, do hereby certify that I have served the below parties in this
action with a copy of the pleading(s) to the following last known address(es) on:

Date: January 10, 2024

Pleading: FORM 4 ORDER

Party Served:

Tonya Ellington
P.O. Box 1623
Greer, SC 29652

WOMBLE BOND DICKINSON (US) LLP

/s/ Jason D. Wyman
Jason D. Wyman (SC Bar #100271)
550 S. Main Street, Suite 400 (29601)
P. O. Box 10208
Greenville, SC 29603
T: (864) 255-5400
E: jason.wyman@wbd-us.com

Attorneys for Respondents

January 10, 2024

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2305194

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Tonya Ellington for Tonya Ellington

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Greenville Common Pleas

Case Caption: Tonya Ellington VS Rose Edwards Assoc Llc , defendant, et al
Case Number: 2023CP2305194
Type: Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.

23 OCT 6 PM 3:58
Brice Garrett CMC 801 SC

NOTICE OF CIVIL APPEAL

MAGISTRATED CIVIL CASE NUMBER
2023CV2311002593

The appellant's exceptions to the judgement of the Magistrate are set forth as follows:

- (A) Eleven pages of appeal summary, followed by supported Exhibits 1 through 10
- (B) Initial Breakdown for lawsuit in the amount of \$7500.00, followed by green move in sheet at Emerald Creek, Previous rent from Tuscan Heights prior to moving to Emerald Creek and followed by copy of moving fee of \$421.25. Lease was not broken.
- (C) Page 1 of Defendants/Respondent Answer & Affirmative Defenses opening defense, Appellant improperly identified in the Complaint as Rose Edwards Assoc. LLC and Emerald Creek Apartments. Exhibit 1 Greenville County Real Property Details listed as written in Appellant Complaint. No findings listed as Edward Rose & Sons
- (D) Emerald Creeks Apartments Rules & Regulations and Addendum to Lease- Mold Policy Breached their own lease contract
- (E) Emerald Creek Emails of Notice of Preventative Maintenance 3.4.22 "The A/C filter on the balcony was only checked. After living without a filter inside the apartment from my move in until I inquired of the change of filters in July 2021, it was discovered no filters were installed before leasing the unit. Excessive dust/particles
- (F) Emerald Creek Emails of long overdue services not conducted since I moved in.
 - Pest Control 5.15.23 (Came into apartment once to remove Wasp nest from balcony)
 - Fire Prevention 6.27.23 (Fire extinguisher was just serviced this year 2023)
 - Pressure Wash 6.26.23 (Utilized same groundkeeper person/never hire the Professionals)
 - Building Sprinkler Inspection 8.7.23 (After reporting to all divisions noted they started to hire/request for the proper updating for the community.
 - Emerald Creek newsletter (Bogus statement referring to caring about the safety of their residents. Again, this is all after I reported and Mr. Garrison the Building Inspector visited.)

Donny Elliott

10/06/23

P. O. Box 1623

Greer, SC 29652

2023-CP-23- 05194

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

M E M O R A N D U M

IN RE: Magistrate Appeals in CIVIL CASES

Case Number: _____ - CP - 23 - _____

23 OCT 6 PM 3:58
Brice Garrett COC SUL SC

Upon filing a notice of appeal with the Clerk of Court from Magistrate Court, this form must be completed by the Attorney for Appellant or by the Appellant as a self-represented litigant and returned promptly to the Clerk of Court at the address listed below.

1. You must have appealed within 30 days after either you or your attorney received written notice of judgment, or after judgment was announced at trial in your presence. What is the date you received notice of judgment?

Date Notice of Judgment Received: _____

2. A clocked copy of the notice of appeal, stating the grounds upon which the appeal is founded, must have been served within 30 days upon the Judge who tried the case. What is the date you served notice upon the Judge? Also, give the name of the Judge.

Date Served: 10/06/23Name of Judge: Jacquelyn Irby DuckettMethod of Service: Certified Mail Hand delivery

3. A copy of the notice of appeal, stating the grounds upon which the appeal if founded, must have been served within 30 days upon all parties. Give the names of all other parties and the dates served.

Name of Person Served: Emerald Creek Apts Date Served: 10/06/23

Additional Names of Persons Served:

~~Womble Bond Dickinson to Jason Wyman~~ ?ROSE Edwards Assoc INC/Edward Rose + SonsEdward Rose + Sons RPM Traci McCoubreyDana Pomeroy CEL Maintenance Asst SupervisorMIKE ? (EC) Maintenance Supervisor

Date Served: _____

Date Served: _____

Date Served: _____

4. Give your address and contact information to be used for notification by the Court.

Tonya EllingtonP.O. Box 1623Greer, SC 29652

Strict compliance with §18-7-10 through 30, S. C. Code Ann., and Rule 74 SCRPC, is required to give the Court of Common Pleas jurisdiction to hear your appeal. This form must be completed and promptly returned to: Brice Garrett, Clerk of Court, 305 E. North Street, Greenville, SC 29601.

23 OCT 9 AM 11:39
Brice Garrett COC6UL SC

10.7.23

VIA HAND DELIVERY

Gnatt Summary Court
C/O Judge Jacquelyn I. Duckett
Submitted to Clerk Ashely
1103 White Horse Rd.
Greenville, SC 29605
(Proof of delivery date and time attached)

Emerald Creek Apartments
C/O RPM Traci McCoubrey of Rose Edwards Assoc. LLC/Edward Rose Inc.
Submitted to PM Mr. Reed Cornelison
301 Fairforest Way "Clubhouse/Mr. Cornelison office"
Greenville, SC 29607
Employees present Asst. PM Jessica (in her office)/New Leasing Agent Matthew (Desk opposite of APM Jessica office)

RE: Appellant Tonya Ellington v. Respondents of Rose Edward Assoc., et al
Notice of Magistrate Appeal Civil Case – Judge Jacquelyn I. Duckett Dismissal with Prejudice
Magistrate Appeal Civil Case No. 2023-CP-23-05194/Civil Case No. 2023CV231100259

Dear Clerk:

Enclosed please find the proof of hand deliveries upon arriving to each party byway of photos timestamped.

In addition is an email from Emerald Creeks RPM Traci McCoubrey (Respondent(s) sent **Notice of Cease-and-Desist Order and False reporting of Appellant to GPD** as a "Do Not Trespass" order after being served via hand delivery as ordered by Circuit Court Clerk at 5:20 PM. **The purpose of this visit was not a criminal concern, however a Civil matter regarding said, delivery. Appellant continues to be falsely accused by Respondent(s), defaming the character of the Appellant, harassing by intimidating tactics, and putting Appellant's life at risk to be purposely violated by the GPD. The Respondent (s) next of action should have been to forward to their Attorney for hire, not the Appellant directly. It was mishandled as a personal matter, instead of a business matter as being the RPM of Emerald Creek Apartments on behalf of Ross Edwards Assoc., et al.**

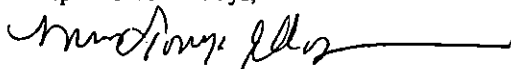
In additional is the Appellant response to the Respondent(s) on 10.7.23 at 7:51 AM.

Please be advised a copy of this Notice of Hand Delivery will be forward to **GPD- Zone 3 Lt. Jessica Crawford** at jncrawford@greenville.gov. Mrs. McCoubrey continues to abuses the law of protecting and serving the citizens of Greenville by reporting false claims. Appellant demands the removal of false reporting immediately.

Thank you in advance for your assistance in this matter.

Should you have any questions, please do not hesitate to contact me.

Respect Given Always,



Miss Tonya Ellington/ Appellant

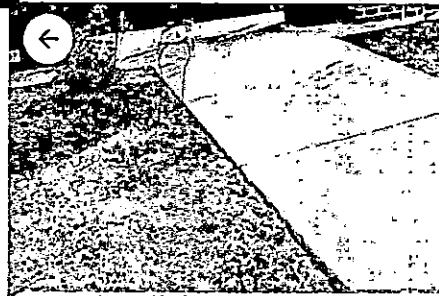
Magistrate Appeal Civil Case
2023-CP-23-05194
Magistrate Civil Court Case#
2023CV2311002593"



Hand deliver Notice of Civil
Appeal Judge Duckett, gave to
Ashley on 10.6.23 at 4:27 PM
(Ordered by Circuit Court Clerk
Sean)

Friday • Oct 6, 2023 •
4:27 PM

Notice of Civil Appeal
Hand Delivered "Matter of
Business - Not
Trespassing"



Hand delivered to EC
given to Reed
Cornelison

Fri, Oct 6, 2023 • 4:41 PM

2022 South Carolina Code of Laws

Title 16 - Crimes and Offenses

Chapter 17 - Offenses Against Public Policy

Section 16-17-722. Filing of false police reports; knowledge; offense; penalties.

~~Universal Citation: SC Code § 16-17-722 (2022)~~

* EC RPM TRACI McCarbrey

in violation
10/6/23

~~(A) It is unlawful for a person to knowingly file a false police report.~~

- SEC EMAIL SENT TO

(B) A person who violates subsection (A) by falsely reporting a felony is guilty of a felony and upon conviction must be imprisoned for not more than five years or fined not more than one thousand dollars, or both. **Appellant**

~~(C) A person who violates subsection (A) by falsely reporting a misdemeanor is guilty of a misdemeanor and must be imprisoned not more than thirty days or fined not more than five hundred dollars, or both.~~

~~(D) In imposing a sentence under this section, the judge may require the offender to pay restitution to the investigating agency to offset costs incurred in investigating the false police report.~~

HISTORY: 1998 Act No. 349, Section 1.

Disclaimer: These codes may not be the most recent version. South Carolina may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

South Carolina Legislature

South Carolina Law > Code of Laws > Title 16

South Carolina Code of Laws Unannotated

Title 16 - Crimes and Offenses

CHAPTER 9

Offenses Against Public Justice

ARTICLE 1

Perjury

SECTION 16-9-10. Perjury and subornation of perjury.

(A)(1) It is unlawful for a person to willfully give false, misleading, or incomplete testimony under oath in any court of record, judicial, administrative, or regulatory proceeding in this State.

(2) It is unlawful for a person to willfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State.

(B)(1) A person who violates the provisions of subsection (A)(1) is guilty of a felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than five years, or both.

(2) A person who violates the provisions of subsection (A)(2) is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months or fined not less than one hundred dollars, or both.

(C) A person may be convicted under this section if he induces, procures, or persuades another person to commit perjury or if he commits perjury by his own act, consent, or agreement.

HISTORY: 1962 Code Section 16-201; 1952 Code Section 16-201; 1942 Code Section 1397; 1932 Code Section 1397; Cr. C. '22 Section 332; Cr. C. '12 Section 340; Cr. C. '02 Section 253; G. S. 2531; R. S. 217; 1712 (2) 487; 1993 Act No. 184, Section 89.

SECTION 16-9-20. Subornation of perjury in civil actions.

(A) It is unlawful for a person to:

(1) willfully induce, procure, or persuade another person by any means to commit perjury in initiating a civil action or proceeding; or

(2) willfully induce, procure, or persuade another person to give false, misleading, or incomplete testimony while under oath in a civil action or proceeding.

(B) A person who violates the provision of this section is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months and fined not less than one hundred dollars.

HISTORY: 1962 Code Section 16-202; 1952 Code Section 16-202; 1942 Code Section 1398; 1932 Code Section 1398; Cr. C. '22 Section 333; Cr. C. '12 Section 341; Cr. C. '02 Section 254; G. S. 2532; R. S. 218; 1712 (2) 487; 1993 Act No. 184, Section 90.

SECTION 16-9-30. False swearing before persons authorized to administer oaths.

(1) It is unlawful for a person to willfully and knowingly swear falsely in taking any oath required by law that is administered by a person directed or permitted by law to administer such oath.

(2) A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than five years, or both.

HISTORY: 1962 Code Section 16-203; 1952 Code Section 16-203; 1942 Code Section 1400; 1932 Code Section 1400; Cr. C. '22 Section 335; Cr. C. '12 Section 343; Cr. C. '02 Section 256; G. S. 2534; R. S. 220; 1833 (2) 485; 1993 Act No. 184, Section 166.

SECTION 16-9-50. Disposition of fines.

The one moiety of the fines imposed by this article shall be for the State and the other moiety to such person as shall be grieved, hindered or molested by reason of the offense or offenses before mentioned that will sue for the same by action in any court of competent jurisdiction.

HISTORY: 1962 Code Section 16-205; 1952 Code Section 16-205; 1942 Code Section 1399; 1932 Code Section 1399; Cr. C. '22 Section 334; Cr. C. '12 Section 342; Cr. C. '02 Section 255; G. S. 2533; R. S. 219; 1712 (2) 488.

ARTICLE 3

Bribery, Corruption of Jurors and the Like

SECTION 16-9-210. Giving or offering bribes to officers.

Whoever corruptly gives, offers or promises to any executive, legislative or judicial officer, after his election or appointment, either before or after he is qualified or has taken his seat, any gift or gratuity whatever, with intent to influence his act, vote, opinion, decision or judgment on any matter, question, cause or proceeding which may be pending or may by law come or be brought before him in his official capacity, shall be punished by imprisonment in the State Penitentiary at hard labor not exceeding five years or by a fine not exceeding three thousand dollars and imprisonment in jail not exceeding one year.

HISTORY: 1962 Code Section 16-211; 1952 Code Section 16-211; 1942 Code Section 1402; 1932 Code Section 1402; Cr. C. '22 Section 337; Cr. C. '12 Section 348; Cr. C. '02 Section 261; G. S. 2536; R. S. 225; 1869 (14) 308.

SECTION 16-9-220. Acceptance of bribes by officers.

Notice

From: Traci McCoubrey (traci_mccoubrey@edwardrose.com)

To: tonyae411@yahoo.com

Date: Friday, October 6, 2023 at 05:20 PM EDT

Cease and Desist Order

Tonya Ellington,

Please be advised, this notice serves as documentation of a pattern of harassment and unfounded accusations from you. This is notice to you that you must immediately cease and desist these harassing activities against and towards myself as well as:

Emerald Creek Apartments, and their personnel
Edward Rose and Sons, and their personnel
Edward Rose Associates, Inc., and their personnel

Your actions are unwanted, unwelcome, and infringe upon my right to remain free from harassment. As a result of your harassment and defamation of character, appropriate legal action may be taken against you, as well as all available damages and remedies. I demand that you cease and desist from this activity immediately and revoke any such slander, defamation of character or any other attempts to harass or cause harm to myself, the business, my/our professional reputation, my/our personal character.

Additionally, Greenville Police have been notified that you are on a Do Not Trespass order.



Traci McCoubrey | Regional Manager, Bloomfield Hills

38525 Woodward Avenue | P.O. Box 2012

Bloomfield Hills, MI 48304

Phone: (248) 686-5301 | Fax: (248) 686-5400

Confidentiality Notice: This transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential, or otherwise protected from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Please do not read, copy, or use it, and do not disclose it to others. Please notify the sender of the delivery error by replying to this message and then delete it from your system. Thank you.

Re: Notice

From: Tonya Ellington (tonya411@yahoo.com)
To: Traci McCoubrey@edwardrose.com
Cc: tonya411@yahoo.com
Date: Saturday, October 7, 2023 at 07:51 AM EDT

Traci McCoubrey,

Confirmation of receipt.

I exercised my rights by court of law. On, 10.6.23 approximately 4:41 P.M., I arrived to hand deliver my Notice of Civil Appeal after hand delivering Magistrate Court Judge Duckett as court ordered.

I will hand deliver this notice to be included in my case of false accusation of my character and interactions with you and your named employees in my case.

Be advised this notice serves as documentation of a pattern of harassment and unfounded accusations from you. This is notice to you that you must immediately cease and desist these harassing activities against and towards myself.

Respect Given Always,
Miss Tonya Ellington, Appellate

Sent from Yahoo Mail on Android

On Fri, Oct 6, 2023 at 5:20 PM, Traci McCoubrey
<Traci.McCoubrey@edwardrose.com> wrote:

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Notice of "False Harassment Reporting," "Do Not Trespass" Reported by Emerald Creek Apartments RPM Traci McCoubrey against Former Resident Tonya Ellington. "Civil Matter not a Criminal Matter."

From: Tonya E. (tonya411@yahoo.com)

To: jncrawford@greenvillesc.gov

Cc: tonya411@yahoo.com

Date: Saturday, October 7, 2023 at 01:51 PM EDT

Greetings Lt. Jessica Crawford,

I hope this email finds you, yours and the entire GPD. I am not pleased with having to take time out of your busy schedule to report a False Reporting of Harassment conducted by Emerald Creeks Apartments, RPM Traci McCoubrey. I, Miss Tonya Ellington, is a former resident which was forced to move out due to retaliations, gang bullying, and harassment from Mrs. McCoubrey and two of her Employees named Dana Pomeroy, Groundkeeper Supervisor and Mike (unknown last name), Maintenance Supervisor.

I initially filed a Magistrate Civil Claim against the Property Owners on 7/7/23 due to the said parties. On 9/19/23 I appeared in **Magistrate Court** along with their attorney Mr. Jason Wyman of Womble, Bond, Dickson LLP. Due to evidence not being submitted as before on the day of filing, before the court date and during the hearing was not the fault of myself, as I was misinformed/denied submission by the Judge. The Judge dismissed with prejudice as my rights were compromised.

On 10.06.23, I filed, paid \$150 filing fee and submitted my Magistrate Appeal Civil Case, which was taken in by Clerk Mr. Sean. He advised me to **"Hand Deliver to Gantt Magistrate Judge Duckett and Respondent(s) Emerald Creek Apartments."** I asked Mr. Sean if I should deliver to Mr. Wyman being as he was their attorney on 9.19.23. He advised me not to, as this is a different court and they do not normally utilize the same attorney. I advised him I will do as he has directed, and I will return back next week to submit Notice of Delivery.

Enclosed you will find my Notice of Delivery that will be submitted to Magistrate Appeal Circuit Court next week. I advised you to be notified due to **Mrs. McCoubrey false harassment reporting and of "Do Not Trespass" against me. Unfortunately, she is continuing the same false claims as well as defaming of my character.**

Rather than confirm receipt of the said Order, she chose to email me a Notice of Cease and Desist, including the false reporting to GPD.

This is a Civil Case Matter not a Criminal Matter. I am demanding my name is removed for the **"Do Not Trespass"** GPD system as I do not hold a threat to anyone. I am exercising my Citizen's Civil Rights as I was the victim, having been misled by **Emerald Creeks Apartments "Bait & Switch"** tactics of renting a unit in their **Brand-New Luxury Apartments in the Community of Greenville.**

If you are the improper Person in Charge of Emerald Creek Apartments Zone, please forward to the correct person and cc: at my email address. If you are indeed the proper Person in Charge, then I thank you in advance for your assistance and time.

Should you have any questions, please do not hesitate to contact me.

Respect Given Always,

Miss Tonya Ellington

cc: Greenville County Common Pleas/Magistrate Appeal Civil Court (Hand Delivery)



Scan_20231007 (2).jpg
1.6MB



Notice of Hand Delivery Magistrate Appeal 100623.pdf
148.3kB

Re: Notice of "False Harrassment Reporting "Do Not Trespass" Reported by Emerald Creek Apartments RPM Traci McCoubrey against Former Resident Tonya Ellington "Civil Matter not a Criminal Matter."

From: Jessica Crawford (jncrawford@greenvillesc.gov)

To: tonyae411@yahoo.com

Date: Monday, October 9, 2023 at 03:55 PM EDT

Good evening Ms. Ellington,

I received your email but I've been out sick since Saturday. Sgt. Franco mentioned he spoke with you & you were emailed by the apartment complex that they were in contact with me to put you on trespass?

I know nothing about this, I have never had contact with anyone out there since they have been established. Sgt Franco also checked & says there is no record of you being on trespass.

I will follow up with you when I return to work Wednesday. Can you forward me the email they sent you ?

Sent from my iPhone

On Oct 7, 2023, at 1:51 PM, Tonya E. <tonyae411@yahoo.com> wrote:

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Greetings Lt. Jessica Crawford,

I hope this email finds you, yours and the entire GPD. I am not pleased with having to take time out of your busy schedule to report a False Reporting of Harassment conducted by Emerald Creeks Apartments, RPM Traci McCoubrey. I, Miss Tonya Ellington, is a former resident which was forced to move out due to retaliations, gang bullying, and harassment from Mrs. McCoubrey and two of her Employees named Dana Pomeroy, Groundkeeper Supervisor and Mike (unknown last name), Maintenance Supervisor.

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Enclosed you will find my Notice of Delivery that will be submitted to Magistrate Appeal Circuit Court next week. I advised you to be notified due to **Mrs. McCoubrey false harassment reporting and of "Do Not Trespass" against me. Unfortunately, she is continuing the same false claims as well as defaming of my character.**

Rather than confirm receipt of the said Order, she chose to email me a Notice of Cease and Desist, including the false reporting to GPD.

This is a Civil Case Matter not a Criminal Matter. I am demanding my name is removed for the **"Do Not Trespass"** GPD system as I do not hold a threat to anyone. I am exercising my Citizen's Civil Rights as I was the victim, having been misled by **Emerald Creeks Apartments "Bait & Switch"** tactics of renting a unit in their **Brand-New Luxury Apartments in the Community of Greenville.**

If you are the improper Person in Charge of Emerald Creek Apartments Zone, please forward to the correct person and cc: at my email address. If you are indeed the proper Person in Charge, then I thank you in advance for your assistance and time.

Should you have any questions, please do not hesitate to contact me.

Respect Given Always,

Miss Tonya Ellington

cc: Greenville County Common Pleas/Magistrate Appeal Civil Court (**Hand Delivery**)

<Scan_20231007 (2).jpg>

<Notice of Hand Delivery Magistrate Appeal 100623.pdf>

RE: Notice

From: Jessica Crawford (jncrawford@greenvillesc.gov)

To: tonyae411@yahoo.com

Date: Thursday, October 12, 2023 at 03:02 PM EDT

Ms. Ellington,

I apologize, I didn't make it to work Wednesday but have returned today. You are not on Trespass from that location. In order for us to place you on trespass, the officer is required to advise you of such, along with the consequences for returning. You would need to be at the location as well, we do not issue trespass notices over the phone. There would need to be a report on file, and there is none.

I apologize I am unable to assist you any further in this matter. This is a civil matter and I hope you can get everything resolved soon.

From: Tonya E. <tonyae411@yahoo.com>
Sent: Monday, October 9, 2023 4:41 PM
To: Jessica Crawford <jncrawford@greenvillesc.gov>
Cc: T E. <tonyae411@yahoo.com>
Subject: Fw: Notice

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Good evening, Lt. Crawford,

First, I pray for a speedy and full recovery. Thank you taking the time to respond to me in the midst of your recovery. I also want to thank you and Sgt. Franco for your services, patience's and understanding for the purpose of my visit. The both of you are truly appreciated.

Enclosed you will find the email I was sent by Emerald Creeks Apartment, RPM Traci McCoubrey and my response. I have since blocked her from emailing me with any further false accusations. I did submit my Notice of Service, before visiting the City of Greenville Law Enforcement Building.

If I need to provide any additional information, please do not hesitate to contact me. My telephone number is 862.777.5216.

In the meantime, please get your needed rest and feel better.

Respect Given Always,
Miss Tonya Ellington

----- Forwarded Message -----

From: Tonya E. <tonyae411@yahoo.com>

To: "traci_mccoubrey@edwardree.com" <traci_mccoubrey@edwardree.com>

Cc: T E. <tonyae411@yahoo.com>

Sent: Saturday, October 7, 2023 at 07:52:04 AM EDT

Subject: Re: Notice

Traci McCoubrey,

Confirmation of receipt.

I exercised my rights by court of law. On, 10.6.23 approximately 4:41 P.M., I arrived to hand deliver my Notice of Civil Appeal after hand delivering Magistrate Court Judge Duckett as court ordered.

I will hand deliver this notice to be included in my case of false accusation of my character and interactions with you and your named employees in my case.

Be advised this notice serves as documentation of a pattern of harassment and unfounded accusations from you. This is notice to you that you must immediately cease and desist these harassing activities against and towards myself.

Respect Given Always,

Miss Tonya Ellington, Appellate

Sent from Yahoo Mail on Android

On Fri, Oct 6, 2023 at 5:20 PM, Traci McCoubrey

<Traci.McCoubrey@edwardrose.com> wrote:

Cease and Desist Order

Tonya Ellington,

Please be advised, this notice serves as documentation of a pattern of harassment and unfounded accusations from you. This is notice to you that you must immediately cease and desist these harassing activities against and towards myself as well as:

Emerald Creek Apartments, and their personnel

Edward Rose and Sons, and their personnel

Edward Rose Associates, Inc., and their personnel

Your actions are unwanted, unwelcome, and infringe upon my right to remain free from harassment. As a result of your harassment and defamation of character, appropriate legal action may be taken against you, as well as all available damages and remedies. I demand that you cease and desist from this activity immediately and revoke any such slander, defamation of character or any other attempts to harass or cause harm to myself, the business, my/our professional reputation, my/our personal character.

Additionally, Greenville Police have been notified that you are on a Do Not Trespass order.



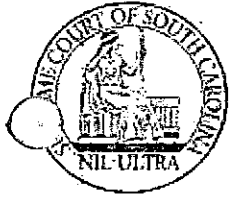
Traci McCoubrey | Regional Manager, Bloomfield Hills

38525 Woodward Avenue | P.O. Box 2012

Bloomfield Hills, MI 48304

Phone: (248) 686-5301 || Fax: (248) 686-5400

Confidentiality Notice: This transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential, or otherwise protected from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Please do not read, copy, or use it, and do not disclose it to others. Please notify the sender of the delivery error by replying to this message and then delete it from your system. Thank you.



Greenville County 13th Judicial Circuit Public Index



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Search By...Court Type All Courts ▼ Court Agency All Agencies ▼

Case # 2023cv2311002593 Case Type All Case Types ▼ Case SubType All Case Sub-Types ▼

Last Name/Business Party Type All ▼ First Middle Suffix

Action Type All Actions ▼ CDR Code

Indictment #

Date Type ▼ Beginning Ending

Tax Map# From Through

Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☐ All ☐ Judgment For ☐ Judgment Against

Search	Reset Search Fields	Name Search Option ☒ Begins With ☐ Contains							
Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Ellington, Tonya	Plaintiff	2023CV2311002593	07/07/2023	Pending		Civil	Summons & Complaint		Gantt - Summary Court
Se Edward Assoc. Llc/ Edward Rose Assoc. LLC (emerald Cree	Defendant	2023CV2311002593	07/07/2023	Pending		Civil	Summons & Complaint		Gantt - Summary Court

Greenville County Common Pleas

Clerk : Brice Garrett Greenville County Clerk Of Court
305 East North Street
Greenville, SC 29601-2120
Phone:(864) 467-8551

Received From: Ellington, Tonya
P.O. Box 1623
Greer, SC 29652

Date: 10/ 6/2023
Receipt #: 436889
Clerk: MORRISB

Paying for: Self
Transaction Type: Payment

Payment Type: Cash \$150.00
Total Paid: \$150.00

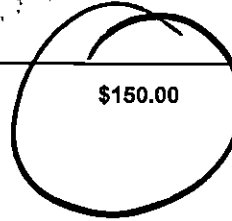
Reference #:
Comment:
Non-Refundable

Total Received: \$150.00
Change Due: \$0.00

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

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2023CP2305194	Tonya Ellington VS Rose Edward Assoc Inc	\$150.00	\$150.00	\$0.00
CVFFCN	Civil Filing Fee County 44%/100%	\$43.00	\$43.00	\$0.00
CVFFST	Civil Filing Fee State 56%	\$56.00	\$56.00	\$0.00
GCB	Greenville County Bar	\$1.00	\$1.00	\$0.00
SCJDPV	SCJD Filing Fee Proviso \$50 / \$25	\$50.00	\$50.00	\$0.00
Total Cases: 1		\$150.00	\$150.00	\$0.00

\$150.00



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Tonya Ellington

Appellant(s)

vs.

Rose Edwards Assoc Inc.
Emerald Creek Apartment

Respondent(s)

Submitted By: Tonya Ellington (Appellant)

Address: P. O. Box 1623
Greer, SC 29652

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP - 23-

2023-CP-23-

0594

SC Bar #:

N/A

Telephone #:

N/A

Fax #:

N/A

Other:

N/A

E-mail:

N/A

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. 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.

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. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts

- ☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case =
20 -NI-
☐ Notice: File Med Mal (230)
☐ Other (299)

Torts - Personal Injury

- ☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399)

Real Property

- ☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Administrative Law/Relief

- ☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Judgments/Settlements

- ☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799)

Appeals

- ☐ Arbitration (900)
☒ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex/Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
☐ Pre-Suit Discovery (670)

Submitting Party Signature:

Tonya Ellington

Date:

10/06/23

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

CASE NO.:

Tonya Ellington

2023-CP-23-05194

Plaintiff(s),

vs.

2023 CV 2311002593

Emerald Creek Apt

Rose Edwards Assoc LLC

Defendant(s).

See Attachment

23 OCT 6 PM 3:58
Brice Garrett CDC GUL SC

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

CASE NO.: 2023-CP-23-05194

Tonya Ellington

Plaintiff(s),

vs.

Rose Edwards Assoc. et al
Traci McCoubrey

Defendant(s).

Certificate of Service

Enclosed -VIA Hand Delivery

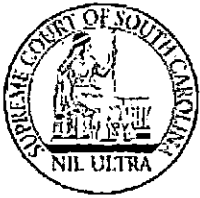
Gratt Summary Court

Emerald Creek Apts.

Additional- False Accusation email received by
RPM Traci McCoubrey, ~~and my response~~, and email
sent to zone 3 Lt. Jessica Crawford reporting
false police reporting by Traci McCoubrey as well as
demand my name to be removed as my purpose
of visit is a civil matter.

Tonya Ellington

10/9/23



Greenville County 13th Judicial Circuit Public Index



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Search By...Court Type All Courts Court Agency All Agencies

Case # Case Type All Case Types Case SubType All Case Sub-Types

Last Name/Business ellington First tonya Middle Suffix

Party Type All

Action Type All Actions CDR Code

Indictment #

Date Type Beginning Ending

Tax Map# From Through

Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☐ All ☐ Judgment For Judgment Against

Search	Reset Search Fields	Name Search Option ☒ Begins With ☐ Contains							
Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Ellington, Tonya	Appellant	<u>2023CP2305194</u>	10/06/2023	Appeal		Appeal	Magistrate Civil 910		Greenville County Common Pleas
Ellington, Tonya	Plaintiff	<u>2023CV2311002593</u>	07/07/2023	Appeal Return Issued	09/19/2023	Civil	Summons & Complaint		Gantt - Summary Court

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Retrieved from online Database
Court Date Set 1/8/23 @ 2:00 pm for
15 minutes.



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Switch View

Tonya Ellington VS Rose Edwards Assoc Llc , defendant, et al

Case Number:	2023CP2305194	Court Agency:	Greenville County Common Pleas	Filed Date:	10/06/2023
Case Type:	Appeal	Case Sub Type:	Magistrate Civil 910	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant		10/06/2023
☒ Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant Pro Se		10/06/2023
☒ Emerald Creek Apt					Respondent		10/09/2023
☒ Emerald Creek Apt					Respondent Pro Se		10/09/2023
Gantt Summary Court	1103 White Horse Road Greenville SC 29605				Unspecified		10/09/2023
☒ Rose Edwards Assoc Llc	301 Fairforest Way Greenville SC 29607				Respondent Pro Se		11/16/2023
☒ Rose Edwards Assoc Llc					Respondent		10/09/2023
☒ Wyman, Jason David	550 South Main Street Suite 400 Greenville SC 29601				Respondent Attorney		11/02/2023



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Switch View					
Tonya Ellington VS Rose Edwards Assoc Llc , defendant, et al					
Case Number:	2023CP2305194	Court Agency:	Greenville County Common Pleas	Filed Date:	10/06/2023
Case Type:	Appeal	Case Sub Type:	Magistrate Civil 910	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials							
Click the  icon to show associated parties.							
Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
 Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant		10/06/2023
Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant Pro Se		10/06/2023
 Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant Pro Se		10/06/2023
Ellington, Tonya	P.O. Box 1623 Greer SC 29652				Appellant		10/06/2023
 Emerald Creek Apt					Respondent		10/09/2023
 Emerald Creek Apt					Respondent Pro Se		10/09/2023
Emerald Creek Apt					Respondent		10/09/2023
Gantt Summary Court	1103 White Horse Road Greenville SC 29605				Unspecified		10/09/2023
 Rose Edwards Assoc Llc	301 Fairforest Way Greenville SC 29607				Respondent Pro Se		11/16/2023
Rose Edwards Assoc Llc					Respondent		10/09/2023
 Rose Edwards Assoc Llc					Respondent		10/09/2023
Rose Edwards Assoc Llc	301 Fairforest Way Greenville SC 29607				Respondent Pro Se		11/16/2023
Wyman, Jason David	550 South Main Street Suite 400 Greenville SC 29601				Respondent Attorney		11/02/2023
 Wyman, Jason David	550 South Main Street Suite 400 Greenville SC 29601				Respondent Attorney		11/02/2023
Emerald Creek Apt					Respondent		10/09/2023
Rose Edwards Assoc Llc					Respondent		10/09/2023



Greenville County 13th Judicial Circuit Court Rosters



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Court Agency	23002	Judge	Morgan	Roster Description	NON-JURY MOTIONS - January 8-12, 2024 - Judge G.D. Morgan, Jr.
Roster Type	Motion	Roster Begin Date	01/08/2024	Roster End Date	01/12/2024
Roster Id	367	Roster Begin Time	9:30 AM		

Attorney Bar Number	Case #	Filed From	Filed Thru	Search	Print Version						
#	Scheduled Date	Start Time	Duration Hrs:Mins	Description	Filing Party	Filed Date	Case / Case Caption	Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
1	01/08/2024	9:30 AM	0:30	Plt/Bill Patrick/Motion to Enforce Settlement	Bill Patrick-PLT	09/05/2023	2022CP2305414 Bill Patrick vs. Lakeview D&D LLC , defendant, et al	Relief 820	Steven Edward Buckingham (864) 735-0832	Zachary Lee Weaver (864) 743-8900	1 day
2	01/08/2024	9:30 AM	0:20	Plt/Carl Holden/Motion/Appointment of Receiver	Carl Holden-PLT	11/16/2023	2023CP2306005 Carl Holden vs. James Pittman , defendant, et al	Breach of Cont 140	M. Stokely Holder (864) 335-8808		
3	01/08/2024	10:30 AM	0:30	Def's/Motion to Dismiss and/or Judgment on the Pleadings	WCM Global Wealth LLC-DEF	09/07/2023	2023CP2303710 Kenyon Wells , plaintiff, et al vs. Erik C Weir , defendant, et al	Special-Comp/Oth 699	Robert Walker Humphrey II (843) 619-4426 Hunter Ray Pope (803) 445-9555 Mitchell Willoughby (803) 252-3300	Keith D. Munson (864) 249-7111	
4	01/08/2024	10:30 AM	0:30	Plt's/Motion for Default Judgment/Damages Hearing	Columbia Flag and Sign Company LLC-PLT	11/16/2023	2023CP2304981 Columbia Flag and Sign Company LLC vs. ML Builders LLC	Breach of Cont 140	John Whitfield Davidson (803) 540-2023		
5	01/08/2024	11:30 AM	0:15	Def/Greenville Co Sheriffs Office/Motion to Dismiss	Sheriffs Office Greenville County-DEF	10/23/2023	2023CP2304163 Jacqueline Acosta , plaintiff, et al vs. Pickens City Of , defendant, et al	Person Inj/Other 399	Joshua Snow Kendrick (864) 760-4000 Christopher Shannon Leonard (803) 667-3186	Stacey Todd Coffee (864) 226-1910 P. Christopher Smith Jr. (864) 232-4400 Patrick L. Still III (864) 331-8940 James P. Walsh (864) 232-4400	
6	01/08/2024	11:30 AM	1:0	Def/City of Greer/Motion to Dismiss/12 (B) (6)	Greer City Of-DEF	10/27/2023	2023CP2304163 Jacqueline Acosta , plaintiff, et al vs. Pickens City Of , defendant, et al	Person Inj/Other 399	Joshua Snow Kendrick (864) 760-4000 Christopher Shannon Leonard (803) 667-3186	Stacey Todd Coffee (864) 226-1910 P. Christopher Smith Jr. (864) 232-4400 Patrick L. Still III (864) 331-8940 James P. Walsh (864) 232-4400	
7	01/08/2024	2:00 PM	0:30	Def/Rodney Grandy/Motion to Dismiss	Rodney Leon Grandy III-DEF	11/07/2023	2023CP2305183 Hamilton International Lc vs. Rodney Leon Grandy III	Fraud/Bad Faith 150	Bernie W. Ellis (864) 271-4940 Glenn Wade Leach III (803) 753-3256	Lauren Sharpton Price (864) 451-7038 Lewis W. Tollison III (864) 451-7038	
8	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	Lvnv Funding Llc-PLT	11/09/2023	2023CP2301317 Lvnv Funding Llc vs. Christopher Gill	Debt Collection 110	Sharonda James (843) 588-1349		
9	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	Lvnv Funding Llc-PLT	11/09/2023	2023CP2303982 Lvnv Funding Llc vs. Django L Da Ponte	Debt Collection 110	Sharonda James (843) 588-1349		
10	01/08/2024	2:00 PM	0:30	Plt's/Motion for Summary Judgment	John Tinsley-PLT	11/09/2023	2023CP2301856 John Tinsley vs. Ronald Lee Minton	Contract/General 130	Rhett D. Burney (864) 228-1616	Susan P. Ingles (864) 679-3244	
11	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	LVNV Funding LLC-PLT	11/09/2023	2023CP2304702 LVNV Funding LLC vs. Diego Cueta	Debt Collection 110	Sharonda James (843) 588-1349 Michael Brittain Travis (843) 573-4350	Diego Cueta (864) 451-0276	
12	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	Lvnv Funding Llc-PLT	11/09/2023	2023CP2305210 Lvnv Funding Llc vs. Zahada Galloway	Debt Collection 110	Sharonda James (843) 588-1349 Michael Brittain Travis (843) 573-4350	Zahada Galloway	
13	01/08/2024	2:00 PM	0:15	Def/John Herrmann/Motion to Dismiss	John A Herrmann Jr -DEF	11/10/2023	2022CP2306443 Judy Lee Koch Gulotty vs. John A Herrmann Jr	Person Inj/Other 399	Townes Boyd Johnson III (864) 757-4899	James Edward Cox Jr. (864) 242-8212	
14	01/08/2024	2:00 PM	0:30	Plt/Stantec Consulting/Motion to Compel Discovery	Stantec Consulting Services Inc-PLT	10/03/2023	2022CP2306138 Stantec Consulting Services Inc vs. Flatiron Constructors Inc , defendant, et al	Person Inj/Other 399	Brannon Jones Arnold (404) 876-2700 Ross G Bundschuh (404) 876-2700 Ross D Ginsberg (404) 876-2700 Jefferson Collier Jones (843) 577-1242 Joseph Alexander Prescott (404) 586-7048	Matthew Elliott Cox (704) 334-3459 Eugene Ford Rash (704) 335-5019	
15	01/08/2024	2:00 PM	0:30	Def's/Motion to Stay & Consolidate	Flatiron Constructors Inc-DEF	10/31/2023	2022CP2306138 Stantec Consulting Services Inc vs. Flatiron Constructors Inc , defendant, et al	Person Inj/Other 399	Brannon Jones Arnold (404) 876-2700 Ross G Bundschuh (404) 876-2700 Ross D Ginsberg (404) 876-2700 Jefferson Collier Jones (843) 577-1242	Matthew Elliott Cox (704) 334-3459 Eugene Ford Rash (704) 335-5019	

16	01/08/2024	2:00 PM	0:15	Def/G'ville Arms Apart/Motion to Compel Discovery Responses	Greenville Arms Apartments Lic-DEF	11/13/2023	2023CP2300778 Crystal Silver vs. Greenville Arms Apartments Lic, defendant, et al	Premises Liab 330	Natalie Dalrymple (800) 899-5750	Joseph DuRant Thompson III (843) 720-3469	
17	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	Onemain Financial Group LLC-PLT	11/14/2023	2023CP2302957 Onemain Financial Group LLC vs. Kristen R Sands	Debt Collection 110	Nancy Carol Fennell (803) 553-1772 Christopher John Neeson (704) 290-9124	Kristen R Sands	
18	01/08/2024	2:00 PM	0:15	Plt's/Motion for Summary Judgment	Onemain Financial Group LLC-PLT	11/14/2023	2023CP2301177 Onemain Financial Group LLC vs. Martha C Mesa	Debt Collection 110	Nancy Carol Fennell (803) 553-1772 Christopher John Neeson (704) 290-9124	Martha C Mesa	
19	01/08/2024	2:00 PM	0:15	Def/Kiewanna Scott/Motion to Dismiss for Improper Service	Kiewanna Scott-DEF	11/14/2023	2023CP2301179 Portfolio Recovery Associates LLC vs. Kiewanna Scott	Debt Collection 110	Sharonda James (843) 588-1349 Michael Brittain Travis (843) 573-4350	Kiewanna Scott (864) 310-3171	
20	01/08/2024	2:00 PM	0:15	Motion/Appeal	Kijana Thomas-APL	10/03/2023	2023CP2305119 Kijana Thomas VS Tribute Verdae	Magistrate Civil 910	Kijana Thomas (864) 508-7468	Gantt Summary Court Tribute Verdae	
21	01/08/2024	2:00 PM	0:15	Motion/Appeal	Tonya Ellington-APL	10/06/2023	2023CP2305194 Tonya Ellington VS Emerald Creek Apt Assoc, defendant, et al	Magistrate Civil 910	Tonya Ellington	Emerald Creek Apt Gantt Summary Court Rose Edwards Assoc, LLC Jason David Wyman (864) 255-5421	
22	01/08/2024	2:00 PM	0:15	Motion/Appeal	Karen Dinkins-APL	10/20/2023	2023CP2305461 Karen Dinkins VS Brookside Pointe Apartments	Magistrate Civil 910	Karen Dinkins (803) 316-2613	Brookside Pointe Apartments North Greenville Summary Court	
23	01/08/2024	2:00 PM	0:15	Plt/Avery Miller/Motion for Damages	Avery Miller-PLT	11/16/2023	2023CP2303503 Avery Miller vs. Fairview Of Simpsonville LLC, defendant, et al	Personal Injury 350	Trevor Penrose Eddy (803) 250-5402		
1	01/09/2024	9:30 AM	0:15	Motion/Approval of Structured Settlement	Stone Street Originations Lic-TRE	11/15/2023	2023CP2305859 Application of Stone Street Originations Lic and Timothy Shelby for Approval of Structured Settlement Payment Rights	App/Trans/Rts (760)	G. Rob'n Alley (803) 252-6323 x102		
2	01/09/2024	10:30 AM	0:30	Plt's/Motion/Damages hearing as to Promedica Health System	Doug Sanders-PLT	10/24/2023	2023CP2304417 Doug Sanders, plaintiff, et al vs. Oakmont East Greenville Sc LLC, defendant, et al	Medical Malpractice 220	Stefan Bjorn Feidler (843) 790-9015	Mary Agnes Hood Craig (843) 577-4435 Ellore A. Ganes (843) 577-4435 Jean Marie Jennings (843) 577-1217 Maryrose Pritchard Williamson (843) 577-1230	
3	01/09/2024	10:30 AM	0:30	Def's/Motion to Compel Arbitration/Dismiss	Oakmont East Greenville Sc LLC-DEF	10/25/2023	2023CP2304417 Doug Sanders, plaintiff, et al vs. Oakmont East Greenville Sc LLC, defendant, et al	Medical Malpractice 220	Stefan Bjorn Feidler (843) 790-9015	Mary Agnes Hood Craig (843) 577-4435 Ellore A. Ganes (843) 577-4435 Jean Marie Jennings (843) 577-1217 Maryrose Pritchard Williamson (843) 577-1230	
4	01/09/2024	10:30 AM	0:30	Plt's/Motion for Default Judgment	Greer Flooring Center Inc-PLT	11/16/2023	2023CP2300761 Greer Flooring Center Inc vs. Red Clay Development LLC, defendant, et al	Breach of Cont 140	Wesley Benjamin Lambert (864) 235-5535		
5	01/09/2024	11:30 AM	0:30	Def's/Hunt & Gibson's/Motion to Dismiss	Michael Hunt-DEF	08/16/2023	2023CP2302900 Otis Owens vs. Michael Hunt, defendant, et al	Personal Injury 350	Joshua Thomas Hawkins (864) 275-8142 Ethan Lee Jedziniak (864) 275-8142 Helena LeeAnn Jedziniak (864) 275-8142	William H. Davidson II (803) 806-8222 Andrew F. Lindemann (803) 881-8920 William Walton Silverman (919) 987-2206	
6	01/09/2024	11:30 AM	0:20	Def's/Hunt & Gibson's/Motion to Change Venue	Michael Hunt-DEF	08/16/2023	2023CP2302900 Otis Owens vs. Michael Hunt, defendant, et al	Personal Injury 350	Joshua Thomas Hawkins (864) 275-8142 Ethan Lee Jedziniak (864) 275-8142 Helena LeeAnn Jedziniak (864) 275-8142	William H. Davidson II (803) 806-8222 Andrew F. Lindemann (803) 881-8920 William Walton Silverman (919) 987-2206	
7	01/09/2024	11:30 AM	0:15	Def's/Motion for Protection Order/Stay Discovery	Michael Hunt-DEF	08/24/2023	2023CP2302900 Otis Owens vs. Michael Hunt, defendant, et al	Personal Injury 350	Joshua Thomas Hawkins (864) 275-8142 Ethan Lee Jedziniak (864) 275-8142 Helena LeeAnn Jedziniak (864) 275-8142	William H. Davidson II (803) 806-8222 Andrew F. Lindemann (803) 881-8920 William Walton Silverman (919) 987-2206	
8	01/09/2024	11:30 AM	0:30	Def's/Hunt & Gibson/Motion to Dismiss Amended Complaint	Michael Hunt-DEF	09/01/2023	2023CP2302900 Otis Owens vs. Michael Hunt, defendant, et al	Personal Injury 350	Joshua Thomas Hawkins (864) 275-8142 Ethan Lee Jedziniak (864) 275-8142 Helena LeeAnn Jedziniak (864) 275-8142	William H. Davidson II (803) 806-8222 Andrew F. Lindemann (803) 881-8920 William Walton Silverman (919) 987-2206	
9	01/09/2024	11:30 AM	0:15	Plt/Otis Owens/Motion for Summary Judgment	Otis Owens-PLT	09/19/2023	2023CP2302900 Otis Owens vs.	Personal Injury 350	Joshua Thomas Hawkins (864) 275-8142	William H. Davidson II (803) 806-8222	

							Michael Hent , defendant, et al		Ethan Lee Jedziniak (864) 275-8142 Helena LeeAnn Jedziniak (864) 275-8142	Andrew F. Lindemann (803) 881-8920 William Walton Silverman (919) 987-2206	
10	01/09/2024	2:00 PM	0:15	Motion/Appeal	Kwam Williams- APL	10/03/2023	2023CP2305116 Kwam Williams VS Pm People	Magistrate Civil 910	Kwam Williams (864) 395-7529	Gantt Summary Court Pm People	
11	01/09/2024	2:00 PM	0:15	Motion/Appeal	Lori Lockey- APL	06/15/2023	2023CP2303026 Lori Lockey , plaintiff, et al VS South Carolina State Of	Magistrate Crim 920	Kandi Bowman (864) 270-5030 Lori Lockey (864) 318-0406	Christopher R Antley (864) 467-7110 Mitchell K. Byrd Sr. (864) 331-9630 North Greenville Summary Court	
12	01/09/2024	2:00 PM	0:15	Motion/Appeal	Brianna Young- APL	10/03/2023	2023CP2305106 Brianna Young VS Stonestrow Apartment Home	Magistrate Civil 910	Brianna Young (864) 432-4430	Gantt Summary Court Jonathan Mark Knicely (803) 255-9593 Stonestrow Apartment Home	
13	01/09/2024	2:00 PM	0:15	Motion/Appeal	Candice Tuft- APL	09/18/2023	2023CP2304757 Candice Tuft VS Eagle Trace Apartment	Magistrate Civil 910	Candice Tuft	Eagle Trace Apartment Gantt Summary Court	
14	01/09/2024	2:00 PM	0:15	3rd Party Def/Mogard/Motion to Dismiss 3rd Party Complaint	Cindy Boudreaux- PLT	11/16/2023	2023CP2303437 Cindy Boudreaux vs. Pi Mu Lc	Breach of Cont 140	Devon Marc Puriefoy (864) 331-1751 Kimberly Truluck Thomason (864) 331-1751	Adam Crittenden Bach (864) 236-5013 Matthew Aaron Hughes (864) 901-5693	
15	01/09/2024	2:00 PM	0:15	Plt/Cindy Boudreaux/Motion to Dismiss 3rd Party Complaint	Cindy Boudreaux- PLT	11/16/2023	2023CP2303437 Cindy Boudreaux vs. Pi Mu Lc	Breach of Cont 140	Devon Marc Puriefoy (864) 331-1751 Kimberly Truluck Thomason (864) 331-1751	Adam Crittenden Bach (864) 236-5013 Matthew Aaron Hughes (864) 901-5693	
1	01/10/2024	9:30 AM	0:15	Def/Greenville City/Motion for Protection/to Quash	Greenville City Of-DEF	11/16/2023	2022CP2301541 Richard Neely vs. Greenville City Of , defendant, et al	Assault/Battery 370	Fletcher N. Smith Jr. (864) 232-6541	Adam Crittenden Bach (864) 236-5013 Emily R. Godwin (864) 236-5013	
2	01/10/2024	10:30 AM	0:15	Defs/Tiger Ent & Trading Motion/Protection from Discovery	Tiger Enterprises & Trading Inc-DEF	07/28/2021	2020CP2301886 ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc ; defendant, et al	Fraud/Bad Faith 150	Jason James Andrighetti (864) 370-8222	Steven Edward Buckingham (864) 735-0832 Wesley D. Few (864) 527-5906	
3	01/10/2024	10:30 AM	0:30	3rd Party Def/Dixon/Motion/Protection from Discovery	ARO D Enterprises LLC-PLT	10/06/2023	2020CP2301886 ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc ; defendant, et al	Fraud/Bad Faith 150	Jason James Andrighetti (864) 370-8222	Steven Edward Buckingham (864) 735-0832 Wesley D. Few (864) 527-5906	
4	01/10/2024	2:00 PM	0:15	Motion/Appeal	Mariy E Frazier Woodberry- APL	08/09/2023	2023CP2304058 Mariy E Frazier Woodberry VS Thirty Five Acres LLC	Magistrate Civil 910	Mariy E Frazier Woodberry (917) 951-4555	North Greenville Summary Court Thirty Five Acres LLC	
5	01/10/2024	2:00 PM	0:15	Motion/Appeal	Aamco-APL	10/11/2023	2023CP2305256 Aamco VS Brian Johnson	Magistrate Civil 910	Aamco (864) 283-0309	East Greenville Summary Court Brian Johnson	

STATE OF SOUTH CAROLINA)

IN THE MAGISTRATE COURT

COUNTY OF GREENVILLE)

Tonya Ellington)

2023-CP-23-05194

2023-CV-231100-2593

CIVIL CASE NUMBER

Appellant)

APPEAL RETURN

VS)

Rose Edwards Associates LLC)

c/o Emerald Creek Apts)

Respondent)

23 NOV 2 PM 10:06
Brice Barrett COC GUL SC

This matter was heard in the Greenville County Summary Court by Magistrate Judge Jacquelyn I. Duckett on September 19, 2023. Appellant, Tonya Ellington, filed a Summons & Complaint action alleging defendant, Emerald Creek Apartments represented by Attorney Jason Wyman & Reed Cornelison (Property Manager), had violated terms and conditions of her lease for a number of years and she was suing for recovery for "2 years difference of rent increase, pain & suffering, emotional distress, cleaning time, breach of lease, excessive access to unit, bullying, unethical behaviors, moving expenses and retaliation".

After all parties were sworn in, Appellant presented her substantial amount of evidence of pictures, documents, e-mails, and online google reviews of the apartment complex. Appellant testified for 50 minutes continuously in reference to Emerald Creek advertising as a luxury apartment complex but yet they were dishonest. Appellant stated she was not able to see property in person prior to her moving just only on the Emerald Creek website where she was deceived. Appellant testified that prior management, "Allison Morgan, was not responsible for the deception because her job was to promote the property but she has since been fired as of 08/05/22". Appellant asserted after moving to Emerald Creek Apartments to "regain peace of mind after enduring on the job injuries" she deemed

X WAS NOT GIVEN THE OPPORTUNITY to Submit during court. Judge Duckett would not TAKE IT. She only had in her presence w/ Jason provided (3) leases + my email which was altered by

All documents submitted in Appeal were NOT defendant. Given As I was from KLF could 3X

Appellant testified she was presenting her "authentic self" to the court numerous times while stating she was *forced out of her rental unit at Emerald Creek* after being an occupant for several years. Appellant claimed many repairs were *not* done to "her satisfaction" and the management retaliated after she complained to Dennis Garrison, Code Enforcement Officer, with the City of Greenville about the property. Appellant stated Dennis Garrison was invited to come view the numerous complaints she had made without proper remedy by Emerald Creek management but also stated Mr. Garrison reviewed allegations but he never returned nor inquired again. Appellant complained of "dog feces" on property on numerous occasions that were not cleaned up to her satisfaction due to maintenance just picking up feces and rinsing concrete only. Testimony presented in reference to "bird poop and bird nests" that appeared outside her door on posts, dirty handrails which she almost fell down stairs being on a tenant on the 3rd floor because they were so dirty she refused to touch them for balance, spider webs outside corridors of her apartment unit and bugs hovering around light fixtures which management ignored. Appellant also complained of the management cutting back on snacks to residents which she deemed a bait & switch tactic. Appellant stated management made repairs as demanded but took too long and never thoroughly completed the repairs. Appellant complained of the landscaping around the surrounding property was not being "properly maintained by a professional but just a groundkeeper person". Appellant stated even after vacating her rental unit at Emerald Creek she has since been back as a "private investigator" recording more pictures, videos and notating their unkempt property. Appellant testified she is due to be reimbursed for her moving expenses to Emerald Creek back in 2020 and many other infractions including the air quality in her rental unit, fire extinguishers not being serviced, building sprinkler inspection not updated and the Emerald Creek newsletter stating they care about the safety of their residents that she deemed all breaches. Appellant stated her damages were in excess of \$11000.00 but she would settle for a reduced amount of

Attorney Jason Wyman for the Respondent rebutted and denied Appellant's allegations and expressly confirmed that the Appellant had never listed a cause of action in her filing as required by law that would allow for a legal remedy. Attorney Wyman also notated that the Appellant had suffered no damages and that Emerald Creek had even allowed Appellant to vacate early at her own request without any penalties of an imposed early termination fee after 3 years of tenancy. Attorney showed proof that Appellant had renewed her lease over & over for years but at the end of her tenancy for the 2023 term Emerald Creek sent notice declining to renew her lease for a third time. During this time an agreement was met by both parties that Appellant would be allowed to vacate early on her own and Appellant even "thanked management for correcting the wrongdoings". Appellant was granted relief to depart without penalties as both parties had agreed upon and left property without further provocation.

In addition, Attorney Wyman made exception to all the complaints asserted by Appellant duly noting that Emerald Creek always acted and remained in compliance with their contractual obligations and Emerald Creek had a right to deny further tenancy by not renewing Appellant's lease once again as owners of the property.

Court ruled that the Appellant failed to state a claim upon which relief could be granted by the Respondent nor proved or suffered any legal damages, injuries or losses. Appellant's testimony existed mainly of her opinions, personal perspectives and expectations. Attorney moved for Dismissal with Prejudice and after considering all testimony, arguments of both parties, the court granted the motion. Therefore, the Summons and Complaint was formerly Dismissed with Prejudice by the court.

Respectively Submitted,

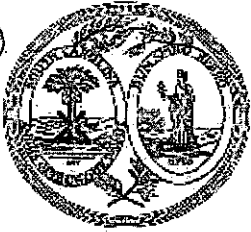


Honorable Jacquelyn I. Duckett
Magistrate Court Judge
Gantt - Summary Court

so this is because I was misinformed of being about or submit additional evidence on my entire handwritten Complaint given when I called Mrs Gantt to ensure the next step also during hearing. Judge Duckett violated her oath + took sides of EC. Had I known what I submitted by my APPEAR NO SIDES would have been taken. Justice would have been served. She never advised me I could appeal but Barry stated I can ever come back to file this claim again. Never mentioned about APPEAR

NOTICE OF MOTION SCHEDULING

November 16, 2023



Motion "MOTAPP - Motion/Appeal" for Case: 2023CP2305194 - Tonya Ellington VS Rose Edwards Assoc Llc., defendant, et al has been added to the following Motions Roster:

367 - NON-JURY MOTIONS - January 8-12, 2024 - Judge G.D.

Morgan, Jr.
This hearing of this motion has been scheduled for 1/8/2024 at 2:00 PM.

An in-person hearing in this case is SCHEDULED - DATE & TIME on Subject line above -
Location: Greenville County Courthouse, 305 East North Street, Greenville, SC 29601

****NO COURT REPORTER WILL BE PRESENT. PLEASE NOTE THAT THE WEBEX SYSTEM WILL BE RECORDING IN PLACE OF THE COURT REPORTER.****

**** MOVANT IS RESPONSIBLE TO NOTIFY OPPOSING COUNSEL AND PRO SE PARTIES. Check the online roster at <http://www.greenvillecounty.org/scjd/courtrosters/CONTINUANCE, RESOLVED, WITHDRAWN> - send detailed e-mail (copy opposing counsel/party) to Non-Jury Coordinator at: kwatford@greenvillecounty.org**

Mail Notice To:

Tonya Ellington
P.O. Box 1623

Greer, SC 29652

Court Info:

Greenville County Common Pleas
305 East North Street
Greenville County Courthouse
Greenville, SC 29601-2120

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864)467-8551

Respectfully,

Brice Garrett Greenville County Clerk Of Court
Clerk of Court

10.5.23

I, Miss Tonya Ellington, ("Appellant") filing an appeal from the Magistrate's Court Judge Jacquelyn Irby Duckett, dismissed with prejudice against Rose Edwards Assoc. LLC (Respondents) and associated entities on 9/19/23. My reasonings in believing my case was dismiss in error are due to my evidence not being submitted the day of filing on 7.7.23 and 9/19/23, I was not given a copy of my handwritten complaint and summons when filed on 7.7.23, conflicts of associations byway of Masons alliances, bias byway of overseeing majority Respondents Landlord/tenants cases resulting in being dismissed, as well as permitting the improper Respondents to accompany Respondents Attorney Jason Wyman based on the complaint and summons.

Exhibit D

**Please note, the Respondents answer to the initial complaint and summons, altered the original email I, the Appellant sent as well as the corresponding emails thereafter. I will list the exhibits by the order of the Respondent answers to the initial complaint. **

Here is my synopsis of what occurred the day of filing my complaint and summons and detail of events which begun the unforeseen retaliation, unethical behavior from Respondents listed, and why I was forced to move from my unit.

My initial complaint filed on 7/7/23 I was misinformed before submitting and pay the filing fee of \$80.00. I asked the clerk on duty would I be able to submit my evidence to my claim later being it was at home. She stated, "Yes." Upon completion of my handwritten complaint, I noted what I could at the time. Also, I was enduring pain in my right hand due to arthritis, extensive pain, and loss of mobility from my right shoulder to my hand. This is all related to my neck injury and failed one level ACDF surgery performed on 12.13.21. I am currently waiting for an approval for my now needed three level ACDF neck surgery. Before submitting and paying my filing fee, I asked the clerk on duty which was not the same person, upon my arrival, and she too advised me, I would be able to present my evidence later. She then advised me to wait for a letter from the Magistrate Court with the day and time of the hearing. I was not given a copy of my handwritten complaint. Exhibit 1

I did mention to the clerk about my unpredictable scheduling as I was dealing with my residency at Emerald Creek as well as dealing with my worker compensation matters regarding my injuries as well. I travel back and forth from my residency to New York as well as Charolotte, NC for physician appointments frequently. This is one of many reasons why I moved to Emerald Creek in hopes I would finally regain my peace until I overcame my matters with my disability.

I moved to Emerald Creek Apartments as it was advertised as a **Brand-New Luxury and Better Living Community in Greenville**. Instead, they conducted bait and switch. They promised the community along with the amenities to be completed by a certain time. Rather than being honesty they continued their deception by omission just to lure residents into signing their lease. Once, signed, then each resident endured and continue to endure their own personal nightmares. We were their personal unit inspectors by default. I must add, during my extensive research I discovered their business tactics are just as my complaint details within their over 130+

Exhibit
1 A

properties. They do not take accountability, falsely accuse the tenant of being hostile, abusive, evict tenants without proper cause by way of retaliation for rightfully requesting maintenance repairs which are never completed but bandaged and renege on returning security deposits and additional charges fee after ones move out.

I, was entertaining possibly moving into one of their over 55 communities, depending on the nature of my disabilities. After my endurance, pain, agony and falsely accusation of my character, I have been spared. *(Enclosed are reviews from BBB, Complaint Board, Yelp, and former and current residents on Google. Regional Property Manager Traci McCoubrey and several employees have violated Googles policy by writing reviews on behalf of Emerald Creek as being a conflict of interest.)* **Exhibit 2**

After receiving the Respondents, Attorney Jason Wyman package approximately 8.28.23, I called and left a voice message of confirmation of receipt. I, then called Gnatt Magistrate's Court and spoke with a court clerk. I identified myself and asked do I need to submit my evidence before the 9.19.23 hearing or on the day of. **She advised me I can bring my evidence the day of the hearing. Please note, I stated during the hearing several times of having pictures and emails to be seen and the judge did not accept.** Had I known this was going to be my fate, I would have waited an additional day to file and submit my complaint and summons with my evidences. Or returned the next day with my evidence to be included. Mr. Wyman did call me back later in the afternoon and we briefly spoke.

I, believe Judge Dockett, in good faith and the bylaws should have ordered the hearing to be rescheduled once, I mentioned in my opening, the Respondent Reed Cornelison was not the cause for me filing my complaint and summons. Mr. Cornelison was the Property Manager and the Assistant Property Manager Jessica (last unknown) was present for support, but did not speak. The person (s) which should have been present are **Mrs. Traci McCoubrey, Regional Property Manager, Dana Pomeroy (Groundkeeper Supervisor) and Mike (Last name unknown) Maintenance Supervisor.**

As the hearing begun, I asked the judge if I could be my authentic self to present my claim, she kindly granted my request. I tried to give a short detail to why I moved to Emerald Creek. At one point and several times afterwards during my presentation, Judge Duckett asked me why did I not move if I wasn't happy? I was thrown off as I clearly mentioned the events in life I was enduring. **(I also felt as if I was speaking with Traci McCoubrey, Regional Property Manager).** Again, I did not move there to move again until I was ready.

We were still dealing with COVID-19 Pandemic. I also resumed traveling back to NYC in early 2021 for my physicians' appointments. Soon after, I later begun traveling to Richmond, VA for Chiropractic treatment in late August 2021 into the first week of November 2021. I underwent my one level ACDF in New York on 12.13.21. My lease was up on 10.28.21 how can a person of my physical inability and enduring mental effects due to my conditions have the time to move? **By the judge emphasizing this question of why, I continued to renew my lease was an overkill.** She did not take into consideration of all I was enduring and all the world was enduring too. *Please note the judge only had the Respondents answer exhibits which consist of

exhibit 2
(A)

my lease from 2020 to 2021, 2021 to 2022 and 2022 to 2023 and an email I sent to Mr. Cornelison and Mrs. McCoubrey which was altered. *(I will enclose the email in its entirety and the emails that followed between Mrs. McCoubrey. Mr. Cornelison was removed from the correspondence from Mrs. McCoubrey and rightfully so. Mr. Cornelison did all he could do but the final decisions to all matters were concluded by Mrs. McCoubrey.)*

Exhibit 3

As I continued to speak with breaks of pauses as I lost train of thoughts, I advised her, I gave grace to the construction team and former employees entering my unit. I was always pleasant with them and they were in return. There were so many things claimed to have been completed, but were not. Being a brand-new community, I understand there will be some hiccups, but due to the units not being properly inspected for the safety of the residents, we (I) had to take the role of being the inspector and reporting the uprising issues. *(I will submit my work orders with pictures as an Exhibit.)*

Exhibit 4

Soon after, I began to present when my peace and enjoyment became a major issue. It begun in the early part of July 2022, when I had an unpleasant and unexpected experience with **Dana Pomeroy, Groundkeepers Supervisor**. As I reached the ground level of my corridor heading to my doctor appointment in Charlotte, NC I notice dog feces. **The corridor was also still dirty as this has been normal since, I became a resident. The second and third floors were always neglected.** I stopped in the office to advise the staff the findings. Dana, just so happened to be in the office at this time. I recall, telling him what I discovered and he promised to have the dog feces removed and the corridor cleaned.

The corridor has always been covered with pollen, construction dust with red dirt, spider webs, dead bugs, debris, garbage on ground floor, and dead bugs in light fixtures. This is a common area which Emerald Creek has violated. Just air blowing but leaving the conditions the same is not obeying the SC Landlord responsibilities. I must add the stair railings never been cleaned as it is to be used for residents as they needed. As a disabled resident having to walk up to the third floor, I was not able to hold onto the railings for an assistance. Thank God, I did not have a mishap walking up or down the stairs. I most definitely would have been injured. **I will enclose the email RPM Traci McCoubrey sent me in one of her hostile moments claiming my lease does not include the corridor. I must assume she is complying with Michigan laws and not South Carolina. **

Exhibit 4a

At this time, we both were cordial as, I did not have any issues with him at this time. I must say, he has been in my apartment several times and not once was I disrespectful. As a single woman of faith, I do not like random people in my home even if they are employees. My unit was not a museum.

Also, by this time as well, I was dealing with my ceiling leaking and not being repaired properly. It initially started leaking in late Nov. or early December 2020. Then again in January 2021 and again in March/April which lead into August 2022. All claimed have been fixed from 2020. *(Exhibits of work orders from 2020 to 2023 will be submitted. All repairs were not completed as you will find repeated orders after construction were done.)*

Exhibit 4b

Upon my return from Charlotte, NC, as I was entering my corridor, I discovered the dog feces

was removed but the corridor was still in the same condition. I returned to the clubhouse to inquiry the reasoning as Dana promised to handle both matters. I believe it was former employee Lauren that called him to the clubhouse to speak with me. He apparently assumed I would leave because he did not return to the clubhouse almost until one hour later. As I waited for him, I talked among the then Assistant Property Manager Allyson Morgan, Lauren (unknown last name) and I believe several others.

When he made his entrance, I jokingly asked, **"Dana, did you miss the corridor on purpose?"** He looked at me as if I did not exist. I continued in telling him the dog feces was removed, but the corridor was in the same condition. I am not sure if Dana was intoxicated or not, but he likes to smile at all the wrong timings. He began telling me about the spiderwebs and cobwebs at the Laurel Woods property which is the sister property across the street. I replied more times than I needed until he triggered me to come out of character, **"I do not live at Laurel Woods, why are you referring about across the street when I live here at Emerald Creek?"** He did mention something about Tuesday they clean the corridors. Well, even on Tuesdays, they are never were cleaned.

Instead of apologizing and taking accountability, he could have said, **"I didn't get a chance to send someone to complete that task. I will schedule someone to come through there tomorrow or the next day."** No, he continued talking about spiderwebs, cobwebs and everything else. Their slogan, "Better Living" has been determined to be just words without actions.

I noticed his right hand was bandaged up as well as a Mason ring on his ring finger. I then, inquired if he was a Mason. He smiled proudly and said, **"Yes."** I then stated, **"I have a lot of Masons and Eastern Stars in my family. I then asked him his rank and he replied, "32nd".** I replied, **"Oh you're still a secretary."** I continued saying, **"I know of several of my family members who are 33rd".** Then I said, **"Now I know why you're able to look at me as if I am non-existence."** He apparently felt some kind of way, for me telling the truth. Little did I know this was the begin of a personal attack, retaliation and false allegation of verbal abuse, and defamation of character against me.

I personally do not care what oaths other people take as it is their personal business. One's personal belief should remain outside of their place of employment. If his has an issue with a person of color asking him his affiliation as he wears it proudly on his finger, then he should not wear it at work. *"As history is repeating itself in our todays, I will not dismiss the fact that I felt he maybe be racist. As well as knowing the history of the organization not recognizing Black Masons into their Brotherhood."*

I called Traci at the Michigan office to discuss my interaction with Dana. The person I spoke with advised me she out of the office and actual traveling to Emerald Creek. I believe later that day, I either called Emerald Creek office or went into the clubhouse to request a conference with Traci during her visit.

I believe it was former leasing agent Lauren who took my request and scheduled a day and time. I arrived and Traci wasn't available. On 7.20.22, I returned to the clubhouse advising I had to

travel out of town trip for a doctor appointment 7.21.22, so I requested to meeting later this day. Upon my return after handling errands, I returned to the clubhouse to meet with Traci. This was my second time meeting her. She was not quite welcoming then as well.

Minutes after my arrival, she appeared and led us to the media room in the clubhouse. She was not quite welcoming as she seemed to be bothered rather than concerned. As we sat down, I first thanked her for taking the time to meet with me. Then I began to tell her my incident with Dana. Before I could finish, she stated, **"My employee said you verbally assaulted him."** She mentioned something else of which I cannot remember. I was immediately thrown off to her false accusation. I rebutted that accusation as all now former employees were present during my interaction with Dana. I asked that she summons Dana to this meeting to get clarity of what exactly happened.

Instead, she stated, **"I watched and heard you on our surveillance camera in the office."** I was again thrown off, as this is illegal. It is an encroachment on a person's privacy. I can understand the camera recording but one's voice without public posting is again, illegal. I do recall replying something to the fact if she seen and heard what she claimed then she should have seen and heard that he promised to remove the dog feces and clean the corridor.

The corridor has been an issue since, I moved in and I took on the role of Molly Maid. Again, giving grace and even offer to volunteer my time being that they never kept a full staff. I must mention they used the same staff for both properties. How can one expect a person to perform their duties in good faith being underpaid and overworked? There should have been two different team for each property.

Exhibit 4a

It did get a bit hostile of which I diffused quickly because I did not come to argue with her. I came to talk as two professional women about my incident involving her employee as it is my resident's rights. Instead, she too chose to lie by omission and not hold Dana accountable for his wrongdoings.

We soon moved on from that and I addressed my additional issues which was my leaking ceiling. It started leaking again in March/April and it was deemed as fixed in August 2022. It was not actually fully restored as I was promised it would be. I gave access when needed and received a no show several times.

Exhibit 5

Before ending our meeting, I agreed to disagree with the false accusation against me. Traci, claimed her and Reed will investigate my ceiling matter and make sure it is done correctly. We both we went our ways. I did email her to recap our meeting as I felt it was in my best interest as a resident and professional woman of substance. (I will enclose email as an Exhibit.)

Exhibit 5

Thereafter, Reed Cornelison officially started handling my matters with all approvals from Traci. Mr. Cornelison, stated one method of resolving, but once the contractors came, it was the same as before. A paint brush, primer and small can of paint. The last time, after me having to remove my furniture, I just ceased all access into my unit. The contractor claimed having to now paint

Exhibit 5A

the entire ceiling. This was disturbing my peace, elevating my stress level, and adding injury onto my chronic pain. The ceiling was never restored as promised. This was past abusing access into "My Sanctuary" of which I felt as if I was living in a penitentiary. ** I must note again, Mr. Cornelison did his job. I had no ill feeling with him after we officially were introduced. He is being used as a mule to cover their wrongdoings and saving his employment. Both are unethical and unfair working conditions. I will enclose emails as an Exhibit.)*

Several months pasted and we are into my last forced move out lease of 10.25.22 to 10.23.23, unbeknownst to me. After my meetings with Traci, I focused on handling my workers compensation matters and researching to secure a new team of Orthopedic Surgeons.

I still cleaned the corridors as they were not cleaned. I even inquired about the light fixture being cleaned to remove the dead bugs. It was only cleaned once since I was a resident. Also, the fire extinguisher was not serviced until earlier this year. I cannot forget about the Power Washing of which they did not hire the professionals but used the same groundkeeper to just utilize a water hose.

Exhibit 4a

I, as well as other residents in my corridor experienced a shooting incident. Cars has been stolen, broken into, but they refuse to install cameras for the safety of their residents. Other criminal events occurred however I decided to keep to myself as I had to control my stress levels. Edward Rose and all their entities proved they have no care about their residents but our money.

I also inquired in early January/February to Reed about breaking my lease. The factors were all I had endured as well as discovery that I had to undergo surgery again. I researched all my options considering my residency being uncomfortable and not safe as well as traveling to and from NYC to recovery after my surgery. My mobility would indeed be limited and walking up to the third floor with dirty stair railings, dirty corridor in a whole, dealing with named persons mentioned and feeling taken advantage of all add more mental stress which caused my daily chronic pain to elevate.

I decided it would be best to remain at Emerald Creek one more year and just endure what has happened last July 2022 with Dana and Traci.

On 1/5/23 I did place a work order for corridor not being cleaned. Went into the New Year with the same upkeep common area. Now, they are sending notification of certain preventive maintenance needing access to apartments. The only thing which was done in the one I can remember prior to the last on 3/14/23 was a filter change at the HVAC. I must also add, the apartment was very humid, which I purchased Damp Rid products to help with my breathing, the A/C filter was never installed when I moved in and discovered when I inquired of changing the filter in July of 2021, in July 2023 after using my guest tub to wash the oven racks, it caused a ceiling leak in the neighbor below mine which also discovered a plastic bag with two small screws were sitting on the top drainer unit, ceiling in hallway started to crack as well as in the bedrooms walls corners, and in August 2023 the battery in my combo fire/carbon oxide started beeping in need of being replaced due to never being replaced during their so called preventive maintenance routine. (Enclosed are the emails and photos sent as an Exhibit.)

Exhibit 4
work order
batch

Exhibit 4B
Exhibit 3A

On 5.22.23 I discovered a bird nest being built on the fire extinguishers on the second and third floor of which I resided. I reported through the residential portal upon my returning from handling my errands. This is evidence that the Groundkeeper is not conducting his job duties. If he had then the bird nest would have been discovered by him and removed in a timely fashion. **Little did I know this would be the restart of my battle with Traci, Dana, and Mike.**

Exhibit 4c

I emailed Reed with updates and was told at some point after they finally summons the proper individual to resolve the matter. I was later told by Reed the nest had to remain for six weeks. There were eggs now in the nest and it was against the law of South Carolina to remove. It is odd that they know how to follow the SC laws when it fits their best interest. **The interest was for me to be yet again on their radar.**

As a mother and respect for nature I took it with a grain of salt. As a woman of faith, I embraced it as a rebirth for my personal journey of having to endure all my adversaries up to that point.

Instead of cleaning behind the bird dropping of sticks and then feces, the Ground Keepers continued their lack of upkeeping the common area known as the corridor. They expected me to keep them updated when it hacked its eggs. This was not my responsibility but the groundkeeper as he was supposedly cleaned the corridor.

On 6.24.23 I submitted a maintenance complaint through the resident portal being that the person(s) in charge was conducting the act of retaliation. This is also, what triggered me to begin my search of a new residence.

Exhibit 4
work order
patch
batch

I believe on this same day; I may have gone into the clubhouse to speak directly to Reed regarding this matter. I spoke in-depth of my entire experience of being a resident before he was hired last August. This included the resurfacing of treatments, consisting of the form of retaliation, gang bullying and the elevation of my stress level all due to the employees of Dana, and Mike. This was clearly the writing on the wall I was being forced to move. **All pictures enclosed will be in an Exhibit.**

Back to the 9.19.23 Hearing:

During my hearing when I spoke on this bird nest matter, afterwards, the Judge asked if I had OCD? I repeated to her, "OCD?" Not that I did not know what it meant, but why did she feel it was appropriate to ask me this? Instead, she should have recognized the cause to my effects. I, then told her, "No. I raised a son who played football."

Exhibit 4c

She then continued to tell me everyone does not clean like myself. My clean may not be the same clean as others. I, interjected telling her, they never cleaned the corridors, I was the Molly Maid of my corridor. **I advised her I had photos to show as evidence, she totally disregarded my submission.** * Enclosed will be a Review from Emerald Creek fairly new resident approximately two weeks after my hearing, she was being accused of the molding in her unit as a household issue. To have

Exhibit 4c

discovered this after my hearing made me livid. They are continuing with their unethical behaviors and not being held accountable.)

Then I also advised the judge of reporting Emerald Creek to HUD and Greenville County Building Inspector. I received a notice from HUD my time to report had expired and Greenville County replied with advising me I had to report to the City of Greenville instead. I, proceeded to email the person listed as **Mr. Garrison**. I, did not hear back from him so I decided to go directly to the office the next day after I ran another errand.

Exhibit 6

Upon arriving at the building, I spoke with the clerk at the check in and advised her of my reasoning for the visit. She made a call and I waited approximately twenty minutes before being allowed to go upstairs to speak with the Building Inspector Supervisor. Once, I entered I asked for the said personal, and was asked to be seated he would be with me shortly. I approximately waited for about five to eight minutes before he appeared. I approached him and begin to speak my grievance along with photos of the conditions of the nest and the feces droppings. I believe I showed him the conditions of what the groundkeeper left after summons to cleaned the feces. I told him exactly what I was told of it not being able to be removed. He seemed tickled at this point. I laughed along with him.

While speaking with him, my phone rung with an unknown number of which I ignored. I did tell him I had emailed **Mr. Garrison** but did not receive a reply so I decided to come directly in the office. He then advised me he will speak with Mr. Garrison and have him schedule a day and time to visit the property. I, thanked him for his time and left.

Before getting in my car I called back the unknown number and it so happened to be **Mr. Garrison**. I told him I just left from speaking with his supervisor. He apologized for not replying to my email and we briefly spoke thereafter. He made an appointment to come by the next day to investigate and I agreed with the time.

The next day **Mr. Garrison and his co-worker** fulfilled his promised. I showed Mr. Garrison and his co-worker the areas within the apartment. **They were able to see for themselves the corridor and its warped and unkept conditions. He assured me pictures and a report would be drawn after he speak with the Property Manager or whomever is in charge. I asked him if I needed to be present as I was willingly to do so if needed. He declined my offer as it was not necessary.** I thanked them both for their time and felt finally someone was listening to me.

I later emailed him to thank him and requested to forward me any documents I may need to support my claim. I never heard back from Mr. Garrison.

During the hearing, I advised the Judge of this interactions and she shared she knows **Mr. Garrison very well**. I replied, he was very pleasant and he reminded of a televised preacher but could not think of his name at the time.

She later advised me **Mr. Garrison report did not include anything of substance.** Hearing this confirmed he too decided to side with Emerald Creek rather than do right by my valid complaint. I knew then why he did not reply to my last email requesting of documentations of his findings. **I did however receive an email from RPM Traci McCoubrey confirming receipt of the visit. This was when I was now being bullied to move out earlier than my stated date. The retaliation continued and they ceased coming to the third floor. (I will enclose all correspondences to/from Mr. Garrison and Mrs. McCoubrey as well as photos of condition of corridor timestamped.)**

Exhibit 6
Exhibit 6A

Soon after she advised I needed to conclude my claim as I been speaking for a certain amount of time. The Attorney Jason Wyman of the Respondent(s) needed time to answer to my claim.

Before the Attorney of the Respondent spoke, the Judge did excuse herself from the hearing. She returned shortly and resumed to proceed to allow Mr. Wyman the attorney of Respondent (s) to speak. This is when he spoke and pleaded my claim should be dismiss in its entirety.

After Mr. Wyman completed his motion to dismiss, the Judge began to deliver her decision. **I again, was not afforded to submit any additional evidence I had to present as I was advised two times the day of my initial filing and the one time after receiving the Respondent(s) answer on behalf of their Attorney Jason Wyman.**

Then Judge Jacquelyn I. Duckett, began to deliver her decision which she claimed I, the appellant did not provide any evidence to support my claim. She continued pointing toward Mr. Cornelison and stating, **"I, the Appellant said in my own testimony that he did everything I asked of him. All my repairs' orders were completed in a timing fashion. (False)**

She also stated that Mr. Cornelison is not responsible for the birds deciding to make a nest on the fire extinguisher. She did ask me in between her delivery if the best nest feces were in the apartment? I answered her, **"No, but it was right outside my door when I stepped out."** If she had taken the photos I had to show as my evidence she would clearly see the conditions were a health hazard according to the CDC. Instead, she disregarded and chose to **Dismiss my case with prejudice.**

Exhibit 4C

After she delivered her decision, she firmly told me I cannot ever refile this claim again. She never mentioned about my rights of appealing her decision if I was not satisfied.

She also asked me if I had ever been evicted? I have not and I do not believe this question was necessary. She asked, if I had vacated the unit yet. I advised her I did on **9.1.23.** I notified in advance of my video recording to Traci McCoubrey by email. The Judge then proceeds to tell me to move on and wishes me the best with my new residency and my upcoming surgery.

Exhibit 6B

I did tell her I digress with her decision. I believed I delivered my case the best I could under the circumstance of **not having to handwrite my complaint.** I was replying from the questions she

had asked from my alleged handwritten complaint.

Before closing out, I did mention, I went by the property before the hearing to retrieve pictures of the corridor condition. The conditions I discovered were just as I thought it would be. They cleaned it entirely as well as sealed all the cracks in the foundations of the stairs along the walls and railings. The lights had been replaced as the corridor was so bright, I was almost blinded. They have proven my claim to have intentionally stopped performing any necessary repairs for my safety and upkeep of the common area the corridors. These orders were maliciously performed by RPM Traci McCoubrey, Groundkeeper Supervisor Dan Pomeroy, and Maintenance Supervisor Mike (last name unknown).

Exhibit 7

She advised me not to go back on the property, but then asked Reed if former residents are allowed on the property. He hesitantly replied, **"If they are a guest or have to conduct any business."** I replied after him, stating, **"Judge, I advised everyone here earlier, before I was injured on my job, I was studying to become a Private Investigator. I went to retrieve any new evidence to support my claim before today's hearing."** I spoke and delivered just as the Oath spoken before starting the hearing, **"I promised to tell the truth, the whole truth and nothing but the truth."** Unfortunately, the truth was manipulated by the Attorney Jason Wyman for the Respondents.

Back to the events which lead to my submission to vacate the unit on 9.8.23:

On 6.24.23 only received a reminder of renewing my new 2023 to 2024 lease, but no lease was attached intentionally. This was another form of retaliation by RPM Traci McCoubrey. It clearly was a message that I was no longer welcomed and I was being forced out. My past two renewals, I never received this type of email. **How was I supposed to know what my new rate would be?**

On 6.28.23 I sent an email of date of vacate to Mr. Cornelison and PRM Traci McCoubrey. Prior to this date, I had only verbal spoken of vacating with Reed and Jessica.

Exhibit 3

On 9.30.23 I retrieved Order Ending Action without the Judge's signature from Respondents Attorney Jason Wyman. I was asked to return it back to the Judge and to forward a copy to his firm thereafter. After all that I have endured outside this case, I know the power of my signature. I did not and continue to disagree with the Judge's decision, which is the reason for me to file my Appeal in with the Circuit Court. (Enclosed is a copy to be included as an Exhibit.)

Exhibit 8

On 10.2.23 I received my security deposit check in the amount of \$352.93, instead of \$400. I was charged \$42.90 for rent and \$4.17 for the garage. On 6.29.23, I paid July and August in advance with a cashier check and hand delivered to Jessica, which she made me a copy at my request. Then after she handed it to Mr. Cornelison as we all were present in his office.

Exhibit 9

I am fine with \$352.93 being deducted from the \$7500.00 judgment if found in my favor. (I will enclose as an Exhibit.)

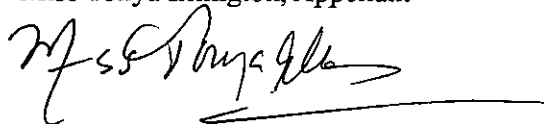
In all my seasoned years of renting and being a homeowner, I have never met a collective group of dishonest and spiteful peoples. I have traveled, worked in/out of corporate and dealt with different people from all cultures, but Edward Rose and their entities legacy is the worst. My family were raised in the south and they experienced a lot of racism and worst. I am not naïve to the nature of my endurance. Even still, I refuse to become a cold-hearted person because at the end of the day, it does not matter of ones' alliances, because every individual will have to meet their eternal Judge, GOD, HIMSELF.

In conclusion to my appeal, I conducted extensive research on Edward Rose Assoc. LLC, and all their entities. It is utterly disgusting to have discovered what I and so many have endured to their normal unethical business tactics. They have also been **sued by a former African American employee for Discrimination. To add to injury, they also been sued for Discrimination against the Disabled.** I was just another prey lured into their deception by omission of bait and switch to their **Brand-New Luxury Community to now being marketed and promoted as Modern Living.** There should be a Class Action against these crooks and among other descriptions' I will leave unsaid. (I will enclose all documents as an Exhibit.)

Exhibit 10

I am pleading that my case is reversed in my favor, provide on all evidence submitted. I extend my plead that of any person(s) that is affiliated with the mentioned Organization or alkies in my appeal, be exempt as it will be an interest of conflict. The law was meant to serve all people regardless of their ethnicity, religion, creed, and gender. Our todays' climate has unfortunately reared its ugly head of division as history is being repeated. I will remain steadfast in my faith in knowing I had every right defending myself in my appeal of the Judge, Dismiss with prejudice. **I stand on the truth, the whole truth, and nothing but the truth, so HELP ME GOD.**

Respect Given Always,
Miss Tonya Ellington, Appellant



7/6/23

Demand for Reimbursement of rental difference from my previous rental at **Tuscan Heights, Greer, SC** from Edward Rose Associates LLC, Emerald Creek Apartments and all their entities included to be held accountable if deem necessary. ***They marketed Emerald Creek as being Edward Rose & Sons, but according to SC Property Deed it is listed as Edward Rose Associates LLC*** This also goes for their sister property "Laurel Wood Apartments – 350 Fairforest Way, Greenville, SC 29607."

7/5/23 I retrieved from Tuscan Heights my Resident Ledger from my initial lease agreement until I moved. I chose to leave as they were aware of the unforeseen issues to a returned neighbor and her noise nuisances. I searched for a new property to regain my peace of mind and enjoyment of my rental as I was enduring my ongoing matters with my on-the-job injuries. This also included with me having to travel to/from NJ/NYC. All my documentation is known with all parties involved with my case. My peace and enjoyment had been compromised as I detected my former neighbor was dealing with their own mental health.

After visiting and touring Emerald Creek with former Leasing Agent/Asst. Property Manager **Allyson Morgan**, I was ensured it would be worth making my move. Unfortunately, that wasn't the truth as it has been nothing less than a nightmare. I paid more for rent, a garage and sacrifice of choosing the 3rd floor, to guarantee no noise would be over my head. The walls are not as insulated as I was told, but after researching building are no longer are as they use to be in my seasoned years.

Enclosed you will see my rent from **10/25/2017 until 11/1/20**. If I had known about Edward Rose Associates LLC and all their entities, of what I have discovered recently, I would have never signed my lease at Emerald Creek Apartments. I do not fault my **Leasing Agent Allyson Morgan** as this was her job of which was apparently told to promote. **She has since been fired as of 8/5/22.**

When I first met her, she was so full of light. Unfortunately, after the staff from my initial move in quit or were fired, to have a revolving door, Allyson, was the last one standing. It saddened me to see her no longer smile, however, looked depressed. From what I can say, **"She covered the backs of Emerald Creek and Laurel Woods with no help."**

Since I have conducted extensive research and my findings of Edward Rose Associates LLC and entities, are it is a pattern to mistreat their employees that care as well as their residents. I am filing this complaint and summons for enduring their unethical behaviors. We were both fooled by the fake smiles and lying by omissions.

I am demanding the difference from Tuscan Heights rental **12-month fee from 10/29/20** until my now forced to move and not renew my lease at Emerald Creek Apartments. I am also requesting reimbursement for my moving expenses from Tuscan Heights to Emerald Creek Apartments. All receipts are available upon request.

Breakdown as follows:

**Tuscan Heights Renewal Lease as of 11/1/2020 \$999.00 (\$20 increase \$979 2019-2020)
As of 7/5/23 Same unit market value price \$1,183.00 (Increase of \$184 since my non-renewal)**

**Emerald Creek Apartments Sign on new lease 10/29/20 to 10/28/21 \$1,139.00 plus garage \$125.00
and \$400 Security Deposit.**

Total Paid on 10/29/20 \$1,386.33 *Plus \$400.00 Security Deposit (\$1,786.30)

Difference from Emerald Creek (\$1,264.00) to Tuscan Heights monthly fee (\$999.00) equates \$265.00

Difference of \$265.00 x 12 "months 2020-2021" = \$3,180.00

*** Being that I didn't renew my lease from 2020 until 2023 as I am being forced to move from Emerald Creek, I will divide \$184 (market value as of 07/06/23 @ Tuscan Heights) by 3 years = \$61.33 (round off nearest cents \$61.30) for year rental of 2021-2022, 2022-2023 and 2023-2024.***

Tuscan Heights renewal lease estimate from 2021-2022 increased by (\$61.00) to \$1060.00 for 12 months.

Emerald Creek renewal lease of 2021-2022 increased (\$53.00) to \$1,192.00 + \$125.00 garage = \$1,317.00

**Difference from Emerald Creek (\$1,317.00) to Tuscan Heights (\$1,060) equates \$257.00
Difference of \$257.00 x 12 "months 2021-2022" = \$3,084.00**

Tuscan Heights renewal lease estimate from 2022-2023 increased by (\$61.00) to \$1,121.00 for 12 months.

Emerald Creeks renewal lease of 2022-2023 increased \$95.00 to (\$1,287.00 + \$125.00 garage = \$1,412.00 for 12 months.

**Difference from Emerald Creek (\$1,412.00) to Tuscan Heights (\$1,121.00) equates \$291.00
Difference of \$291.00 x 12 "months 2022-2023" = \$3492.00**

***** If I would have remained at Tuscan Heights as a renewal for 2023-2024 the market value as of 7/5/23 is \$1,183.00. of an increase of \$28.00.**

Due to my forced move caused by matters listed within my complaint Emerald Creek has relisted my unit as available as of 7/5/23 for \$1,621.00 + \$125.00 garage fee = \$1,746.00 (They price gouged an increase of \$209.00 for a unit that is not for move in until it passes inspection. - Shame on them.)

**Difference from Emerald Creek (\$1746.00) to Tuscan Heights (\$1,183.00) equates \$563.00
Difference of \$563.00 x 12 "months of 2023-2024" = \$6,756.00**

I am demanding the total amount of \$11,542.30 I overpaid signing lease with Emerald Creek under false advertisement. Additionally, \$6,756.00 + \$1,700.00 to replace my pain and suffering due to the matters listed in my complaint against Emerald Creek Apartments employees, Edward Rose Associates LLC, all their entities as well as my \$80.00 filing fee, my time spent researching, printing, copy papers,

ink cartridges, postage for mailing complaints, and lose of time resting. My total in reimbursement and lawsuit equates to \$20,000.00.

My new lease at unsaid property is **\$403.00** more than Tuscan Heights market value of **\$1,183.00** as of 7/6/23 and **\$35** less than Emerald Creek new market value of my unit as of 7/6/23. If I wasn't a victim to Edward Rose Associates LLC, and all their entities, I am not sure if I would have left Tuscan Heights. I would have requested a move within the community of which I was respected and treated with dignity by the office staff and maintenance. I cannot say much about the owner as I did not have any issues until the returned resident move above my head. Even the prior residents/neighbors respected each other living quarters.

Emerald Creek Apartments promised to be the **"Live Better and in Peace"** community. They promised the amenities would be completed by Spring/Summer of 2021. They did a soft open of the **Clubhouse and gym on 3/11/22, The Hub on 4/1/22 and the early June 2022 which had to be closed several times as well as closed for the Fall/Winter season.** We did not get what was promised, but they increased the rent without empathy or good conscience they were taking advantage of the residents. Many have moved out or broke their leases. **The grills were not completed until this past May 2023.**

Also, the clubhouse snacks and waters has become non-existence. They may claim not to have a budget, but how is this the responsibility of the residents. The empty units reflect Emerald Creek Apartment owners and certain staff members. Not the residents as they are comfortable with increasing the rent to the market value, but the units and community is not worth the market value. Their greed has indeed been revealed to myself and others.

Note, I paid for a garage due to my inability to carry heavy items to the third floor. **I utilized my \$125.00 garage to store my case(s) of water and additional items I did not need to be brought into the unit by the movers.** My previous residency at Tuscan Heights, I did not need a garage as I was able to park at the Handicap spot right in front of my building which my unit was of this second ground level. No steps included as this was my must have from my previous move from out of state.

Emerald Creek Apartments has failed every resident and great former employees, by way of their inappropriate patterns of behaviors and unethical business dealings.

I ask in good faith that my demands are met as requested and noted. I do not believe in living rent free; however, I do believe in getting what I paid for and that did not happen at Emerald Creek Apartments. If this is their over 100 Years of Legacy founded, then I know nothing has changed from then to now. Treat people with respect even if you have been taught to treat others disrespectfully.

Quote Sheet

Floor Plan:

2 bedrooms / 2 bathrooms | 930Sq.Ft. | Premier

Lease Terms:

4313 | 12 months | 9/29/2023 - 9/28/2024

⑤ Monthly Charges

Rent \$1,621 Main charge

\$1,621 per month

⑤ Move-In Charges

Rent for 2 days \$108.07

Next Month's Rent \$1,621

Security Deposit* \$500

Monthly charges prorated over 2 days.

*Charges subject to change at the time of move-in.

Quote generated on 7/5/2023 @ 09:34:24 AM GMT-0400 (Eastern Daylight Time). Rates are subject to change without notice.



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Store No: 0868

1301 W Wade Hampton Blvd

Greer, SC, 29650

(864) 801-2690

262626 00 026 60255

Receipt #: 60255

10/06/2023 13:55

Qty	Pages	Description	Amount
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (12 pages)	8.40
3	3	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages)	2.10
3	6	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (6 pages)	4.20
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (12 pages)	8.40
3	30	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (24 pages) - Black & White (6 pages)	18.12
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages) - Black & White (3 pages)	6.96
3	6	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (6 pages)	4.20
3	3	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (3 pages)	0.66
3	63	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (57 pages) - Black & White (6 pages)	41.22
3	24	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (18 pages) - Black & White (6 pages)	13.92
3	15	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (15 pages)	10.50
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages) - Black & White (3 pages)	6.96
3	15	Copy- 2821513 - Standard 28 lb. 8.5 x 11"	6.18

10/6/23

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40% off

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and invitations.**

Expires 10/28/23

Coupon code: 68869

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shipping services.**

Expires 10/28/23

Coupon code: 35074

Valid in Staples® U.S. stores only on UPS Express Shipping services. Excludes courier/delivery fees. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 10/28/23.



HAM1666

		- Color (6 pages)	
		- Black & White (9 pages)	
3	3	Copy- 2821513	2.10
		- Standard 28 lb. 8.5 x 11"	
		- Color (3 pages)	
3	24	Copy- 2821513	16.80
		- Standard 28 lb. 8.5 x 11"	
		- Color (24 pages)	
3	33	Copy- 2821513	21.66
		- Standard 28 lb. 8.5 x 11"	
		- Color (30 pages)	
		- Black & White (3 pages)	
3	12	Copy- 2821513	8.40
		- Standard 28 lb. 8.5 x 11"	
		- Color (12 pages)	
3	9	Copy- 2821513	6.30
		- Standard 28 lb. 8.5 x 11"	
		- Color (9 pages)	
3	9	Copy- 2821512	1.98
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (9 pages)	
3	9	Copy- 2821513	6.30
		- Standard 28 lb. 8.5 x 11"	
		- Color (9 pages)	
3	3	Copy- 2821513	2.10
		- Standard 28 lb. 8.5 x 11"	
		- Color (3 pages)	
3	3	Copy- 2821512	0.66
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (3 pages)	
3	3	Copy- 2821512	0.66
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (3 pages)	
3	24	Copy- 2821513	16.80
		- Standard 28 lb. 8.5 x 11"	
		- Color (24 pages)	
3	33	Copy- 2821512	7.26
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (33 pages)	
3	15	Copy- 2821513	6.18
		- Standard 28 lb. 8.5 x 11"	
		- Color (6 pages)	
		- Black & White (9 pages)	
3	3	Copy- 2821513	2.10
		- Standard 28 lb. 8.5 x 11"	
		- Color (3 pages)	

SubTotal	231.12
Standard Tax 6.0%	13.89
Total	USD \$ 245.01

MasterCard #:*****2285 [S]

Swipe

AuthNo.: 05296Z

**The Cardholder agrees to pay the Issuer of the charges card
is accordance with the agreement between the Issuer and the
Cardholder.**



Low price. Every item. Every day.

Store No: 0868

1301 W Wade Hampton Blvd

Greer, SC, 29650

(864) 801-2690

26262600 026 60246

Receipt #: 60246

10/06/2023 12:59

Qty	Pages	Description	Amount
3	45	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (36 pages) - Black & White (9 pages)	27.18
3	30	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (30 pages)	21.00
3	9	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (9 pages)	1.98
2	4	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (2 pages) - Black & White (2 pages)	1.84
3	3	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages)	2.10
3	9	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages)	6.30
3	18	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (15 pages) - Black & White (3 pages)	11.16
3	9	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages)	6.30
3	78	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (63 pages) - Black & White (15 pages)	47.40
3	18	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (15 pages) - Black & White (3 pages)	11.16
3	3	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages)	2.10
3	69	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (45 pages) - Black & White (24 pages)	36.78

**Serious savings
ahead.**

\$50 off

**your print purchase of
\$150 or more.**

Expires 10/14/23

Coupon code: 25269

Valid online at staples.com/services/printing or in Staples® U.S. stores. Excludes courier/delivery fees. While supplies last. Excludes Business Services, Shipping Services, Postage, Stamps, Promotional Products, Scanning, Faxing, Self-Service Printing, Self-Service Scanning, Self-Service Faxing, Custom Checks and Forms, engraved disk, door, and wall signs, Computer Workstation, WeddingsStaples.com. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied at checkout. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. Expires 10/14/23.



40% off

**custom cards
and invitations.**

Expires 10/28/23

Coupon code: 68869

Valid in Staples® U.S. stores or online at staples.com/services/printing. Excludes courier/delivery fees. Not valid on weddingsstaples.com. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Not valid on Self-Serve, Promo Products, Direct Mail, Computer/Workstation, Design Services or orders submitted and paid for online. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be surrendered. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 10/28/23.



20% off

**UPS® Express
shipping services.**

Expires 10/28/23

Coupon code: 35074

Valid in Staples® U.S. stores only on UPS Express Shipping services. Excludes courier/delivery fees. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 10/28/23.



HAM1666

3	3	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages)	2.10
3	9	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages)	6.30
3	3	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (3 pages)	0.66
3	36	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (24 pages) - Black & White (12 pages)	19.44
3	33	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (18 pages) - Black & White (15 pages)	15.90

SubTotal	219.70
Standard Tax 6.0%	13.20
Total	USD \$ 232.90

MasterCard #:*****2285 [S]

Swipe

Auth No.: 07651Z

The Cardholder agrees to pay the Issuer of the charges card in accordance with the agreement between the Issuer and the Cardholder.

Compare and Save

With Staples-brand products

THANK YOU FOR SHOPPING AT STAPLES!



Low price. Every item. Every day.

Store No: 0868

1301 W Wade Hampton Blvd

Greer, SC, 29650

(864) 801-2690

26262600 026 60260

Receipt #: 60260

10/06/2023 14:05

Qty	Pages	Description	Amount
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages) - Black & White (3 pages)	6.96
3	3	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages)	2.10
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (9 pages) - Black & White (3 pages)	6.96
3	12	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (12 pages)	8.40
3	6	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (6 pages)	4.20
3	24	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (18 pages) - Black & White (6 pages)	13.92
SubTotal			42.54
Standard Tax 6.0%			2.56
Total			USD \$ 45.10

Visa #:*****5702 [S]

Swipe

Auth No.: 077218

The Cardholder agrees to pay the Issuer of the charges card is accordance with the agreement between the Issuer and the Cardholder.

Compare and Save

With Staples-brand products

THANK YOU FOR SHOPPING AT STAPLES!

**Serious savings
ahead.**

\$50 off

**your print purchase of
\$150 or more.**

Expires 10/14/23

Coupon code: 25269

Valid online at staples.com/services/printing or in Staples® U.S. stores. Excludes courier/delivery fees. While supplies last. Excludes Business Services, Shredding, Shipping Services, Postage, Stamps, Promotional Products, Scanning, Faxing, Self-Service Printing, Self-Service Scanning, Self-Service Faxing, Custom Checks and Forms, engraved desk, door, and wall signs, Computer Workstation, WeddingsStaples.com. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied at checkout. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. Expires 10/14/23.



40% off

**custom cards
and invitations.**

Expires 10/28/23

Coupon code: 68869

Valid in Staples® U.S. stores or online at staples.com/services/printing. Excludes courier/delivery fees. Not valid on weddingsstaples.com. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Not valid on Self-Service, Promo Products, Direct Mail, Computer Workstation, Design Services or orders submitted and paid for online. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be surrendered. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 10/28/23.



20% off

**UPS® Express
shipping services.**

Expires 10/28/23

Coupon code: 35074

Valid in Staples® U.S. stores only on UPS Express Shipping services. Excludes courier/delivery fees. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 10/28/23.



HAM1666

STAPLES

1301 W. Wade Hampton Blvd
GREER, SC 29650
(864) 801-2690

SALE 0 26 026 60252
868 10/06/23 13:00
QTY SKU PRICE

DUPLICATE COPY

Not Valid For Refund

3	Copy		
	2821513	7.400ea	22.20
	Order No. 4086860252		
3	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860252		

SUBTOTAL	28.50
Standard Tax 6.0%	1.71

TOTAL	\$30.21

Mastercard USD\$30.21
Card No.: XXXXXXXXXXXX2285 [K] [H]
Auth No. 04809Z

The Cardholder agrees to pay the Issuer
of the charge card in accordance with
the agreement between the Issuer and
the Cardholder.

TOTAL ITEMS 6

DUPLICATE COPY

Not Valid For Refund

STAPLES

1301 W. Wade Hampton Blvd
 GREER, SC 29650
 (864) 801-2690

SALE 0 26 026 60246
 868 10/06/23 12:25
 QTY SKU PRICE

DUPLICATE COPY

Not Valid For Refund

3	Copy		
	2821513	9.060ea	27.18
	Order No. 4086860246		
3	Copy		
	2821513	7.000ea	21.00
	Order No. 4086860246		
3	Copy		
	2821512	0.660ea	1.98
	Order No. 4086860246		
2	Copy		
	2821513	0.920ea	1.84
	Order No. 4086860246		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860246		
3	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860246		
3	Copy		
	2821513	3.720ea	11.16
	Order No. 4086860246		
3	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860246		
3	Copy		
	2821513	15.800ea	47.40
	Order No. 4086860246		
3	Copy		
	2821513	3.720ea	11.16
	Order No. 4086860246		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860246		
3	Copy		
	2821513	12.260ea	36.78
	Order No. 4086860246		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860246		
3	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860246		
3	Copy		
	2821512	0.220ea	0.66
	Order No. 4086860246		
3	Copy		
	2821513	6.480ea	19.44
	Order No. 4086860246		
3	Copy		
	2821513	5.300ea	15.90

Order No. 4086860246

SUBTOTAL	219.70
Standard Tax 6.0%	13.20
TOTAL	\$232.90

Mastercard USD\$232.90
Card No.: XXXXXXXXXXXX2285 [K] [H]
Auth No. 07651Z

The Cardholder agrees to pay the Issuer
of the charge card in accordance with
the agreement between the Issuer and
the Cardholder.

TOTAL ITEMS 50

DUPLICATE COPY
Not Valid For Refund

STAPLES

1301 W. Wade Hampton Blvd
 GREER, SC 29650
 (864) 801-2690

SALE 0 26 026 60255
 868 10/06/23 13:12
 QTY SKU PRICE

DUPLICATE COPY

Not Valid For Refund

3	Copy		
	2821513	2.800ea	8.40
	Order No. 4086860255		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860255		
3	Copy		
	2821513	1.400ea	4.20
	Order No. 4086860255		
3	Copy		
	2821513	2.800ea	8.40
	Order No. 4086860255		
3	Copy		
	2821513	6.040ea	18.12
	Order No. 4086860255		
3	Copy		
	2821513	2.320ea	6.96
	Order No. 4086860255		
3	Copy		
	2821513	1.400ea	4.20
	Order No. 4086860255		
3	Copy		
	2821512	0.220ea	0.66
	Order No. 4086860255		
3	Copy		
	2821513	13.740ea	41.22
	Order No. 4086860255		
3	Copy		
	2821513	4.640ea	13.92
	Order No. 4086860255		
3	Copy		
	2821513	3.500ea	10.50
	Order No. 4086860255		
3	Copy		
	2821513	2.320ea	6.96
	Order No. 4086860255		
3	Copy		
	2821513	2.060ea	6.18
	Order No. 4086860255		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860255		
3	Copy		
	2821513	5.600ea	16.80
	Order No. 4086860255		
3	Copy		
	2821513	7.220ea	21.66
	Order No. 4086860255		
3	Copy		
	2821513	2.800ea	8.40

3	Order No. 4086860255		
	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860255		
3	Copy		
	2821512	0.660ea	1.98
	Order No. 4086860255		
3	Copy		
	2821513	2.100ea	6.30
	Order No. 4086860255		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860255		
3	Copy		
	2821512	0.220ea	0.66
	Order No. 4086860255		
3	Copy		
	2821512	0.220ea	0.66
	Order No. 4086860255		
3	Copy		
	2821513	5.600ea	16.80
	Order No. 4086860255		
3	Copy		
	2821512	2.420ea	7.26
	Order No. 4086860255		
3	Copy		
	2821513	2.060ea	6.18
	Order No. 4086860255		
3	Copy		
	2821513	0.700ea	2.10
	Order No. 4086860255		

SUBTOTAL	231.12
Standard Tax 6.0%	13.89

TOTAL	\$245.01

Mastercard USD\$245.01
Card No.: XXXXXXXXXXXXX2285 [K] [H]
Auth No. 05296Z

The Cardholder agrees to pay the Issuer
of the charge card in accordance with
the agreement between the Issuer and
the Cardholder.

TOTAL ITEMS 81

DUPLICATE COPY
Not Valid For Refund



Low price. Every item. Every day.

Store No: 0868
1301 W Wade Hampton Blvd
Greer, SC, 29650
(864) 801-2690

1/13/24

This is a big deal.

26262600 026 66219

Receipt #: 66219

Rewards Number: 5067723261

01/13/2024 12:51

Qty	Pages	Description	Amount
1	7	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (4 pages) - Black & White (3 pages)	3.67
1	15	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (10 pages) - Black & White (5 pages)	8.55
1	14	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (10 pages) - Black & White (4 pages)	8.30
1	3	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (3 pages)	0.72
1	11	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (11 pages)	2.64
1	21	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (6 pages) - Black & White (15 pages)	8.13
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	4	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (3 pages) - Black & White (1 page)	2.44
1	4	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (4 pages)	2.92
1	2	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (2 pages)	1.46

SubTotal

39.56

Standard Tax 6.0%

2.38

Total

USD \$41.94

MasterCard #*****6170151

\$41.94

\$20 off

your print purchase of
\$100 or more.

Coupon code: 54642

\$50 off

your print purchase of
\$200 or more.

Coupon code: 37560

\$100 off

your print purchase of
\$300 or more.

Coupon code: 27885

Expires 2/10/24

Valid in Staples® U.S. stores or online at staples.com/services/printing. Not valid on weddingstaples.com. Excludes courier/delivery fees. While supplies last. Excludes business services, direct mail, shredding, shipping services, postage stamps, promotional products, scanning, faxing, self-service printing, self-service scanning, self-service faxing, custom checks and forms, engraved desk, door and wall signs, and computer workstation rentals. Limit one coupon per customer; non-transferable. Offer is subject to change or cancellation at any time. Minimum purchase requirement must be met with purchases to which no other coupon or instant savings offer applies. Tax and shipping not included in calculating the minimum purchase. Each item purchased can only be discounted by one coupon, applied at checkout. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage in-store Purchase Program. Coupon value applied pre-tax. Expires 2/10/24.

Staples

20% off

UPS® Express
shipping services.

Expires 2/3/24

Coupon code: 44217

Valid in Staples® U.S. stores only on UPS Express shipping. Limit one coupon per customer; non-transferable. Offer is subject to change or cancellation at any time. Excludes postage stamps. May not be valid in combination with other coupons. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage in-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. One-time use only. Redeemed coupons cannot be made available for reuse. Expires 2/3/24.

Staples

HAM1742



Low price. Every item. Every day.

Store No: 0868

1301 W Wade Hampton Blvd

Greer, SC, 29650

(864) 801-2690

1/13/24

This is a big deal.

262626 00 026 66221

Receipt #: 66221

01/13/2024 13:36

Qty	Pages	Description	Amount
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	7	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (5 pages) - Black & White (2 pages)	4.15
1	8	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (8 pages)	5.84
1	1	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (1 page)	0.24
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	1	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (1 page)	0.24
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	1	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (1 page)	0.73
1	32	Copy- 2821513 - Standard 28 lb. 8.5 x 11" - Color (25 pages) - Black & White (7 pages)	20.00
1	1	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (1 page)	0.24
1	1	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (1 page)	0.24
1	5	Copy- 2821512 - Standard 28 lb. 8.5 x 11" - Black & White (5 pages)	1.20
1	1	Copy- 2821512 - Standard 28 lb. 8.5 x 11"	0.24

\$20 off

your print purchase of
\$100 or more.

Coupon code: 54642

\$50 off

your print purchase of
\$200 or more.

Coupon code: 37560

\$100 off

your print purchase of
\$300 or more.

Coupon code: 27885

Expires 2/10/24

Valid in Staples® U.S. stores or online at staples.com/services/printing. Not valid on weddings staples.com. Excludes courier/delivery fees. While supplies last. Excludes business services, direct mail, shredding, shipping services, postage stamps, promotional products, scanning, faxing, self-service printing, self-service scanning, self-service faxing, custom checks and forms, engraved desk, door and wall signs, and computer workstation rentals. Limit one coupon per customer, non-transferable. Offer is subject to change or cancellation at any time. Minimum purchase requirement must be met with purchases to which no other coupon or instant savings offer applies. Tax and shipping not included in calculating the minimum purchase. Each item purchased can only be discounted by one coupon, applied at checkout. Coupon not valid if purchased on sale and must be presented to cashier if purchased in store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. Expires 2/10/24.

Staples

20% off

UPS® Express
shipping services.

Expires 2/3/24

Coupon code: 44217

Valid in Staples® U.S. stores only on UPS Express shipping. Limit one coupon per customer, non-transferable. Offer is subject to change or cancellation at any time. Excludes postage stamps. May not be valid in combination with other coupons. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased on sale and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. One-time use only. Redeemed coupons cannot be made available for reuse. Expires 2/3/24.

Staples

HAM1742

1	3	- Black & White (1 page) Copy- 2821512	0.72
		- Standard 28 lb. 8.5 x 11"	
1	5	- Black & White (3 pages) Copy- 2821512	1.20
		- Standard 28 lb. 8.5 x 11"	
1	8	- Black & White (5 pages) Copy- 2821512	1.92
		- Standard 28 lb. 8.5 x 11"	
1	21	- Black & White (8 pages) Copy- 2821512	5.04
		- Standard 28 lb. 8.5 x 11"	
1	1	- Black & White (21 pages) Copy- 2821512	0.24
		- Standard 28 lb. 8.5 x 11"	
1	2	- Black & White (1 page) Copy- 2821512	0.48
		- Standard 28 lb. 8.5 x 11"	
1	4	- Black & White (2 pages) Copy- 2821512	0.96
		- Standard 28 lb. 8.5 x 11"	
1	10	- Black & White (4 pages) Copy- 2821512	2.40
		- Standard 28 lb. 8.5 x 11"	
1	4	- Black & White (10 pages) Copy- 2821512	0.96
		- Standard 28 lb. 8.5 x 11"	
1	3	- Black & White (4 pages) Copy- 2821512	0.72
		- Standard 28 lb. 8.5 x 11"	
1	4	- Black & White (3 pages) Copy- 2821512	0.96
		- Standard 28 lb. 8.5 x 11"	
1	3	- Black & White (4 pages) Copy- 2821512	0.72
		- Standard 28 lb. 8.5 x 11"	
1	14	- Black & White (3 pages) Copy- 2821512	3.36
		- Standard 28 lb. 8.5 x 11"	
1	11	- Black & White (14 pages) Copy- 2821512	2.64
		- Standard 28 lb. 8.5 x 11"	
1	16	- Black & White (11 pages) Copy- 2821512	3.84
		- Standard 28 lb. 8.5 x 11"	
1	4	- Black & White (16 pages) Copy- 2821512	0.96
		- Standard 28 lb. 8.5 x 11"	
1	24	- Black & White (4 pages) Copy- 2821512	5.76
		- Standard 28 lb. 8.5 x 11"	
1	1	- Black & White (24 pages) Copy- 2821512	0.24
		- Standard 28 lb. 8.5 x 11"	

1/13/24

1	6	- Black & White (1 page) Copy- 2821512	1.44
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (6 pages)	
1	24	Copy- 2821512	5.76
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (24 pages)	
1	3	Copy- 2821512	0.72
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (3 pages)	
1	6	Copy- 2821512	1.44
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (6 pages)	
1	3	Copy- 2821512	0.72
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (3 pages)	
1	1	Copy- 2821512	0.24
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (1 page)	
1	2	Copy- 2821512	0.48
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (2 pages)	
1	1	Copy- 2821512	0.24
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (1 page)	
1	1	Copy- 2821512	0.24
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (1 page)	
1	10	Copy- 2821512	2.40
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (10 pages)	
1	15	Copy- 2821512	3.60
		- Standard 28 lb. 8.5 x 11"	
		- Black & White (15 pages)	

SubTotal	86.44
Standard Tax 6.0%	5.13
Total	USD \$ 91.57

MasterCard #:*****6170 [S]

Swipe

Auth No.: 01910Z

The Cardholder agrees to pay the Issuer of the charges card in accordance with the agreement between the Issuer and the Cardholder.

Compare and Save
With Staples-brand products
THANK YOU FOR SHOPPING AT STAPLES!

1/13/24

\$ 91.57

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Tonya Ellington

APPELLANT(S)

VS.

ROSE Edwards Assoc. INC
Emerald Creek Apartments

RESPONDENT(S)

COMMON PLEAS CASE NUMBER

2023 CV 2311002593

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The Appellant(s) 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 Greenville.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 19TH day of September, 2023.

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

Attached ~~the~~ prove of evidence as follows:

~~Please view attached documents~~

- 11 pages of my Appeal & testament
- Followed by ^{supported} Exhibits 1 through Exhibit 10
- Initial Breakdown for lawsuit of \$17500
- along w/ Move-In Greensheet @ Emerald Creek
- previous rent price prior to moving to Emerald Creek

Exhibit

A

Exhibit

B

I didn't break the lease. followed by copy of moving fee of \$421.25 on 11/11/20

- Page 1 of Defendants Answer & Affirmative Defenses Exhibit
opening claim, I, the Appellant improperly identified in the Complaint C

Date

Appellant (or attorney)

as Rose Edwards Assoc. LLC and Emerald Creek Apart

- Exhibit 1 - ~~Base~~ Greenville County Real Property Details

listing as written in Complaint

SCCA/720 (Amended 8/1/2011)

They advise as Edward Rose + Sons

NOT
LISTED
ANIMATE

RE: Re: Greensheet

From: Emerald Creek Apartments
(emeraldcreekapartments.reply.edwardrosesons@aptleasing.info)

To: tonyae411@yahoo.com

Date: Tuesday, November 17, 2020 at 03:53 PM EST

Thank you so much Tonya,

I hope you enjoy the rest of your week!

From : tonyae411@yahoo.com
cc :
Sent : 11/17/2020 3:44:57 PM
Subject: Re: Greensheet

854.444.0023

Respect Given Always,
Miss Tonya Ellington

On Nov 17, 2020, at 3:21 PM, Emerald Creek Apartments wrote:

?

Yes mam,

You as well!

What is a good number to reach you at? We may have an incorrect number on file.

Thanks,

Alyson Morgan

From : tonyae411@yahoo.com
cc :
Sent : 11/17/2020 2:06:40 PM
Subject: Re: Greensheet

Good afternoon Alyson,

Thank you for the notification. I'll be home for the repairs.

Have a blessed, safe and healthy week.
Respect Given Always,
Miss Tonya Ellington

On Nov 17, 2020, at 1:05 PM, Emerald Creek Apartments wrote:

?

Tonya,

This is Alyson from Emerald Creek Apartments and I was just wanting to let you know that tomorrow someone will be by to install the missing toilet paper holders and Thursday, maintenance will be by to fix the things that you listed on your greensheet!

Let me know if you have any questions,

Alyson Morgan

Emerald Creek Apartments



"A Membership of Extraordinary Privileges"

Floor Plan Size	Floor Plan Name	Monthly Rent
One Bedroom/One Bath	The Siena - 748 Sq.Ft.	\$1,002.00 - \$1,252.00
~~* Two Bedroom/Two Bath *~~	~~The Sicily - 1072 Sq.Ft.~~	~~\$1,183.00 - \$1,433.00~~
Two Bedroom/Two Bath- with Sunroom	The Milan- 1152 Sq.Ft	\$1,230.00 - \$1,480.00
Two Bedroom/Two Bathroom Roommate	The Venice- 1085 Sq.Ft	\$1,209.00 - \$1,459.00
Two Bedroom/ Two Bath Roommate with Sunroom	The Bellagio- 1166 Sq.Ft	\$1,267.00 - \$1,517.00
Three Bedroom/Two Bath	The Bella Vista- 1277 Sq.Ft	\$1,385.00 - \$1,635.00
Three Bedroom/ Two Bath with Sunroom	The Genova- 1360 Sq.Ft	\$1,449.00 - \$1,699.00

All prices above are with a 12-month lease and are subject to change

**** Prices include water, trash, sewer and pest control****

***** Proof of Renter's Insurance is required*****

Deposits and Fees

Application Fee: \$75.00 per applicant over the age of 18 or per legally married couple

Deposit: \$300.00 or \$750.00 (\$150.00 non-refundable admin fee)

Pet Fee Non-Refundable: \$400.00 for one pet, \$550.00 for two - maximum of two pets
(Breed restrictions apply)

Lease Terms

6 Month Lease fee: \$100.00 each month

3 Month Lease fee: \$200.00 each month

Extras

Garages: \$100.00 per month 22 x 12

Storage Units: \$35.00 per month 7.5 x 4.5



Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
626	05/01/2018	052018	401	PMTOPACH	WelcomeHome ACH payment -- Tonya Ellington	CWJKS04JLA5		\$950.00	\$-950.00
626	04/01/2018	042018		RENT	Rent		\$950.00		\$0.00
626	03/31/2018	032018	420	PMTOPACH	WelcomeHome ACH payment -- Tonya Ellington 4/1/2018	PM9DWL0JLA3		\$950.00	\$-950.00
626	03/01/2018	032018	401	PMTOPACH	WelcomeHome ACH payment -- Tonya Ellington	HM0CJWXHLA4		\$950.00	\$0.00
626	03/01/2018	032018		RENT	Rent		\$950.00		\$950.00
626	02/01/2018	022018	400	PMTOPACH	WelcomeHome ACH payment -- Tonya Ellington	7NV0T5VHLA3		\$950.00	\$0.00
626	02/01/2018	022018		RENT	Rent		\$950.00		\$950.00
626	01/01/2018	012018	401	PMTOPACH	WelcomeHome ACH payment -- Tonya Ellington 1/2/2018	XBBW8RQHIA1		\$931.33	\$0.00
626	01/01/2018	012018		RENT	Rent		\$950.00		\$931.33
626	11/27/2017	1122017		RENT	Rent		\$950.00		\$-18.67
626	11/30/2017	1112017		RENT	Rent		\$31.67		\$-968.67
626	11/14/2017	1112017	25	PMTCHECK	Payment By Check - Ellington	1031		\$1000.34	\$-1000.34
626	10/25/2017	102017	35	PMTCHECK	Payment By Check - Ellington	2963		\$60.00	\$0.00
626	10/25/2017	102017		APRFEE	Application Fees		\$60.00		\$60.00
								Balance	\$0.00

Lived @ T.H. from 11/30/17 until 12/3/20 (gave key)

I was out of Apt Before 11/30.
I was moving things out slowly into E.C... later movers were hired to move remaining items.

[illegible]

Tuscan Heights
Ellington, Tonya (Unit 626)
Resident ledger, as of Property date: 07/05/2023

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
626	12/03/2020	122020		DEAPPLIED	Apply Deposit to Charges Due			\$150.00		\$0.00
626	12/03/2020	122020		CLEANING	Charges For Cleaning Needed - Ellington			\$150.00		\$150.00
626	11/01/2020	112020		RENT	Rent			\$946.37		\$0.00
626	10/31/2020	102020	421	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 11/1/2020	13TPV80MLA5		\$946.37		\$-946.37
626	10/01/2020	102020		RENT	Rent			\$979.00		\$0.00
626	09/29/2020	092020	418	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 9/30/2020	VHSP0WWLLA5		\$979.00		\$-979.00
626	09/01/2020	092020		RENT	Rent			\$979.00		\$0.00
626	08/31/2020	082020	417	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington	WS4VJGSLLA4		\$979.00		\$-979.00
626	08/01/2020	082020		RENT	Rent			\$979.00		\$0.00
626	07/28/2020	072020	415	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington	VKP2HRPLLA3		\$979.00		\$-979.00
626	07/01/2020	072020		RENT	Rent			\$979.00		\$0.00
626	06/30/2020	062020	417	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington	TQ68GBLLLA4		\$979.00		\$-979.00
626	06/01/2020	062020		RENT	Rent			\$979.00		\$0.00
626	05/30/2020	052020	417	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 6/1/2020	MKJGXLHLLA4		\$979.00		\$-979.00
626	05/01/2020	052020		RENT	Rent			\$979.00		\$0.00
626	04/29/2020	042020	418	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 4/30/2020	XV045XDLLA7		\$979.00		\$-979.00
626	04/01/2020	042020		RENT	Rent			\$979.00		\$0.00
626	03/30/2020	032020	418	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 3/31/2020	B55V05BLLA3		\$979.00		\$-979.00
626	03/01/2020	032020		RENT	Rent			\$979.00		\$0.00
626	02/25/2020	022020	412	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington	XZZ83R6LLA5		\$979.00		\$-979.00
626	02/01/2020	022020		RENT	Rent			\$979.00		\$0.00
626	01/29/2020	012020	413	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 1/30/2020	Z0P7T84LLA2		\$979.00		\$-979.00
626	01/01/2020	012020		RENT	Rent			\$979.00		\$0.00
626	12/28/2019	122019	415	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 12/30/2019	2TV1QF1LLA7		\$979.00		\$-979.00
626	12/01/2019	122019		RENT	Rent			\$979.00		\$0.00
626	11/27/2019	112019	417	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 11/30/2019	WM6CTWXKLA2		\$979.00		\$-979.00
626	11/01/2019	112019		RENT	Rent			\$969.00		\$0.00
626	10/30/2019	102019	421	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 10/31/2019	1T1H85VKLA4		\$969.00		\$-969.00
626	10/01/2019	102019		RENT	Rent			\$969.00		\$0.00
626	09/28/2019	092019	414	PMTOPACH	WelcomeHome ACH payment - Tonya Ellington 9/30/2019	P2LBJRQKLA4		\$969.00		\$-969.00
626	09/01/2019	092019		RENT	Rent			\$969.00		\$0.00
Balance										\$0.00

The apt was cleaned this charge anyway

7-11-77 11:00 AM 10/3/80 DT 0247051200-100

Moving Rate: _____ Vans: _____ Men @ \$ _____ Per Job Hr., Plus _____ Hrs. Travel Time _____

(Approx. estimate packing date-instructions on job or other info.)

Jared & Corey

Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (owner) and confirmed by their signature hereon to be NOT exceeding _____ cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:

SHIPPER - IMPORTANT - READ WHAT YOU ARE SIGNING

X

Article

Value

(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.

CUSTOMER:

BÝ:

MOVER:

BY:

Except as specifically endorsed hereon:

All services and All articles received in Good Condition

CUSTOMER:

BY:

CHARGES

MOVING _____ hours @ \$ _____ per hr.
OVERTIME _____ hours @ \$ _____ per hr.
CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.
WEIGHT _____ lbs. @ \$ _____ per lb.
PIANO CHGS. _____
OTHER _____

Barrels, packed _____ @ \$ _____ each

Barrels, loaned _____ @ \$ _____ each

Wardrobes _____ @ \$ _____ each

Cartons or boxes _____ @ \$ _____ each

Matt cartons _____ @ \$ _____ each

Other _____

Whse. Labor chgs:

Storage chgs.

Other

Carrier Liability: shipper declares the full value of the shipment for the purpose of carrier liability to be:

Amt. \$ _____ @ \$ _____ per \$100.00

TOTAL CHARGES

Advance Deposit

BALANCE DUE

RECEIVED PAYMENT

MOVER:

BY:

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

) IN THE MAGISTRATE'S COURT
) CASE NO. 2023CV2311002593

Tonya Ellington,

Plaintiff,

vs.

Rose Edwards Assoc., LLC/Edward
Rose Assoc., LLC (Emerald Creek
Apts.)

Defendants.

**DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES**

AUG 23 2023

Gantt Summary
FILED

Defendants Edward Rose Associates, Inc. ~~improperly identified in the Complaint as~~

~~"Rose Edwards Assoc., LLC"~~ and Emerald Creek Apartments (**"Defendants"**) answer the

Complaint of Plaintiff Tonya Ellington (**"Plaintiff"**) as follows:

①
Exhibit C

FOR A FIRST DEFENSE
(General Denial)

Except as specifically admitted, modified, or explained here, ~~every allegation of~~
~~Plaintiff's Complaint is expressly denied including those allegations set forth in the Complaint's~~
~~prayer for relief.~~

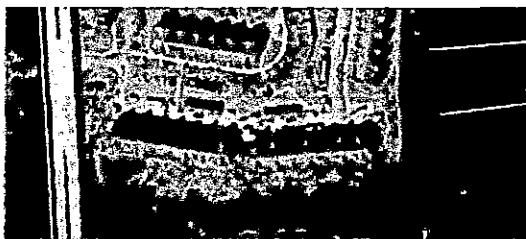
FOR A SECOND DEFENSE
(Specific Denial)

Defendants respond to the individually unnumbered and numbered paragraphs of the
Complaint as follows:

1. ~~Responding to numbered Paragraph 1 of the Complaint, Defendants deny they~~
~~are residents of Greenville County, but admits it conducts business in Greenville County.~~
~~Defendants do not dispute that venue is proper in this Court~~

2. Responding to numbered Paragraph 2, which spans eight handwritten pages,
Defendants admit only that Plaintiff entered into a lease agreement on or about October 29, 2020

Exhibit C



SEARCH RESULTS

Owner Information	
Owner Name	ROSE EDWARD ASSOC INC
Additional Owner Name	
Care Of	
Mailing Address	Po Box 2012
City	Bloomfield Hills
State	MI
Zip Code	48303



Mobile
Maps and
Information



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search.

Map No.	Owner	Address
M011010100310	EDWARD ROSE ASSOCIATES INC	350 FAIRFOREST WAY

Evidence properties
not owned by ER&S
but Edward Ross
Associates Inc. or
Rose Edwards LLC.

PIN / Tax Map #	M012030100102
Owner Name	Rose Edward Assoc Inc
Owner Name 2	
Mailing Address	Po Box 2012
City	Bloomfield Hills
State	MI
Zip Code	48303
In Care Of	
Previous Owner	
Deed Date	6/28/1979
Deed Book	1105

Owner Information	
Owner Name	EDWARD ROSE ASSOCIATES INC
Additional Owner Name	
Care Of	
Mailing Address	Po Box 2012
City	Bloomfield Hills
State	MI
Zip Code	48303



Mobile
Maps and
Information



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel Information	
Acres	16.053
Description	None
Location	Fairforest

Ownership History	
Owner Name	Edward Rose Associates Inc
Deed Book	2010
Deed Page	1834
Date of Last Sale	20020930
Last Sale Price	\$92,885
Owner Name	Laurel Woods Apts Phase I
Deed Book	1167
Deed Page	543
Date of Last Sale	19821231
Last Sale Price	\$0



Exhibit C
Emerald
Green

REAL PROPERTY DETAILS

Details for Tax Year 2023

Select Another Tax Year: 2023 ▾

☒ View Map☒ View Old Property Card☒ Change Mailing Address☒ Download Forms☒ Property Tax Estimate☒ Enroll in E-billing

GENERAL INFORMATION

Map ID: 40120301001021

Tax Year: 2023

District: 500

Owner(s): Rose Edward Assoc, Inc

Previous Owner:

Care Of:

Mailing Address: Po Box 2012 Bloomfield Hills, MI 48303

DESCRIPTION

Acreage: 23.387

Description: None

Location: 301 Fairforest Way

Subdivision:

Deed Book-Page: 1105 - 675

Deed Date: 06/28/1979

Will:

Sale Price:

Plat Book-Page: 7-G / 20

CLASSIFICATION

Jurisdiction: 1 (County Jurisdiction)

Homestead Code: No

Assessment Class: OT - Non-Legal Residence

PROPERTY INFORMATION

Bedrooms/Bathrooms: 0 Bedrooms, 0 Bathrooms, Half Bathrooms

Square Footage: 0

Land Use: 120 (Apartment-Convent(C,D))
120 (Apt- High rise (A,B))

VALUE

Fair Market Value: 42,928,710

Taxable Market Value: 42,928,710

Total Rollback:

Taxes: Not Available

REAL PROPERTY DETAILS

Laurel
WOODS

Details for Tax Year 2023

Select Another Tax Year: 2023 ▼

☒ View Map☒ View Old Property Card☒ Change Mailing Address☒ Download Forms☒ Property Tax Estimate☒ Enroll in E-billing

GENERAL INFORMATION

Map #: M011010100310

Tax Year: 2023

District: 500

Owner(s): Edward Rose Associates Inc.

Previous Owner: Laurel Woods Apts Phase I

Care Of:

Mailing Address: Po Box 2012 Bloomfield Hills, MI 48303

DESCRIPTION

Acreage: 16.053

Description: None

Location: 350 Fairforest Way

Subdivision:

Deed Book-Page: 2010 - 1834

Deed Date: 09/30/2002

Will:

Sale Price: \$92,885

Plat Book-Page: 7-G / 20

CLASSIFICATION

Jurisdiction: 1 (County Jurisdiction)

Homestead Code: No

Assessment Class: OT - Non-Legal Residence

PROPERTY INFORMATION

Bedrooms/Bathrooms: 0 Bedrooms, 0 Bathrooms, Half Bathrooms

Square Footage: 0

Land Use: 120 (Apartment-Convent(C,D))
120 (Apt- High rise (A,B))

VALUE

Fair Market Value: 4,147,200

Taxable Market Value: 4,147,200

Total Rollback:

Taxes: Not Available

EXHIBIT B
RULES AND REGULATIONS

Exhibit D

But it's okay for our
not down to be obstructed w/ dead
bags, dirty stair rail b,
cabners, duty

I moved here in
10/2020

- R 1. The sidewalks, entrances, passages, courts, vestibules, stairways, basements, corridors and hallways may only be used to enter or leave the Apartment and may not be obstructed by Resident or Other Occupants or used for storage of personal items, recreational activities or loitering.
- R 2. Resident is responsible for and will pay for any damage to the Apartment or the Apartment Community which occurs because of property being moved or carried into or out of the Apartment.
- R 3. Owner will retain a pass key to the Apartment. Resident may not alter any lock or install any door knocker on the Apartment entry door. Resident may install an additional lock on the door to the Apartment, only with the prior written consent of Owner and only if Resident gives an additional key to the lock to Owner. If it is necessary for Owner or others to enter the Apartment because of an emergency and damage occurs in entering because of any additional lock, Resident must pay for the damage.
- R 4. No shades, screens, awnings or other projections may be attached to or extend beyond the outside walls, windows or doors of the Apartment without Owner's consent.
- R 5. No sign, advertisement notice or other lettering may be placed anywhere in the Apartment or Apartment Community which can be seen from outside of the Apartment.
- R 6. No property may be kept on the window sills. Resident shall not allow anything whatsoever to fall from the windows or doors of the Apartment, nor shall Resident sweep or throw from the Apartment any dirt or other substance into any of the corridors, halls, light shafts, ventilators or elsewhere into the Apartment Community.
- R 7. All window treatments must have white linings or exterior surfaces in order to provide a uniform and consistent appearance.
- R 8. No spikes, hooks or nails may be driven into the walls or woodwork of the Apartment; except that a reasonable number of paintings or pictures may be hung in the Apartment using only small wire nails. No mirrors, cork, picture hangers or wall decor may be glued to the walls. In any case, Resident is responsible for restoring the walls.
- R 9. No telephone may be installed on any wall of the Apartment.
- R 10. No waterbeds may be installed in the Apartment.
- R 11. Kitchen appliances, sinks, toilets and other equipment should be used only for their intended purpose. Ice should not be removed from refrigerators or freezers with sharp tools or instruments. Hot pots, cigarettes or other hot items should not be placed directly on kitchen counter. A cutting board should be used to protect the kitchen counters.
- R 12. Sinks and toilets should not be used to dispose of grease, rubbish, sweepings, cigarettes, cigars, paint, disposable diapers or sanitary napkins. These types of waste should be disposed of in proper receptacles.
- R 13. No radio, or television antennas or satellite dishes, shall be erected in or about the Apartment without Owner's consent.
- R 14. No dogs, cats, reptiles or other animals are allowed in the Apartment Community without prior written consent of Owner. Resident is responsible for cleaning up all pet waste. If Owner is required to clean up waste left by Resident's pet, then Resident will pay a \$75 clean up fee per occurrence plus a Lease Violation Fee of \$50. Resident must maintain direct control of Resident's pet at all times.
- R 15. Resident will not allow anything to fall or be thrown or swept from the windows, doors or balconies of the Apartment. Resident will not hang clothes, sheets, blankets or other items from any window or balcony in the Apartment Community, nor will Resident install any lines, racks or devices to allow hanging or air-drying of any such items.
- R 16. Resident may not do anything in the Apartment Community which will interfere with the rights, comforts or convenience of other residents. No musical instruments, radios, televisions, phonographs or other equipment may be used in a manner that disturbs or annoys other residents, nor may any disturbing noises be made at any time. Resident will not permit smoke, fumes or odors to emanate from the Apartment.
- R 17. Children under the age of 14 must be properly supervised by an adult at all times when using Apartment Community amenities that could create a dangerous condition for the children or disturbance to other residents.
- R 18. Laundry may only be done in designated areas where proper outlets are available and in washing machines and dryers provided by Owner, or, if permitted in the Apartment Community, in washing machines and dryers owned or leased by Resident.
- R 19. Bagged garbage may only be placed in Owner's containers, if provided by Owner or in proper containers of Resident if not provided by Owner. Container lids must be kept tightly closed at all times and Resident will comply with all governmental regulations relating to the containers and their use. Resident may not do anything that promotes mold growth, or accumulate waste or refuse matter in, on or around the Apartment, the common areas, the building or anywhere in the Apartment Community. No large furniture items or garbage from outside Apartment Community may be placed in Apartment Community dumpster or container.
- R 20. The storage of charcoal or gas grills, kerosene, gasoline, or other flammable or explosive materials in the Apartment community is prohibited.
- R 21. Any storage areas designated for Resident's use must be used in a safe manner. No electrical appliances may be connected to any light sockets in the storage area.
- R 22. No barbecuing may be done on patios, balconies or grounds of the Apartment Community unless in facilities provided by Owner, if any.
- R 23. Smoking of any kind (including electronic cigarettes or vaporizers) is prohibited in all enclosed common areas of the Apartment Community, including hallways, stairwells, basements, or laundry facilities.
- R 24. No personal property of any kind may be placed or kept on the lawns.
- R 25. Trees, shrubs, and other landscaping are a vital and valuable part of the Apartment Community and Resident understands that they are responsible for any damage caused to landscaping by Resident.
- R 26. No camper, snowmobile, commercial vehicle or recreation vehicle may be stored or parked, within the Apartment Community at any time. Automobiles not used on a regular basis are also prohibited. Resident may not repair or wash any vehicle in the Apartment Community, at any time. Any prohibited vehicle will be towed by Owner at Resident's expense. Permitted automobiles may only be driven in the roadway and parked in proper parking areas.
- R 27. A service charge may be levied on any lockouts in the amount of \$25.00. A representative of Owner will only be permitted to open your unit for Resident or other Occupants specified on the lease, after verifying identification and during regular business hours. However, in some circumstances, after-hours lockout assistance may be available and Residents are encouraged to check with their applicable Property Manager. Resident hereby agrees that any lockout-fee incurred will be assessed as Additional Rent and the Property Manager may not be available to open your unit in the case of a lockout during non-business hours. All apartment, corridor, laundry, or replacement keys will be provided to Resident and no other party.
- R 28. Separate rules and regulations governing the use of the swimming pool, recreation areas, and other Common Areas in the Apartment Community may be established by the Owner. Such separate rules and regulations will be available at the leasing office of the Apartment Community, or may be posted at the separate areas. Resident is responsible for reading the rules and for abiding by them as well as having all Other Occupants and guests and visitors abide by them.
- R 29. Resident will not do anything in the Apartment or Apartment Community that will increase hazard insurance rates for the Apartment Community.
- R 30. Resident will not disable smoke detectors, carbon monoxide detectors or fire extinguishers in the Apartment or any Common Areas. Resident will maintain a minimum temperature of at least fifty-five (55) degrees Fahrenheit inside the Apartment at all times.
- R 31. Resident shall not use or permit the use of the Apartment for the unlawful manufacture, delivery, possession or possession with intent to deliver any substance or material subject to control by state or federal criminal laws, including without limitation medical marijuana or THC products.

Initials Initials Initials Initials Initials Initials

19. **OWNER'S DUTY TO REPAIR.** Owner agrees to keep the Apartment in reasonable repair during the term of this Lease, provided that Resident promptly notifies Owner of any condition in the Apartment which is in need of repair. If any repairs are made necessary or become more costly because of the acts, misuse or neglect of Resident or because of the failure of Resident to notify Owner of any condition in need of repair, then Resident agrees to pay Owner for the cost of making the repairs as additional Rent. Whenever repairs to be made by Owner shall be delayed because of factors beyond Owner's control, the obligation of Resident hereunder shall not be affected whatsoever thereby, nor shall any claim accrue to Resident against Owner, or its assigns, by reason thereof. *Breached*

20. **ACCESS TO THE APARTMENT.** Resident expressly agrees that, subject to applicable laws, Owner, Owner's agents, employees and contractors designated by Owner have the right to enter the Apartment at reasonable times upon 24 hours' written notice to inspect the Apartment, show it to prospective purchasers or lenders, or to perform maintenance, repairs or to make alterations to the Apartment or the building in which the Apartment is located. Owner's right to entry is contingent upon the existence of one of the following: (i) at any time with the consent of Resident; (ii) without notice to respond to an emergency situation affecting the Apartment or the Apartment Community that could reasonably be expected to cause serious damage to property or injury to persons if not remedied immediately; (iii) between specified hours to provide regularly scheduled services and services requested by Resident; (iv) pursuant to a court order if Resident has abandoned or surrendered the Apartment; and (v) as permitted by S.C. Code Ann. 27-40-530(d). After either Owner or Resident gives notice that this Lease will terminate, the Owner may show the Apartment to prospective residents at all reasonable hours without advance notice. *Breached / excessive*

ACCESS DUE TO POOR MAINTENANCE / REPAIR / initial inspection before moved in on 10/29/20

21. **BEDBUGS.** Resident must promptly notify Owner of any known or suspected bedbug presence in the Apartment. Resident must allow Owner and Owner's pest control agents to enter the Apartment at reasonable times to inspect for the presence of bedbugs. If Owner confirms the presence of bedbugs, Resident shall cooperate and coordinate with Owner and Owner's pest control agents to treat and eliminate the bedbugs. Resident shall not treat for bedbugs. If Owner determines that Resident is the source of the bedbugs, Owner will require Resident to pay all costs of cleaning and pest control treatments incurred by Owner to treat the Apartment for bedbugs as well as any costs to inspect, clean and/or treat other involved apartment units or areas where bedbugs have spread. Resident shall pay any such inspection, cleaning and treatment charges no later than the first day of the month following the date on which Owner delivers the bill to Resident.

22. **CONSTRUCTION ACTIVITIES.** Owner reserves the right to make modifications to the Apartment and the Apartment Community. Resident understands that additional buildings and/or other facilities or improvements may be constructed, other apartment units may be rehabilitated, and that Owner may develop additional property and add to the size of the Apartment Community during Resident's occupancy of Apartment. Therefore, Resident understands that inconveniences, such as incomplete or temporary facilities, dirt, dust, mud, noise and debris may occur during construction and Resident will accept these conditions without complaint and will not be entitled to any reduction of Rent because of any such conditions.

23. **RIGHT TO MORTGAGE.** Resident understands and agrees that this Lease is and will be subject and subordinate to all present and future mortgages affecting the Apartment Community, and that all Rent and this Lease may have been or may be assigned by Owner to its mortgage lender as security for the repayment of any mortgages affecting the Apartment Community.

24. **TRANSFER OF SECURITY DEPOSIT.** If Owner sells, assigns, or conveys its interest in the Lease, the Apartment Community or the building in which the Apartment is located, Owner also will have the right to transfer the Security Deposit. Upon the transfer by Owner to a transferee of the Security Deposit, the assumption by the transferee of all of Owner's obligations with respect to the Security Deposit and receipt by Resident of a written notice from said transferee that transferee has assumed Owner's obligations under this Lease, Owner will be relieved of all liability to Resident with respect to the Security Deposit and the transferee will be deemed to have assumed Owner's liability. Resident agrees that Owner's mortgagee will not be responsible or liable for any Security Deposit unless the mortgagee actually receives the Security Deposit.

25. **LIABILITY OF RESIDENT.** Resident understands and agrees that they have been entrusted with valuable property and appliances in the Apartment. Resident agrees that they will treat Owner's property within the Apartment and the Apartment Community with all due respect and care, including keeping all such property in a clean, neat and orderly condition and promptly notifying Owner of any necessary maintenance or repair to all such property. Resident agrees to be liable to Owner for any damage, loss or injury suffered by Owner, which is caused directly or indirectly by Resident's failure to comply with its obligations in this Section, or the negligence of Resident, including any loss due to fire and any liability of Owner to any other person arising out of Resident's acts. The costs of such damage will be deemed to be additional Rent under the terms of this Lease.

26. **NOTICE OF INJURIES.** In the event that Resident suffers any damage or injury for which they believe Owner is liable, Resident promises and agrees to notify Owner, in writing, within five (5) days of occurrence of the injury, or as soon after the injury as practicable. The failure of Resident to notify Owner of any injury or damage will be a breach of this Lease, and Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including Owner's inability to determine the cause or responsibility for the injury or damage.

27. **CONTENTS INSURANCE.** Resident is solely responsible for insuring the contents of the Apartment including appliances furnished by Owner. Resident agrees that any damage to the contents which are, or should be insured by Resident under this paragraph are Resident's responsibility. *complied entire duration of my residency. 10/29/20 - 9/8/23*

28. **SECURITY.** Owner, its agents and employees do not make any warranties, guaranties or representations regarding the security of the Apartment, the Common Areas, or the Apartment Community. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident understands and agrees that Resident and occupants are exclusively responsible for protecting themselves, the Premises and guests from crime, fire and any other danger. Resident agrees that Owner has made no representations regarding the safety of the Apartment, Common Areas or the Apartment Community. *My corridor endured shooting by former 1st FLR tenant.*

29. **INTENTIONALLY DELETED.** *Also numerous car break-ins and other criminal behavior.*

Initials	Initials	Initials	Initials	Initials	Initials

Exhibit D

ADDENDUM TO LEASE - MOLD POLICY

Addendum to a Lease dated 10/25/2022 in which Edward Rose Associates, Inc. doing business as Emerald Creek Apartments appears as "Owner" and Tonya Ellington appear(s) as "Resident(s)" for an Apartment/Townhome numbered as 43T3.

To minimize the occurrence and growth of mold in the Apartment, the Resident hereby agrees to the following:

Resident(s) shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence.

Resident(s) must keep climate and moisture in Apartment at reasonable levels. In addition, use exhaust fan in kitchen and bathroom when necessary. Use of exhaust fan, if available, in bathroom for at least thirty (30) minutes after bathing or showering is suggested.

But the mold is kept up outside
Resident(s) shall make every effort to clean and dust the Apartment regularly, in particular the kitchen and bathroom because these are breeding grounds for mold. *The apt itself is filled w/ excessive moist / unhealthy air quality. I've purchased DampRid products for each room. Pictures included in my complaint*

Resident(s) shall promptly notify Owner in writing of the presence of the following conditions:

- i. A water leak, excessive moisture, or standing water inside the Apartment or standing water in any community common area
- ii. Mold growth in or on the Apartment;
- iii. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.

Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident(s) at law or in equity.

Resident(s) shall be liable to Owner for damages sustained to the Apartment or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum. Owner shall have no liability arising out of the presence of mold in the Apartment unless Owner fails, upon written notice, to take remedial action.

In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

ABOUT MOLD

Mold is found both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific

Exhibit D

evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, one should take appropriate precautions at home. I've purchased

DampBot products for each room. Unit itself is unhealthy. Cleanliness, particularly in the kitchen and bathroom, discourages mold. Regular vacuuming,

mopping and cleaning of hard surfaces help remove the household dirt and debris that harbor mold. Moldy food must be thrown away. I've complied with lease but owner

has breached with not keeping corridors, including stair well rails, Visible moisture on windows, walls, ceilings, floors and other surfaces should be eliminated. Grounds cleaned.

Repair leaks in washing machine hoses and discharge lines. When showering, don't let water escape. After a shower or bath, (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surface has dissipated; and (3) hang up towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before showering or cooking with open pots.

Periodically open windows and doors on days when the outdoor weather is dry (i.e.: humidity is below 50 percent) to help humid areas of the Apartment dry out.

Promptly follow up on any signs of water leaks, water infiltration or mold.

Prevent excessive moisture buildup in the Apartment. Leaks and moisture that accumulate on dwelling surfaces or that get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources.

If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic) the Environmental Protection Agency recommends cleaning the areas with soap/detergent and water, letting the surface dry, and applying a pre-mixed, spray-on-type household disinfectant or mildew remover.

Always clean and apply a disinfectant to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with high-efficiency particulate air (HEPA) filter can be used to help remove mold from sofas, chairs, drapes and carpets.

Owner's Authorized Signer

Tanya Ellington

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

Notice of Preventative Maintenance- PLEASE READ

From: Edward Rose Property Management (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Friday, March 4, 2022 at 04:59 PM EST

Exhibit
E



EMERALD CREEK

Dear Valued Resident(s),

This notice is to advise you that our maintenance staff will be entering your apartment during the week of 3-7-2022 through 3-11-2022, to perform the following Preventative Maintenance Services in your home:

- Furnace Filter replacement/clean
 - (Note: If your furnace is located in a closet, we ask for your cooperation in making sure that your personal belongings are not blocking the access panel to the furnace.)
- Clean condensation drain
- Check for proper operation of the smoke detector
- Check toilet
- Check ceramic tile and caulking
- Clean dryer vent
- Clean bathroom fan
- Check walls and ceilings
- CO Testing ?

Thank you in advance for your cooperation and understanding.

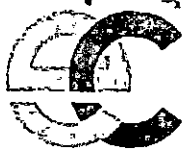
Sincerely,
Emerald Creek Apartments

Emerald Creek Apts.
(864) 214-2105
Emeraldcreek@edwardrose.com
www.liveatemerald creek.com

X NOT
O Checked
Just replaced
air filter &
removed one
from inside
storage on
balcony

O He apt didn't
have air filter
inside apt from
dorm, a day
discovered when
I asked to be
replaced

only removed
A/C from
photo storage
& replaced filter
in apt.



EMERALD CREEK

301 Fairforest Way
Greenville, SC 29607

(864) 214-2105

BHEmeraldCreek@edwardrose.com

1st Year Preventative Maintenance
been performed thoroughly.

Prior was a walk through.

-I am at home 99% of the
time and present during every
visit.

Exhibit E

March 6, 2023

Dear valued resident in building 4,

As a way to ensure that we are being proactive and prevent any maintenance issues in the future, we will be performing a preventative maintenance inspection of everyone's apartment on a yearly basis. We will be entering your apartment home between the hours of 9AM-5PM either on Wednesday 03/08, Thursday 03/09, or Friday 03/10. Upon this visit, we will be changing the air filter and inspecting the HVAC unit, as well as inspecting the sprinkler system. We will also be looking at your SmartRent system (AC & door lock) to make sure it is up to date and that batteries do not need to be changed, etc. Finally, we will be performing a visual inspection of the apartment for any maintenance issues that may need to be fixed.

Unfortunately, we cannot give a specific time or day in this time-period, as we are performing these throughout building 4, starting with the first corridor and working our way down from there. If you have any pet(s), please assure they are put up to prevent a re-scheduling of the inspection.

We sincerely apologize for the inconvenience and appreciate your understanding while we perform this routine/preventative maintenance. If you have any questions and/or concerns, please let us know as we would be happy to assist!

Sincerely,

Management Team
Emerald Creek Apartments

3/7/23

in office / then emailed
as requested.

"Skip my apt as I
requested"

Emailed Reed after his
email - advised him I
will call B on Monday
3/13/23 to set day/time
for Brian to check apt.

What he claimed they check never happened
in my apt. The slacked by time now have
come home with it.

New Pest Control Service at Emerald Creek Apartments

Exhibit 5 f

5/15/23

From: Emerald Creek Apartments (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Monday, May 15, 2023 at 11:40 AM EDT

The only time I see
Pest control was when they
removed the wasp nest from
my balcony

Dear Residents of Emerald Creek Apartments,

We hope this email finds you well. We are pleased to announce that we have partnered with a new Pest Control company, Mack Pest Solutions, to ensure a pest-free environment for our community. Your comfort and satisfaction are our top priorities, and we are committed to addressing any pest-related concerns promptly and effectively.

To kickstart our new partnership, today our Pest Control team will be treating the exteriors of all buildings, including the breezeways, for general pests. This proactive approach will help create a barrier against common pests and minimize the likelihood of infestations. Please ensure that your windows and doors are closed during the treatment to allow for effective application.

Going forward, the Pest Control company will be visiting our community every Wednesday to conduct routine inspections and treatments. If you are experiencing any pest issues or would like to be added to the treatment list, please inform us as soon as possible. Your feedback and collaboration are crucial in maintaining a pest-free living environment.

sprinkles
in
I believe
2021

We kindly request your cooperation during the scheduled Pest Control visits. By working together, we can maximize the effectiveness of the Pest Control service and minimize any inconvenience caused.

Please don't hesitate to reach out to our team if you have any questions, concerns, or pest-related issues. We are here to assist you and ensure your comfort and satisfaction throughout your stay at Emerald Creek Apartments.

Thank you for your understanding and cooperation. We appreciate your continued support as we strive to provide you with a pleasant and pest-free living experience.

Best regards,

Emerald Creek Team
(864) 214-2105
emeraldcreek@edwardrose.com

301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

Fire Prevention

From: Edward Rose & Sons (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Tuesday, June 27, 2023 at 03:18 PM EDT

Dear Resident,

As you know, we are experiencing unusually dry weather conditions which has resulted in an elevated risk of fire. We wanted to assure our residents that we are doing all we can to reduce the risk of accidental fires in our community, including increasing resident awareness.

Most apartment community fires start on the balcony of an apartment. Smoking is by far the number one contributor. If you reside in an approved building to smoke, please be responsible and extinguish your cigarette completely, ensuring that it is completely out. Do not throw your cigarette into the lawn or shrubbery below. Do not keep a makeshift cigarette waste can as this is not a safe way to dispose of cigarettes.

As a reminder, we do not allow charcoal or gas grills in our community. It is also a lease violation to store any type of flammable liquids, propane tanks, fireworks, or any other type of flammable material on the balcony, storage unit, garage or inside your apartment home.

If you notice a grill, propane tank, or any other potential fire hazard on any balcony or patio within the community, please contact the leasing office immediately. Our management team performs regular checks for potential fire hazards; however, they are unable to see every potential hazard at the community. Your help is appreciated and essential to help prevent accidental fires.

In the unlikely event that there is a fire in your building, please understand that your safety is our primary concern. Do not remain in your apartment. Please leave the building and call 911 immediately.

With your help through awareness, prevention, and action, we can limit the number and severity of future fires within the community.

Thank you for your cooperation.

301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

* Bird nest remain onto
fire extinguisher sprinkler *

* Fire Hazard *
7/4/23

Sent after my claimant
6/23/23 + 6/24/23

Attempt to cover their
negligence!!!

* They are always asking to inform but the proper
team doesn't follow through.

Happy 4th of July! Office Closure and Important Reminders

From: Emerald Creek Apartments (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Monday, July 3, 2023 at 06:45 PM EDT

Dear Residents of Emerald Creek Apartments,

We hope this email finds you in high spirits as we approach the festive occasion of Independence Day. On behalf of the entire Emerald Creek Apartments team, we would like to wish you a Happy 4th of July filled with joy, laughter, and cherished moments with your loved ones.

We want to inform you that our Leasing Office will be closed on Tuesday, July 4, 2023, in observance of Independence Day. However, we will be back in full swing and ready to assist you on Wednesday, July 5, 2023, during our regular office hours.

While we hope you have a safe and enjoyable holiday, we kindly remind everyone that fireworks are not permitted on-site. We ask for your cooperation in adhering to this policy to ensure the safety of our community and the preservation of our property. Additionally, please note that alcohol is not allowed in any of our amenities, including the pool area and grilling stations.

As the summer heat continues, we encourage you to make the most of our refreshing pool and convenient grill stations. The pool and grill hours are from 10:00 AM to 9:00 PM. Please enjoy these amenities responsibly and be mindful of your fellow residents' enjoyment.

In the event of a maintenance emergency during the Independence Day holiday, please contact our dedicated team at (864) 214-2105 and select option #3. We are here to promptly address any urgent maintenance issues that may arise.

~~We want to take this opportunity to extend our warmest wishes to each and every one of you. May your holiday be filled with laughter, good company, and delightful memories. If you have any questions or need assistance, please don't hesitate to reach out to us when the office reopens on Wednesday.~~

~~Thank you for choosing Emerald Creek Apartments as your home. We appreciate your residency and the positive energy you bring to our community. Here's to a joyful and successful July and beyond!~~

Best regards,

Emerald Creek Team
(864) 214-2105
emeraldcrreek@edwardrose.com

301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

EC emails
7/3/23
July 4th
Weekend
Exhibit F

LIES!!! How could I when as soon as I
opened my door
I ~~was~~ met
w/ bird feces +
it's disgusting
Smell

Building Sprinkler Inspection

Exhibit 1#

From: Emerald Creek Apartments (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Monday, August 7, 2023 at 03:01 PM EDT

Dear Residents of Emerald Creek Apartments,

We hope this email finds you well. We are writing to inform you about an upcoming essential maintenance activity that will take place in our community.

On both today, August 7th, 2023, and tomorrow, August 8th, 2023, between the hours of 9:00 AM and 5:00 PM, we will be conducting routine testing of the fire sprinkler systems in the breezeways and buildings of Emerald Creek Apartments. This proactive measure is crucial to ensure the safety and well-being of all our residents.

During this testing period, you may hear the fire alarm sound intermittently. We want to reassure you that this is a normal part of the testing process. There is no need for alarm, as this is a precautionary measure we undertake to ensure that our fire sprinkler systems are in optimal working condition in case of any unforeseen emergencies.

~~Your safety is our top priority and we appreciate your understanding and cooperation during this testing period. If you have any concerns or questions regarding the testing process, the alarms, or any other related matters, please do not hesitate to reach out to our maintenance team or the leasing office. We are here to address any queries you may have.~~

We apologize for any inconvenience this testing might cause and appreciate your patience and cooperation. Your understanding is vital in helping us maintain a safe living environment for everyone at Emerald Creek Apartments.

Thank you for being a valued member of our community.

Best regards,

Emerald Creek Management
(864) 214-2105
emeraldcreek@edwardrose.com

301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

Pressure Wash Building

Exhibit F

From: Emerald Creek Apartments (no-reply@rentcafe.com)

To:

Date: Monday, June 26, 2023 at 09:07 AM EDT *

June 26th 2023

Dear Residents of Building 4,

We are pleased to inform you that on June 29th and 30th, our maintenance team will begin pressure washing the corridors and walks of your building. Please remove all belongings that you have inside the corridor, including door mats, and ensure your windows are closed throughout the day. We will not be responsible for damaged personal property outside of your apartment home.

If you have any concerns regarding this matter, please contact the leasing office at the number above. We appreciate your anticipated cooperation and as always, we thank you for making Emerald Creek your home.

Emerald Creek Team

301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

* Bird nest with family of five - mother, father, three birds.

Excessive bird poop on fire extinguisher and ground. - *

6/30/23 approximately

My corridor was attended to but my door was left dirty w/ debris, ceiling of corridor still has wasp nest and dirt from construction since my move in date 10/29/20. They refuse to

utilize a professional pressure wash cleaners.

Sent after my claimant on 6/23/23 + 6/26/23
Promised of PWB since last year never done.



EMERALD CREEK

301 Fairforest Way
Greenville, SC 29607

(864) 288-7073

BHEmeraldCreek@edwardrose.com

NOTICE OF PRESSURE WASHING

June 26th 2023

Dear Residents of Building 4,

We are pleased to inform you that on June 29th, and 30th, our maintenance team will begin pressure washing the corridors and walks of your building. Please remove all belongings that you have inside the corridor, including door mats, and ensure your windows are closed throughout the day. We will not be responsible for damaged personal property outside of your apartment home.

If you have any concerns regarding this matter, please contact the leasing office at the number above. We appreciate your anticipated cooperation and as always, we thank you for making Emerald Creek your home.

Emerald Creek Team

Left on door 6/26/23 in the
afternoon
I discovered 6/27/23 leaving
out to head to Dr. Appt in lt
8:05 am

7/14/23 sent to residents
but I wasn't included.



EMERALD CREEK

301 Fairforest Way
Greenville, SC 29607
(864) 288-7073

BHEmeraldCreek@edwardrose.com

→ to our valued residents,

Our main goal within the community is to work diligently in efforts to provide our residents with comfortability, safety, and a clean environment. While our staff works to do this, it cannot be done alone, and we must work together to achieve these goals. A constant effort on behalf of our staff is to ensure that we hear and address the concerns you may have. Below are a few helpful reminders of the terms agreed upon that shall be adhered to by every resident.

- All residents with a pet(s) should dispose of their fecal matter. Pet stations and pet waste bags are located throughout the premises for this purpose.
- Pet(s) must be on leash at all times when not in the "Pet Park" provided at the front of the property. No exceptions.
- Quiet hours are between 10pm and 7am. Please be mindful and respectful of you neighbors at all times throughout the day and evening, but especially during "Quiet Hours."
- Noise Complaints: If you wish to report a noise complaint, please contact our office, and then select the appropriate option for "Emergency Maintenance". We ask that you leave a voicemail, and our On-Call Maintenance Technician will come out to verify the noise being reported. We will follow a "Noise Verification Policy" per our management company, to ensure that fair treatment is being implemented. If you do not call-in real time, please contact the Greenville non-emergency line to report this and obtain a police report. We will not send a Noise Violation Notice to anyone without proper verification of the alleged noise.
- Currently, we do not have a valet trash service. All trash should be disposed of in the provided garbage units throughout the property. Leaving trash outside of your front door or in the corridor is never permitted and may result in fines.
- Please be reminded that smoking inside the units, in the corridors, and any common area is prohibited, as well as the use of any illegal substance(s). We are working closely with law enforcement to isolate the use of marijuana and any other illegal paraphernalia, as it is prohibited on the property.
- Grills (charcoal or gas), fire pits, kerosene, gasoline, or any other flammable or explosive materials are not allowed in the community or on the property. They are not permitted to be stored nor housed in any portion of the unit, balcony, patios, corridors, or garages.
- The following items are not permitted on your balcony/patio- including but not limited to: Curtains, Flags, Signs, Non- Outdoor Furniture, ect. For a full list, please view your lease agreement.
- Pool parties of any kind are not allowed. This includes but is not limited to birthday celebrations, graduation parties, ect. Each resident (lease holder(s)) are permitted a two-guest maximum. The pool is open daily from 10am until 9pm nightly, unless otherwise announced via email or posted signage indicating closing or inclement weather.

Insult to
my intelligent
+ my
many
complaints
fell through
to only
be accused
as being
the problem.
I will have
to
presume
Traci need
heard + learn
a lesson by w
of dealing with
me.
Email '6
are
evidence.



EMERALD CREEK

301 Fairforest Way
Greenville, SC 29607
(864) 288-7073

BHEmeraldCreek@edwardrose.com

- Ring Cameras. If the position of the camera is able to view the opposing door or view the apartment home across the corridor it is not permitted and will need to be relocated or removed.

The above concerns are just a few of the items that we want to address as we have heard from you, the resident(s). Please reference your lease agreement if you have any questions or concerns or feel free to contact the front office. We have attached a copy of "Exhibit B: Rules and Regulations" found in your lease agreement to this email, as a reference to the rules and regulations of Emerald Creek. Thank you for being the most valuable part of our community.



Greenville County 13th Judicial Circuit Public Index

Emerald Creek
filing
against
tenants

Greenville County Home Page South Carolina Judicial Department Home Page

Search By... Court Type All Courts Court Agency All Agencies
Case # Case Type All Case Types Case SubType All Case Sub-Types
Last Name/Business Emerald Creek Apartments First Middle Suffix Party Type All
Action Type All Actions CDR Code Indictment #

Date Type Beginning Ending
Tax Map# From Through

Only for Civil Cases... Index Search All Lis Pendens Judgments Cross Index Search All Judgment For Judgment Against

Search Reset Search Fields Name Search Option Begins With Contains

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Emerald Creek Apartments	Plaintiff	2020CV2311002679	11/24/2020	Disposed	12/10/2020	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2020CV2311002779	12/09/2020	Disposed	01/13/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2020CV2311002780	12/09/2020	Disposed	01/04/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000137	01/14/2021	Disposed	02/17/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000173	01/15/2021	Disposed	02/17/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000174	01/15/2021	Settled	02/19/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000175	01/15/2021	Disposed	02/17/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000176	01/15/2021	Settled	02/26/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311000177	01/15/2021	Disposed	03/01/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311002068	09/24/2021	Disposed	10/29/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311002069	09/24/2021	Disposed	10/13/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2021CV2311002070	09/24/2021	Settled	12/17/2021	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2022CV2311002342	07/22/2022	Dismissed	08/12/2022	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2022CV2311002343	07/22/2022	Settled	08/29/2022	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2022CV2311003332	10/06/2022	Cancelled	12/19/2022	Civil	Rule to Vacate		Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2023CV2311000382	01/24/2023	Dismissed	06/14/2023	Civil	Rule to Vacate	Duckett	Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2023CV2311000383	01/24/2023	Dismissed	06/14/2023	Civil	Rule to Vacate	Duckett	Gantt - Summary Court
Emerald Creek Apartments	Plaintiff	2023CV2311000385	01/24/2023	Cancelled	03/24/2023	Civil	Rule to Vacate	Sims	Gantt - Summary Court
Emerald Creek Apartments (Edward Rose & Sons)	Defendant	2022CV2311004316	12/27/2022	Settled	02/09/2023	Civil	Summons & Complaint	Sims	Gantt - Summary Court

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(18) vacates 11/24/20 thru 1/21/21 1) Summons + Complaint

18 Emerald Creek as Plaintiff
1 Emerald Creek as Defendant

Gantt Summary Court
1103 White Horse Road
Greenville, SC 29605

(9) Disposed "Closed"
(5) settled "Case did not go to trial"
(3) Dismissed "terminated w/out liability on the defendant"
(2) Cancelled "terminated w/out moving forward"

Judge Jacquelyn I. Duckett
Judge Clare T. Sims



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Shemaiah Robertson and all other occupants

Case Number:	2023CV2311000383	Court Agency:	Gantt - Summary Court	Filed Date:	01/24/2023
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Dismissed	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Dismissed with Prejudice	Disposition Date:	05/14/2023	Disposition Judge:	Duckett, Jacquelyn Irby
Original Source Doc:		Original Case #:			864.467.8825 (off) 864.467.8832 (fax)
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$40.00	Total Paid for fine/costs:	\$40.00	Balance Due:	\$0.00

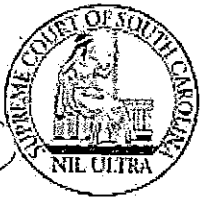
Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
01/24/2023	112629	SWilliams	CV	\$40.00

APT 4114



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Nykeisha Sanders , All other Occupants

Case Number:	2023CV2311000382	Court Agency:	Gantt - Summary Court	Filed Date:	01/24/2023
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Dismissed	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Dismissed with Prejudice	Disposition Date:	06/14/2023	Disposition Judge:	Duckett, Jacquelyn Irby
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$45.00	Total Paid for fine/costs:	\$45.00	Balance Due:	\$0.00

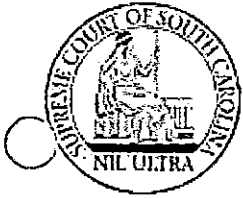
Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00
Certificate of Mailing for Service RTV	CVMAIL	\$5.00		\$5.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
02/15/2023	112999	awhiteside	CV	\$5.00
01/24/2023	112629	SWilliams	CV	\$40.00

APT 4113



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Shelise Scott, And All Occupants

Case Number:	2023CV23T1000385	Court Agency:	Gantt - Summary Court	Filed Date:	01/24/2023
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Cancelled	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Settled	Disposition Date:	03/24/2023	Disposition Judge:	Sims, Clare Thompson
Original Source Doc:		Original Case #:			864. 467. 8825 (af)
Judgment Number:		Court Roster:			864. 467. 8830 fax

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$40.00	Total Paid for fine/costs:	\$40.00	Balance Due:	\$0.00

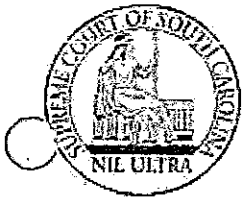
Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Service Fee \$10	SRVFEE	\$10.00		\$10.00
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
01/24/2023	112629	SWilliams	CV	\$40.00

APT 6210



Greenville County 13th Judicial Circuit Public Index



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Switch View

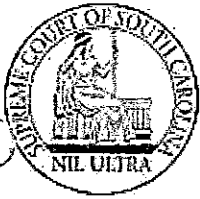
Lucas Bowens & Keyandra Jackson vs. Emerald Creek Apartments (Edward Rose + Sons)

Case Number:	2022CV2311004316	Court Agency:	Gantt - Summary Court	Filed Date:	12/27/2022
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Settled	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Settled	Disposition Date:	02/09/2023	Disposition Judge:	Sims, Clare Thompson
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bowens & Keyandra Jackson, Lucas	Summons & Complaint	Action		02/25/2023-13:33	02/09/2023-13:33	
Bowens & Keyandra Jackson, Lucas	Answer/Answer	Filing		02/13/2023-15:18		
Bowens & Keyandra Jackson, Lucas	Archived Summons S/C C/D	Filing		12/27/2022-00:00	02/09/2023-00:00	

ART # 8208



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Jessica Kuria

Case Number:	2022CV2311003332	Court Agency:	Gantt - Summary Court	Filed Date:	10/06/2022
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Cancelled	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Settled	Disposition Date:	12/19/2022	Disposition Judge:	Duckett, Jacquelyn Irby
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$40.00	Total Paid for fine/costs:	\$40.00	Balance Due:	\$0.00

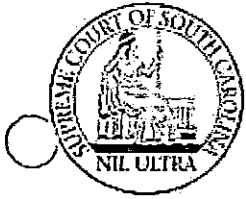
Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
10/06/2022	111131	awhiteside	CV	\$40.00

ART # 8309



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Felicia Samuel

Case Number:	2020CV2311002679	Court Agency:	Gantt - Summary Court	Filed Date:	11/24/2020
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Disposed	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Find for Plaintiff	Disposition Date:	12/10/2020	Disposition Judge:	Sims, Clare Thompson
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$40.00	Total Paid for fine/costs:	\$40.00	Balance Due:	\$0.00

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
11/24/2020	103730	JThomason	CV	\$40.00

APT 1103



Greenville County 13th Judicial Circuit Public Index



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Switch View

Emerald Creek Apartments vs. Thomas Talalaj Sr

Case Number:	2020CV2311002779	Court Agency:	Gantt - Summary Court	Filed Date:	12/09/2020
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Disposed	Assigned Judge:	Sims, Clare Thompson		
Disposition:	Find for Plaintiff	Disposition Date:	01/13/2021	Disposition Judge:	Duckett, Jacquelyn Irby
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$50.00	Total Paid for fine/costs:	\$50.00	Balance Due:	\$0.00

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Service Fee \$10	SRVFEE	\$10.00		\$10.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
01/07/2021	104093	JThomason	CV	\$10.00
12/09/2020	103843	SWilliams	CV	\$40.00

AST # 1106

Gantt - Summary Court

Judge : Clare Thompson Sims

1103 White Horse Rd

Greenville, SC 29605

Phone: (864) 277-4429

Exhibit 1

Received From: Ellington, Tonya
Po Box 1623
Greer, SC 29652

Date: 7/7/2023

Receipt #: 115246

Clerk: PrSullivan

Paying for: Self

Transaction Type: Civil Payment

Payment Type: Cash \$80.00

Reference #:

Comment:

Total Paid: \$80.00

Non-Refundable

Total Received: \$80.00

Change Due: \$0.00

You may check the status of your Greenville case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2023CV2311002593	Tonya Ellington vs. Rose Edward Assoc. Llc/ edward rose assoc, llc (emerald Cree	\$80.00	\$80.00	\$0.00

Total Cases: 1

\$80.00

\$80.00

\$0.00

8/1/23 3:54 pm still in pending status

RE: Re: Thanks for stopping by!

From: Emerald Creek Apartments (emeraldcreekapartments.reply.edwardrosesons@aptleasing.info)

To: tonyae411@yahoo.com

Date: Tuesday, September 8, 2020 at 02:22 PM EDT

Exhibit 1A



EMERALD CREEK

Tonya,

No problem, It was a pleasure meeting you!

I'm here to assist you with anything you may need to help moving an easier process. You have a wonderful week!

Thanks,

Alyson Kelley

(864) 214-2105

www.liveatemeraldcreek.com

From: tonyae411@yahoo.com

cc:

Sent: 9/8/2020 12:29:53 PM

Subject: Re: Thanks for stopping by!

Greetings Alyson,

Thank you dearly. I'll be in contact no later then tomorrow.

Enjoy the remainder of your week.

Respect Given Always,

Miss Tonya Ellington

On Sep 8, 2020, at 11:35 AM, Emerald Creek Apartments wrote:

?



EMERALD CREEK

Hey Tonya,

This is Alyson Kelley from Emerald Creek Apartments. It was great to be able to have you tour our community still and answer any questions you may have had. Our application process is online and very easy to navigate. I would be happy to walk you through the first couple of steps to begin your application.

Our apartments are limited and the only way to secure the apartment is to submit your application and the processing fee.

Be sure to utilize our rate selection tool on our website, which allows you the flexibility in choosing your move-in date and lease term.

I will follow up again soon.

Thanks,

Alyson Kelley

(864) 214-2105

HARD
Suggestive
elling!!!
used the car
man
me

Re: Welcome to Emerald Creek!

From: Tonya E. (tonyae411@yahoo.com)

To: brianna_ruedinger@edwardrose.com

Date: Wednesday, September 9, 2020 at 10:10 AM EDT

Greetings: Brianna,

Thank you, Alyson, Stephanie, Edward Rose & Sons and the entire staff in advance for building this new community in Greenville, SC.

I'm so excited to making Emerald Creek my new home. I've done my due diligence in searching and Emerald Creek along with the history of Edwards Rose & Sons won me over.

Again, thank you all for being a pillar in the Greenville communities of bringing peace, serenity and a resort feeling at our doorsteps.

Have a blessed filled, safe and celebration of life week.

Respect Given Always,
Miss Tonya Ellington

On Sep 9, 2020, at 9:56 AM, Brianna Ruedinger
<Brianna_Ruedinger@edwardrose.com> wrote:

As the property manager, I wanted to personally thank you for choosing Emerald Creek. We are excited to have you in our brand new community! We have so many beautiful amenities coming and being developed! We also offer resident referrals to you if you know anyone else looking to move which is \$100!

Emerald Creek offers AT&T high speed fiber optics internet in our buildings, to set up you may call Jason Maples, our direct rep at 864.509.9079.

We will also have Amazon prime lockers, 24 hour fitness center, clubhouse and resort style pool along with 2 bark parks! We can't wait to have you here! We are also hosting a food truck for future residents and current residents September 30th and would love for you to join!

Brianna Ruedinger | Property Manager,
Laurel Woods Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

<image001.png>

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<logo_49d29e1e-939d-4734-b08c-f538c09a74e9.png>

Brianna Ruedinger | Property Manager, Laurel Woods
Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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LIES!!

Never delivered! They took snacks, beverages & the promised enjoyment out before we ever got started

12/9/20

Promised
Community
Completion
Didn't finish
until
MAY/JUNE
2022

Updates On Est

From: Edward Rose Property Management (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Wednesday, December 9, 2020 at 03:12 PM EST



Hello Emerald Creek Residents!

This is your property manager here, just wanted to check in and say hello and give you an update on Emerald Creek. I believe 100% in transparency especially when it comes to your initial

Emerald Creek in full is projected to finish September 2021. That's the project in entirety. What an amazing year it's been so far with you guys. We know that you chose us during construction and as we grow you've stuck through this pandemic and we appreciate you all!

Our amenities are on schedule with no delays so far for our clubhouse, pool, gym and pet wash station. I'm working on some really fun ideas for extra amenities, too! If you have any suggestions, shoot me an email and I'll be happy to suggest it!

Thanks again for being amazing residents and trusting us to call home. <3 Happy Holidays

Friday 9AM-6PM
Saturday 12PM-3PM
Sunday 12PM-3PM
Closed Sundays

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301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by clicking here.

CONTACT INFO
301 Fairforest Way
Greenville, SC 29607
(864) 214-2105

OFFICE HOURS
Monday 9AM-6PM
Tuesday 9AM-6PM
Wednesday 9AM-6PM
Thursday 9AM-6PM

Dear Valued Resident(s),

** NEVER HAPPENED **

This letter is sent to inform you that we will be pressure washing your corridors on 07/21/2022. Please remove any personal belongings out of the breezeway/corridor as we are not responsible for any unforeseen damages to personal items.

If you have any questions or concerns, please contact the rental office at your earliest convenience.

Thank you,

Management

 **Verified Resident 954569**
VRP • 2021

Do not live here. The apartments were supposed to be "move in ready" - when we moved in January 2021, there was construction mud coating the floors, construction trash in the TOILETS, and saw dust coating ALL surfaces. We called FOUR times before they would come clean the floors for us. And even after they came, all they did was vacuum the carpets! So I ended up having to clean and scrub the floors myself. We have had multiple maintenance issues which they take forever to fix. They promised us that our gym and pool would be done in

FEBRUARY.. it is now October, and neither are opened yet. We have also had multiple issues with another resident of the community smoking weed, which permeates throughout OUR apartment through the air vents, and dripping garbage on to our deck, etc. The apartment staff has essentially told us that we have to deal with that issue ourselves because they can't do anything about it. We completely regret living here and would never live here again. Save your money and go somewhere else where the staff are actually helpful.

 **Verified Resident 979698**
VRP • 2021

12/8/2021

We moved during the summer and didn't have access to any of the amenities, such as the pool. We thought that it would be done by the end of the summer giving us some time to use it. The amenities are clearly the last priority. We knew that coming into the apartment that sound would probably be an issue; however, it is smell as well. Smells and orders from the surrounding apartments have effected our living space.

 **Verified Resident 964374**
VRP • 2021

10/25/2021

Horrible hate the way I've been treated by staff with no compassion 10 out of 10 don't recommend. Also nothing is done we still don't have an office playground nothing just expensive apartment it's beautifully put together but cheaply as well

**Evidence ER&S
conducted a
bait & switch with
residents and
the community of
SC.**

 **Verified Resident 991635**
VRP • 2021 7022

1/25/2021

Rent is way too high when we don't even have any amenities like a gym or pool or valet trash. Parking is next to none. The apartments are nice and the community is nice but we have nothing to do around here besides sit and stare at each other. We moved in almost a year ago and still nothing is finished.

Rose and Sons would rather get rent money than provide their residents with a satisfactory living experience. Management has never been helpful and never answers questions helpfully, even when there have been incidents within the community that concern the safety of residents. Overall VERY poor experience living here.

 Helpful (1)  Report

 **Manager** 1/31/2022
Emerald Creek Apartments

PIC COLLAGE

Easy
Reviews

1-833-719-7600

Toggle navigation

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- [Products & Services](#)
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 - [Testimonial Generator](#)
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- [Free Trial](#)
- [Support](#)
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 - [Adding Easy Reviews' Testimonial Generator](#)
 - [Button Chooser](#)
 - [Using Easy Reviews System](#)
- [Google Maps Help](#)
 - [Google Reviews Guidelines](#)
 - [How to Edit or Delete a Google Review](#)
 - [Responding to negative reviews](#)
 - [How to Merge Google Listings](#)

- [Why Do Reviews Matter?](#)
- [Contact](#)

Google Reviews Guidelines

Google has strict guidelines relating to its Reviews which we encourage you to read in their entirety here:

<https://support.google.com/business/answer/2622994?hl=en>

Note that Google has numerous methods of tracking your identity via your Google accounts and your IP addresses both at home and at work and we can assure you that it will eventually backfire if you violate any of their guidelines and could seriously harm your Google rankings.

Below are the most important guidelines which are commonly violated:

- 
1. **Conflict of interest:** Reviews are most valuable when they are honest and unbiased. If you own or work at a place, please don't review your own business or employer. Don't offer or accept money, products, or services to write reviews for a business or to write negative reviews about a competitor. If you're a business owner, don't set up review stations or kiosks

Employee reviews
including Tracii

illegal



Traci McCoubrey

Local Guide · 13 reviews · 10 photos



a year ago



Emerald Creek Apartments (Owner)

a year ago

Traci, it is our pleasure to provide a comfortable and satisfying experience. Thank you for the 5-star acknowledgment.

RPM Traci fake
EC review.
Illegal action
being an
employer
as well as
nonresident.



Traci McCoubrey
494 points



3 years ago

It is really sad that all the reviews are fake. Thank you to the reviewer that pointed out that every person posting 5 stars has posted a slew of reviews from all over the country for various services.

People searching for you are vulnerable, seeking psychological and emotional help for their loved ones and you violate their trust by paying for fake reviews? That's pretty twisted.

The audacity.



Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

4.3

131 reviews ⓘ



Brian Spink
2 reviews

a week ago NEW

Things have improved in the past year.



3



Logan Broome
3 reviews

a week ago NEW

Very nice place to live at and maintenance staff is very friendly



3



Zachary Burton
2 reviews

a week ago NEW



Cree Moore
1 review

2 weeks ago NEW

Absolutely Love it here, The staff is always nice, They have events throughout the year to keep us residents involved, Food trucks, etc , would recommend anyone to live here as I have and will continue to do so!

** Employee*

Possible an employee

rom Emerald Creek Apartments

Looking for a home while at home? We offer a variety of services to help make your selection process easier. From virtual tours, online photo galleries, virtual and video tours (where applicable), live availability & rate options, online... More



Emerald Creek Apartments
on Google

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Situated near Greenville's downtown, Emerald Creek Apartments is the perfect place to live. Learn more

Profiles

Instagram

People also search for

Laurel Woods Apartments	Millennium Apartments	Walden Creek Apartments	Vinings at Laurel Creek
Laurel Woods Apartments	Millennium Apartments	Walden Creek Apartments	Vinings at Laurel Creek
Laurel Woods Apartments	Millennium Apartments	Walden Creek Apartments	Vinings at Laurel Creek
Laurel Woods Apartments	Millennium Apartments	Walden Creek Apartments	Vinings at Laurel Creek

About this data



Not BBB
Accredited

Customer Reviews

Edward Rose & Sons

Apartments

View Business profile

26 Customer Reviews

Tara H

★☆☆☆☆

All these reviews are spot on. I've been here for over 5 years and this last year has been really rough for us working in the ** industry. I was late on rent where they had to file with their attorneys to evict us but I always ended up paying it AND all the ridiculous attorney fees. I kept in contact with the office to let them know our struggles and when we could pay, they seemed so understanding. Not even a month after paying rent we received a letter taped to the door saying they were NOT going to renew our lease when it was up in 3 months. No reason why. When I emailed the office Manager she said it was an automatic default and pretty much out of their control when you reach 2 late payments like that. Its in the lease agreement. Well, you know what else is in the agreement? What about the 10 people in one apartment that aren't legal citizens? What about the video's of water leaking in our sliding door Sent to management and nothing was ever done? (**** says they have a certain amount of days to respond) what about the apartment of the previously mentioned illegals filled with smoke and my boyfriend and a maintenance guy had to bust in and find an empty pot on the stove and maintenance guy was reprimanded by office manager for entering instead of being rewarded for saving the entire building from burning down?! There are SOOO many lease violations going on in this place but since we call them out on their B.S. they decide to try and get rid of us. Their own workers have told us so many stories. Saying they have seen the worst of the worst in some apartments AND apartments with kids but they aren't to do or say anything. As long as ER&S gets their money they are ok with it. I'm in ***** in *****.

Richard w

★☆☆☆☆

I currently have bloom broadband and it is some of the worst internet providers. If it's a holiday weekend and a lot of people in the community are home the internet crashes. The ***** can't keep up with demand its gone out twice in less than a 30 day period. There is no way to contact bloom to even report an outage past 9pm. I work late so if I get off work and the internet is out I just have to sit with no way of entertainment. I understand issues happen but they don't do anything to make the situation better.

dave p

★☆☆☆☆

Just like everyone else here I can contest all Edward Rose and Sons properties are the worst. Management is plain awful and just doesn't care. There is p*** literally on every inch of the sidewalk - management doesn't care. My rent increases 100 a year so the front office can buy themselves a golf cart and new windows - my apartment hasn't been upgraded in the slightest the past 4 years. Don't do this to yourself.

Maria M

★☆☆☆☆

Featured review Love living here but have been unsafe living at this property. More than one occasion have been almost assaulted by non residents due to lack of security. No security on premises. Residents feel unsafe. Two incidents with trespassers and husband getting into altercation trying to protect us. They need to do better to protect their residents otherwise this property will not last. Cops have been called on many occasions and still nothing has been done to hire security. Edward Rose you need to do better!

Teresa E

★☆☆☆☆

Believe the reviews. Do your own research before you rent at any of their locations. We all can't be lying. I am appalled and disgusted to say, "Me too." I will say my experience has been from the construction team to the maintenance and groundkeepers. They are comfortable with making promises, but yet breaking them. They are not held accountable but allowed to blame the residents or anyone outside their circle. The office crew are doing their best and more. Don't believe the smiling faces, as they are straight characters acting. ER&S and entities are definitely continuing their family roots from 100 years ago. Their words are written but their actions don't align with the words. I will stop here, because what I really want to say, I will leave it in God's hands, as HIS words speak, "Vengeance is mine." You do people wrong; God will meet you on your judgment day of expiration. Do better by being a better person. I know the climate and temperature I am enduring, however just like ER&S are continuing their family roots, through their employees that drink from their same cup, so am I. They will not reply to the

BBB Complaint

complaints, but they need to be investigated by the Attorney General and HUD. They have breached their own contract and have violated multiple tenants' rights. Enjoy your steak and potatoes. Slumlords!!!

Tara I

☆☆☆☆☆

06/23/2023

Just awful. They do anything they can to keep their deposit. Currently trying to tell me I cannot have my deposit back because they had to replace the carpet. Carpet was stained when I moved in so I am guessing that they wanted a tenant to pay for normal wear and tear, which is illegal. I am guessing they get away with this often as people do not want to spend the time and energy to fight it. I am not one of those people. I have pets whom I paid my non refundable deposit for and \$25 each month for and only had a tiny spot shampooer for any small accident they may have which rarely happened. As a courtesy, I always have my carpets professionally shampooed when I move out of a house I am selling or an apartment, I left it looking better than when I moved in. When I moved in, it had not been cleaned at all but already had movers etc there so had to hurry and clean my place so they could bring things in. There was blood on the toilet and dirty counters, stained floor and crumbs all over the kitchen floor and the tub had not been cleaned. They took a whopping \$25 off my next month's rent. What a joke because I cleaned my apt perfectly except I forgot to clean the crumbs out of the bottom of the oven. They said they were taking \$35 off my deposit I was supposed to get to clean the oven only?! How does this even make sense?! They said that I would also not be getting the rest back due to needing to replace the carpet. I have written them and hoping they will do the right thing but am prepared to take them to small claims court if they do not give me my deposit within 30 days after receiving my dispute. Management is also very rude. They are so sweet until you move in then all things change. I lived in the Timberlane apts in *****. Look elsewhere and save yourself the headache. Another tenant I know also if having issues with them saying she can have Emotional support pets but would have to pay (also illegal for them to make her pay)

Valerie H

☆☆☆☆☆

06/23/2023

Absolutely disgusting excuse for a company. Significantly raising rent during a global pandemic. Dirty and outdated facilities that they charge an insane amount for. The apartment below mine flooded for 2 years on and off (with tenants living there the whole time) every time we used our shower because they were too incompetent to find where the leak was coming from and kept telling us it was not our unit. They came and "inspected" it about 20 different times before they finally found it. They installed "smart hubs" in the units that reported inaccurate humidity warnings nonstop, and they would call each time because they apparently do not note previous conversations. The maintenance manager would often discuss how the office staff was incompetent. Horrible, rude, smug office workers at the location I resided who would rather guess than actually look into anything. They charged me nearly \$300 for "the remaining balance" for a carpet installation even though I paid a deposit and the carpet damage was a

couple of normal stains from my pet. I also paid a pet fee and monthly pet rent, which I guess does not go toward anything pet related at all. They sent it to collections and gave me 7 days to call, but the letter didn't even arrive within 7 days. The collections department is just as incompetent and has different answers and information each time. The offices do not communicate with each other, and no one has any idea what is going on. They raised my friend's rent as she was going through chemo and 2 BRAIN SURGERIES and had to stop working full-time. They displayed ZERO sympathies or empathy for her situation at all. They only offered certain tenants good renewal offers, and the other tenants gouged prices. They are an unprofessional, corrupt, rude, disgusting company that only cares about how much money they can squeeze out of your pockets. No wonder they have been involved in so many lawsuits. If I could give 0 stars, I would.

Tina C

☆☆☆☆☆

05/23/2023

The smoke alarms never stop going off. I'm talking 6pm to 8am Sunday night. Today is the third day in a row. To my understanding it is their system, not a resident setting it off. I believe it has happened every time it rains. It is day 31 there for me, and this is the fifth day. They send out an apology email and nothing more. It leaves the apartments uninhabitable as the noise is at a decimal that is piercing. My dog is literally crying and I went to work with partial deafness in my right ear that cannot be attributed to anything else. I've never read BBB reviews or left one, but now I wish I had. There are 48 apartments per building. I don't know if it's happening in every building, but at least in all of the 48 apartments I am in, and all you can do is stand outside in the rain and wait.

Anonymous R

☆☆☆☆☆

03/19/2023

I first checked out ***** in Oct/Nov '21, liked what I had saw and submitted my application. While awaiting the background process, a front desk member had texted me directly by pulling my cell phone number from my application without my consent for personal interest. This should have been my sign to pull my application and go elsewhere. Since being here, it has been nothing short of problems and false promises. There was an incident where a suspicious person was going door to door in the middle of a work day, I informed the front office and then the police became involved, requesting a statement. After this, I purchased a ring doorbell in case such matter arise again, I can provide footage if needed and for my own peace of mind. I received a notice from the property that this was a violation of the lease and I was to remove it unless I wanted to be evicted, so I removed it. Afterwards, I have had several incidents where maintenance members have entered the property and disregarded my 24 hour notice ahead of time, the only way I found out was receiving alarms via my indoor security cam footage. The first time this happened, the assistant property manager reached out directly and listened to what I had to say, apologized and promised this wouldn't happen again. This happened two more times and when discussing this with the assistant property manager, I was

left with no solution to ensure this wouldn't occur again. What's frustrating is the fact that I am held by contract to follow the rules, otherwise it will result in eviction. When they don't follow their own rules, it's disregarded and there is no repercussion. ***** machines have been a consistent issue for 5+ months now. There is always blame on the other party, but never any real solution to the matter. The building is old, in dire need of repairs and updates. It cannot retain heat/ cold, so your utility bill is through the roof. I would strongly advise looking elsewhere!

noneya b



They should be ashamed of themselves for price gouging! They were the most affordable apartments until covid, now their prices are jacked up so high it's ridiculous! I would really love to know how they can justify this. I was renting a 1 bedroom for \$630 a month, which is very reasonable, now their studio apartments start at \$748 and for a 2 bedroom it goes up to \$1676! They're tiny apartments, and in Waterford, MI. their rent is the highest out of all of the other apartment complexes when they were the cheapest, same in Wixom, MI. I now am paying \$810 for a 1 bedroom and if I sign another lease it'll be \$895!!! How in the Hell can they justify this??? Greed is ugly Edward Rose & Sons! I've been waiting for a year for my shower head to be fixed because it's literally coming out of the wall, but when maintenance was here a month ago they gave it a good to go! This place is the same as it was 25 yrs ago, still referred to as "ghetto's edge" GREEDY as Hell!!!! I still can't believe you have no problem with this price gouging, especially during these times when so many are struggling. Sleep well you greedy bastards!

Customer Review Rating

★☆☆☆☆ 1.16/5

Average of 26 Customer Reviews

Contact Information

6101 Newport Rd
Portage, MI 49002-9233
[Get Directions](#)

(269) 323-9484

BBB Rating & Accreditation

NR

THIS BUSINESS IS NOT BBB ACCREDITED

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Years in Business: 102

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« Back to Edward Rose & Sons

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Hundreds of millions of reviews are posted on Yelp, and our automated recommendation software works in the background to showcase the reviews that it determines are most helpful. These are typically written by active members of the Yelp community who are self-motivated to share their personal, detailed experiences about local businesses. It applies the same objective rules to reviews of every business and treats reviews of advertisers and non-advertisers exactly the same.

The software does something no human can—regularly analyze billions of data points from all reviews, reviewers and businesses to evaluate the usefulness and reliability of each review. It's engineered to provide a level playing field for all businesses on Yelp. Having a great reputation on Yelp shouldn't be about who has the time and resources to ask the most people to write reviews. Great Yelp reviews and ratings should come from consumers who had a great experience that they're inspired to tell others about. Learn more here.

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9 reviews for Edward Rose & Sons that are not currently recommended

Note: The reviews below are not factored into the business's overall star rating.



John W.
Clayton, MO
0 friends
1 review

3/23/2022

This place is a joke. They do not care at all about there Tennant's. Do not rent from them.



Max K.
Wixom, MI
0 friends
1 review

12/23/2021
Stone Crest in Wixom, MI has now made many of the women living here not feel safe. They will not supply their insurance contacts. We've asked:

They have actively agreed to rent out units to DV found GUILTY perpetrators. This is men who have hurt, beat up, harmed women.

Owners and leasing agents were told.
"We do not feel safe."

Did they care? No.

They create fake 5 star reviews on various sites to counter the negativity. Not true, not accurate.

This is public information, see for yourself:
14a-District Court in Ypsilanti
State of MI v. Anderson
GUILTY ON ALL COUNTS

212-1048-SM

Allowed to live here. No woman should feel safe.


Brian H.
San Francisco, CA
0 friends
1 review

 7/23/2020

Don't rent from any apartments from Edward rose and son the rent never stops going up a 1 bedroom apartment 506 a month and still going up


Derrell J.
Madison Heights, MI
0 friends
2 reviews

 2/12/2020

The Harbours was the WORST Living experience I've ever had. It was absolutely terrible! As like many others, I was deceived by their affordable prices and clean community. But if you are looking for more than that, if you are looking for exceptional customer service, a follow up if you have any issues, staff that actually answers the phone and when they do they're not passing you around from person to person because they don't seem to know what they are doing and a manager to keep their word, this is NOT THE PLACE FOR YOU!

I would NEVER recommend this company to anyone. The turnover rate shows that they lack quite a bit when providing great service to its residents. They are money hungry.

Thankfully, my last experience with this terrible company was them charging over \$500 for damaged carpet that they wanted to be replaced. I lived here alone for almost 4 years, no pets and no smoking. ITS CALLED NORMAL WEAR and TEAR! Luckily, I'm in the property management field (little did they know) and they GOT THE WRONG PERSON! I took plenty of photos of how I left my unit and was going to be sure I was getting my money back. After they sent me a letter stating what they charged me I immediately reached out to them with the facts and photos. What did they do? REFUND MY MONEY because they had no right to charge me unlawfully. So, those current residents reading this, when you move out (hopefully you do) I strongly advise you to take photos of everything because they will do their best to charge you and not refund your deposit! I'm saving them the embarrassment that should feel by not calling out all the names of people I dreadfully dealt with during my time there.

I rated this place a 1 because 0 was not an option!
Inclosing, I'm happily saying GOOD riddance


Gabe B.
San Francisco, CA
11 friends
2 reviews
15 photos

 10/22/2019

The Harbours Will Not Give You Your Security Deposit Back! I was a tenant at one of their "premium" units for over 7-years and because I didn't give them a "written" notice at the end of my last year lease, they are charging me over \$1,000 for a one months rent!!! Absolutely INSANE!!!! I spoke with Dawn Homer from their collection department this morning and she was unwavering regarding receiving my initial security deposit money back. As well as standing firm on their policy of a written notice (even after my lease had ended). I had black mold in my "premium" Harbours apartment for over 2-years. I also had exposed sharp, metal jagged carpet strips exposed in my apartment for over 2-years. The Harbours did NOTHING to resolve these issues!!!! I requested new caulk, paint and carpet and I received NOTHING!!!! Now they want to change me for a months rent, as opposed to giving me back my security deposit???? INSANE!!!! I simply wanted my security deposit back that I am entitled to. What is giving you written notice going to do, as opposed to providing my notice over the phone 3-months prior to my departure do for you?? It does nothing but make people angry!!!! I left my apartment in immaculate condition and you rented me an apartment with black mold and dangerous sharp exposed metal. There is no reason to treat people like this!!!! Look what you're doing!!!! Someone who actually cares step in and do the right thing!!!!!!!!!!!!


Anonymous A.
Detroit, MI
0 friends
21 reviews

 10/25/2019

This is for Windemere Apartments in Farmington Hills where Jeff Galeas of Edward and Sons and is located in Bloomfield Hills. If the male employees at this apartment complex wants to date you Jeff takes advantage of the situation and forces you out. I got 3 duplicate letters from their office and when we finally sent them a formal letter of complaint, they rushed a letter from their attorney telling me you wanted to leave and we are granted it but if you don't, we will force you out. And only cuz Jeff still thinks there's a chance? that if he throws me out, he will be in less trouble. I'm surprised he has not been terminated including Debbie that he uses to torture you relentlessly. I already told them I'm leaving cuz it sounds like you don't even want me here and they are retaliating like now they are pissed I'm leaving. He only did this to see if I had a place to live to intimidate me further. My stress and health are through the roof. PLEASE DO NOT MOVE HERE UNTIL THE SITUATION IS HANDLED. I made a police report and a detective spoke to the office. If you continue to harass and bully me here as I'm moving I will continue to contact the police! Jeff and his male employees think were in MX. They actually tell you if you don't go a long with us we will throw you out AND THEY ARE! Even though I told them I'm no longer comfortable living here since these guys are acting like if they don't hurry up and get me someone else will. 4 guys coming at me in an intimidating manner where anyone in their right mind would leave immediately.

Do not move here until it's handled by their HR Department!

There is also a current an investigation and waiting to hear back from HR of Edward Rose and Sons located in Bloomfield Hills.

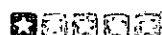
Debbie, the leasing manager, may be having a personal relationship or personal feelings with Jeff Galeas; that's why it's a HUGE mess over here. Jeff is the Director at Edward Jones who owns this property but he tells everyone he's the owner. Edward Jones Corporate is located in Bloomfield Hills, MI. When I made a complaint that Jerry, in the leasing office, and 2 of the male maintenance guys are making unwanted passes and using intimidation while doing it, Jeff decided to take advantage of the situation and without even ever meeting me. But

I have had stalkers on social media so I'm not surprised. Debbie and the other female manager, Heide Schultz, under Jeff told me I have 2 weeks to leave. Harassment is relentless here! It's burning me out. Jeff uses Debbie who goes along otherwise this situation would not be out of hand. He actually said I own 20,000 apartments under me...meaning you will not be able to run and hide so just f@@@ me. Jeff is having them put lots and lots of pressure to leave when I'm like ok they still won't stop as if Jeff doesn't want me to leave. He uses them to prey on me and get more info. Debbie and Jeff are also having maintenance come in without leaving notes as a form of intimidation.

They started stalking you immediately walking up to my vehicle. How did they even know when I was moving in. The one male older employee stays in the leasing office and watched new tenants come in then he followed me to my car and came very close up and started to try and talk to me and I went right in my car. I don't know why they just can't use Tinder. When you make your complaint to Debbie she responds, THEY ARE THE NICEST GUYS! Jeff then conveniently takes over and actually says pretty much there will be no where to hide cuz I have 20,000 apartments that I own. But he's not the owner. He is however embarrassing a great company as he shows a lack of respect for them and females. He also called me and then called me again. So I had to inform him that if he contacts me again I will make a police report for harassment and retaliation. It will be your very worst nightmare if females move here. They threw out another couple. They sent me 2 of the same letters basically saying in a nice way fine if you want to leave get out but you have 30 days. I just moved here 30 days ago and told Debbie and Heidi I love it here and I want to stay. But Jeff won't allow it unless I have sex with him. That's basically solicitation. Shocked his manager doesn't know a thing? and no one is stepping up to make a customer happy and harassment free!

This is my second review on Windemere Apartments. It looks like they deleted the first one.

 **DiaryFull O.**
Woodhaven, MI
0 friends
1 review

 8/6/2018

I choose this company because they had everything I was looking for in an apartment. I did read the reviews before moving into the Portsmouth apartments. I did see a lot of bad reviews about the water, maintenance, rent increase and more. However I am one to give places a chance, because I do believe that people do change. But I am writing this review to tell you that all those reviews are very very true. I experienced the well water. It does stain your clothes, my dryer ended up breaking and they did replace it but that one never produced heat to dry the clothes, the dishwasher was broken and it took forever for them to fix it, so I just decided to wash dishes by hand. The amount you pay for pet rent is ridiculous. The noise was very bad. Constantly there was marijuana smells flowing throughout my apartment from the neighbors. Paper thin walls. You hear everything from couples arguing to them having sex. The ants are a MAJOR ISSUE. They came out to treat the problem that was never treated. I lived on level one. The ants were everywhere. Also the Armadillidiidae also known as rolie polies bugs are a HUGE ISSUE to. The geese poop is a big issue to. The parking is terrible. They don't give you a limit to how many cars each apartment tenant can have. Many times you will not park near your building, which sucks if you have groceries...Abandoned cars with flat tires are taking up parking spaces. My neighbor had 3 cars and 2 of the three cars that they had were in handicapped spots designated for their apartment only. Lots of dog POOP because many owners like to have dogs but not pick up after them. Windows let in a lot of cold air in the winter time, luckily the heat was FREE. If you want to move out early you have to pay a \$800 fee to break your lease. The staff go into your apartment without your notice and just leave the door open, be very careful if you have animals that like to run outside as soon as they get the chance to. Staff at the office are all confused as to what the rules are and they aren't really much help at all. The pool is ok. The grounds maintenance is well kept. As soon as my lease was nearing the end, guess what my rent went from \$845 to \$915. That too expensive for a one bedroom 700 sqft apartment. So I didn't renew, God blessed me to buy a home and my mortgage is wayyyyy cheaper than the rent I paid here. Please save your money and go else where, do be like me and try to give places the benefit of doubt. Save your money.

 **Giulia M.**
Wixom, MI
0 friends
3 reviews

 11/18/2022

I'm living at Stone Ridge Apartments, in Wixom, for many years, and I love this place. Before I moved in all apartment has been renovated. I like the layouts of my 2-BR that has own entrance. Rent price is affordable. Location is just great. What I like the most is when something in apartment needs to be fixed, maintenance comes pretty fast to take care of a problem. But I always say them it's urgent request or not, so they don't need to rush because I know they're always busy working at some apartments. Leasing office workers are always trying to be nice.

 **Roger M.**
Rochester, MI
0 friends
1 review

 5/17/2018

I live in the Village Apts, in Wixom, MI, and love it, I had a small issue to straighten out, and Alexis in their office took quick care of it, I'm 80 years old and really appreciated her help !!!

* Stephanie Cooks
or review has
disappeared

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.2

120 reviews ⓘ

People often mention

All

office 14

maintenance 10

rent 10

construction 9

+6

Sort by

Most relevant

Newest

Highest

Lowest

9/6/23 or
9/7/23

APPROXIMATELY



Rani Gates

1 review

6 days ago NEW

Staff members are very friendly however it takes more than that to be happy where you call a place your home . Walls are super thin you can hear your neighbors tv, using the restroom, etc. Kids running around above me all day . Frogs are always outside my front and back door and also a baby snake recently . I've had plumbing issues since day one as well as WiFi . AT&T sucks and it's pretty much nothing you can do because they are the only ones who service out there. Countertop recently popped and made a loud noise in the middle of the night leaving a crack not sure what's the deal with that. Also , been calling everyday to figure out where a balance came from that I wasn't familiar with and never got a call back

👍 Like

Response from the owner 3 days ago

We're genuinely sorry to hear about the various issues you've encountered in your living space. You should certainly not have to deal with such inconveniences and we take full responsibility for any failings on our part. Your feedback is incredibly valuable as it allows us to identify and rectify issues promptly and maintain our standards of service. Regarding the unexplained balance, we assure you that we will investigate this matter thoroughly. Our aim is to ensure a comfortable and hassle-free experience for all tenants. Please don't hesitate to reach out directly so we can address your concerns. Thank you. Reed_Cornelison@edwardrose.com

Printed 9/13/23

Emerald Creek
Reviews
Printed approximately 9:45pm

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.2

116 reviews ⓘ



Krysha McGarity

2 reviews

9 hours ago NEW

8/17/23 posted

There are a few things I like about Emerald Creek the staff is friendly. I like the activities they have for residents. But I feel my apartments is not up to standard in regards to what I'm paying. Several appliances are beginning to fall apart. There's ants. And a leak over my master shower. I have informed maintenance on the issue of the leak and they keep coming in to check but I'm not sure the issue has been resolved.



Response from the owner 2 hours ago

Krysha, thank you for taking the time to leave a review. We apologize for the inconvenience caused by the issues you've mentioned with your apartment. We appreciate your positive feedback on our friendly staff and activities for residents. We understand your frustration regarding the condition of some appliances, the presence of ants, and the ongoing leak over your master shower. Rest assured that we are taking these concerns seriously and we thank you for bringing this to our attention as we strive to improve your experience. If you would like to further discuss your concerns please feel welcome to stop by the office or reach out via email at your earliest convenience. Reed_Cornelison@edwardrose.com



Lori Dobbins

2 reviews

a day ago NEW

4 stars posted 8/16/23

Response from the owner 23 hours ago

Lori,

Thanks for visiting! It means so much when customers share their positive experiences with us. Thank you for your 4 star review.

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

108 reviews ①

Response from the owner a month ago

Jamari, thank you for taking the time to leave a review. We are sorry to hear that you've been having issues with your parking situation and we are disappointed that we've fallen short of your expectations. We understand that parking can be ... More



Mariah Cruickshank

9 reviews

a year ago

Still waiting for an email to go out to inform the residents of cars being stolen and broken into. My brother in laws car was stolen from the parking lot 5/13 and my husbands car was broken into and damaged on 5/15 (Happy Birthday to me! Had to spend hundreds of dollars to get it fixed). No security cameras in place. Various other issues at this location including maintenance, pest control, lack of parking, lack of promised amenities, etc. all at the expensive price of about \$1300 per month. Already anticipating rent going up at renewal and displeased with our experience. Now that the only useful maintenance is gone (Tom), I don't expect anything to be fixed anymore. Cannot wait for this lease to end.



4

Response from the owner a year ago

Mariah, we are sorry to hear that your experience in our community has disappointed you in any way. Thank you for letting us know about these occurrences as your comfort and well-being are priorities. Please contact our team to discuss these and any other concerns.



Angelina McIntyre

1 review

2 months ago

The apartments are nice but they are never in office when they are needed. they never answer the phone, and they always mess up your paperwork

REPEATS

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ



Danny Shaughnessy

1 review

a year ago

Has mislead every resident I've talked to about when the pool and other amenities would be completed. I was told September of 2021. It is now February of 2022.

👍 Like

Response from the owner a year ago

Danny, we are truly sorry for any delays involving the opening of our amenities. We're more than happy to provide an update, so please come by the office.



Kaitlyn Pittman

3 reviews

2 years ago

Response from the owner 2 years ago

We appreciate that you took the time to rate our community, Kaitlyn. We are here to assist you and resolve any issues you may have, so please give us a call in the office. Thank you in advance for an opportunity to elevate your experience.



Anissa Claborn

1 review

a year ago

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ



1 review

2

a year ago

Anissa Clabon

I've lived here for almost 2 years now, we moved into the first building that started having residents move in 2020. I originally loved the apartment itself, it had everything we were looking for. However now that I've lived here for almost 2 years with a rent increase, I honestly can't wait to leave this place. We were promised all amenities: pool, gym, amazon lockers, leasing office would be completed in 2020 and here we are 2 years later with ZERO amenities. There is no pest control, the stairways and light posts are infested with bugs & insects. Maintenance is constantly entering unannounced. Walls are very thin so you better like your neighbors because you will hear all their conversations, music, tv etc. There are not enough dumpsters for the entire community and are not in convenient locations. Trash is always pilling up. No security, loud environment, cars broken into. Save your money because the "luxury apartments" with nothing to offer are not worth it.



4

Response from the owner a year ago

We are saddened to learn of your disappointment, Anissa. Nothing matters more to us than your satisfaction, so we would like to address your concerns with our amenities, pricing, and our community. Will you please contact us at feedback@edwardrose.com at your earliest convenience? Thank you for this opportunity to assist you.



Amanda Jones

Local Guide · 144 reviews · 1 photo

2 months ago

The aesthetics of these apartments is very pleasing. The office staff members are pretty nice, along with the maintenance workers for the most part. They have some nice finishes around the complex. However, there's always an issue with ... More

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ



Brittany McCoy

Local Guide · 14 reviews · 8 photos

2 years ago

Brittany McCoy



I want to start off by saying that I really love my apartment. The tall ceilings and little "extras" like quartz countertops and stainless steel appliances and huge pantry (in select units) are great. The office staff are eager to help and very friendly.

Now I don't ever complain. I mind my business and stay to myself. BUT, I am really really disappointed. When I moved in, I was told that the amenities like the Fitness center, Amazon Locker, and resort-style swimming pool were going to be done by February/March. We are now in the middle of April and the leasing office is not even done yet. And guess what else? The hole has not even been dug for the pool. I'm very concerned that we are not going to have a swimming pool this summer. I have called and left messages for the Regional Manager and never get a call back. I don't mind paying the prices here, but I want the amenities that were advertised. There are people who have lived here over a year with zero amenities. What apartment community builds up and moves people in without the amenities? And I think what bothers me the most is I see the buildings all around me getting thrown up with huge crews while the leasing office, where the gym and pool are supposed to be, is at a standstill.

👍 10

Response from the owner 2 years ago

Brittany, we couldn't be more thrilled to hear your excitement about your new home. Thank you for sharing your compliments today, and let us know if we may assist you in any way. We can't wait to welcome you home!



Felicia Samuel

11 reviews

2 years ago



Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ

Tori



4 reviews

1 year ago

Worst place we've ever lived - do not waste your money here. The property management does nothing for you, or if they do, it takes them 3 months to come out and do it - and then, they do it the WRONG way. When we moved in, our apartment was not move-in ready - there was mud coating the floors, construction trash had been thrown in all the toilets, and there was construction dust on every service. We were told to call and have them clean it for us - it took them weeks to come clean it. At that point, we just cleaned it ourselves because we HAD to move in and didn't want to live in filth. This is just the tip of the iceberg. Do not live here.



Response from the owner a year ago

Hi Tori, thank you for sharing your experience. We have high standards when it comes to cleanliness and service, and we are so sorry if your home was not completely ready for you. We want to connect with you and see how we can increase your satisfaction. Could you please call or visit the leasing office so we can talk? We are eager to turn your experience around.



Suga Pie Honeybun

4 reviews · 1 photo

2 years ago

My experience as a resident has been horrible. The customer service recieved from the staff including the Executive Property Management team is atrocious and completely absurd especially from Anisha Roberts to say the least. The property ... More



Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

[Write a review](#)

4.3

108 reviews ⓘ

have had with our office. Our team strives to offer top-notch customer service, and we're sorry that we fell short for you. Thank you ... [More](#)



1 review

a year ago

If you want to be a valued resident this is not the place for you. My roommate and I have been living here for six months and have seen no improvements with how poorly this property is managed. While the apartments are brand-new and offer a decent amount of space, I along with other residents have had extensive lists of things that needed repairing upon move-in day. This list included zero airflow on one side of the apartment, a non-functional shower/bath, missing smart hub (control for smart home features), and missing light fixtures among a multitude of other things. It was only after calling the office daily for over two months were these items repaired.

When we toured the complex in January we were told that all amenities (pool, gym, dog spa, dog park, clubhouse, etc.) would be done in May. It is now the end of October and the amenities are still not complete. We were also told that there were going to be organized events for the community so everyone could meet their neighbors, these too have still not happened. I understand the impact COVID-19 has had on the construction industry, but it is hard to believe our amenities have not been completed after almost two years due to the virus when I have watched four apartment buildings be constructed since May 2021. The lack of communication from the management team about these subjects is extremely subpar.

Lastly, the property is poorly maintained. Landscaping is infrequent and not properly done. The grass is overgrown and filled with weeds making it hard to pick up after your pet. The pet waste stations are often overflowing since they are not regularly cleaned. Entryways to the apartments are filled with debris. I have had three flat tires due to the construction crew not cleaning up after themselves and had the management team tell me nothing could be done as I signed up to live in these conditions. Construction crew members are parking in resident spaces while residents are being towed.

16 6

Response from the owner a year ago

Colton, we are grateful for your detailed feedback which provides an update about areas that we may

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

108 reviews ⓘ



Dakota Cruickshank

4 reviews · 5 photos

a year ago

Nice place. Terrible service. Terrible management. Work orders are marked complete even when no one has shown up to complete it. Also, cars have been getting stolen here more frequently. Mine was broken into and my roommates was stolen out of the parking lot within the passed 3 days. This post was written May 15, 2022



1

Response from the owner a year ago

Thank you for reaching out, Dakota. We regret if you are feeling at all uneasy, and we would like an opportunity to touch base with you and address any concerns you have with our team's support. Please contact us at feedback@edwardrose.com whenever you have a moment. We hope to talk to you soon.



Emily Rutherford

1 review

a year ago

If you would like to move into a poorly managed property with little to no maintenance and zero amenities, this is the place for you!

Rent increases every year with again, the ZERO amenities.

The leasing office isn't even open. Please consider renting elsewhere.

I've had two flat tires due to construction, the landscaping is prime for insects, rodents, and ferrel cats, light fixtures falling from the ceiling, no parking at night, debris in the halls.

All of the bad google reviews are on point, please heed the warnings here. 90% of the ratings on Apartments.com and other websites come from the weight of the number of reviews, so please take those scores as misleading.



3

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ



1 review

a year ago

Andrea

I moved in last year. My first year was lovely! No complaints. Now, there isn't any parking when I come home at night. I've been complaining about this for months! I get home very late at night and it's too dark and late to be parking far from my building and walking back alone. I park in the handicap spot because it's the only spot available 2,3:00 in the morning but then I get notices on my car threatening to be towed! This is a safety concern! I was offered a garage unit but of course you have to pay extra money for that as if the rent isn't already over \$1,000! The Office staff doesn't take this situation serious unless something major was to happen. The construction is loud which make it difficult to sleep during the day! I'm just over it!!!!



4

Response from the owner a year ago

Thank you for your review, Andrea. We are sorry to hear that your parking experience has been inconvenient, and we assure you that we want to find a solution that makes life more comfortable for you in our community. When you have a moment, please email us at feedback@edwardrose.com so we may listen to your concerns and assess effective solutions to resolve them. We appreciate the opportunity to make an improvement.



Bryce Preston

6 reviews

2 years ago

We moved in our apartment in January of 2021. We have enjoyed our place so far but have heard bad stories from other residents. The pool/leasing office was supposed to be finished in Feb./March and its July and the hole was just dug for a ... More

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

109 reviews ⓘ



3 reviews · 23 photos

2 years ago

The customer service from the management team is just as mentioned unprofessional, untimely, and the when you have issues with billing or maintenance with a brand new apartment...good luck, you're on your own. Forward all of your concerns to their corporate to get immediate assistance and results. I will not be renewing my lease as I would rather spend my money where it matters and it's not here at Emerald Creek.



5

Response from the owner 2 years ago

Hi, Ebony. We are sorry to hear you are displeased with our team's service. Our team is committed to supporting our residents, so we'd like to better understand what happened that led to your comments. Will you please email us at feedback@edwardrose.com to share details? Thank you for this opportunity to connect.



Andres Escobar

1 review

2 years ago

Don't move here !!!

completely disappointed in these apartments ... they don't fulfill anything they say ... the amenities are not ready, some people who live here are very unpleasant, they don't pick up dog waste, it smells weed all day, people don't deposit the garbage in the containers, the maintenance service is never seen so outside the buildings already inhabited are dirty and full of insects, we don't have pest control, the maintenance comes when they want to the apartments without prior notice !!!! ... do not move here you will waste your money the cost is too high for what is offered here ...



Discovered + printed out 12/22/23

@
2:30pm

Evidence
for

Court

1/8/23

Employee
Asst Property
Manager
violating Google's
policy of
writing reviews

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

154 reviews ⓘ



Jessica Hatten
3 reviews

6 days ago NEW

The quality of service shown by the maintenance staff and the leasing staff goes far beyond what words could express. Grateful to live in a community where quality takes the precedence of quantity 😊

👍 Like

Response from the owner 6 days ago

Hey Jessica!

Thank you for your 5 star review. We appreciate you and your business.

Reed Cornelison, Manager



Krysha McGarity
2 reviews

3 stars 4 months ago

There are a few things I like about Emerald Creek the staff is friendly. I like the activities they have for residents. But I feel my apartments is not up to standard in regards to what I'm paying. Several appliances are beginning to fall apart. There's ants. And a leak over my master shower. I have informed maintenance on the issue of the leak and they keep coming in to check but I'm not sure the issue has been resolved.

👍 1

Response from the owner 4 months ago

Krysha, thank you for taking the time to leave a review. We apologize for the inconvenience caused by the issues you've mentioned with your apartment. We appreciate your positive feedback on our friendly staff and activities for residents. We understand your frustration regarding the condition of some appliances, the presence of ants, and the ongoing leak over your master shower. Rest assured that we

Discovered + printed out 12/22/23
@ 2:30pm

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

154 reviews ⓘ



Marquitta Miesha

1 review

2 stars

2 weeks ago NEW

2 Stars because the complex is nice, spacious amenities and beautiful floorplans. My experience applying here was upsetting. I expecting more help. I was provided a map of the property to tour the unit I wanted to apply for, came back to the office and spoke with the agent there and she informed me a 3rd party does there screenings, but she recommends for income to be at least 2x the rent, and no minimum credit score required they check for evictions and rental history, bankruptcies etc.. Unfortunately that is not true, my application was denied due to my credit score. "Risk score does Not Meet Property Requirements". Also when I attempted to come back and reapply, I was told over the phone I could "Apply as many times as I want" but I should wait for the decision to come back in the mail. I explained to them I also had a cosigner that wanted to roommate with me but would not be in South Carolina until January. I was told I would have to pay ANOTHER \$50 application fee and so would the applicant. While walking to my car to get my purse to do another application online at the office because I was told it would take at least 20 minutes to do the screening. She followed me outside and told me I could not re apply for another SIXTY (60) DAYS. When I asked her how would they go about me being the cosigner instead of main applicant she told me she would find out and give me a call or email me. Here we are a week later and still no response. I've decided to move on with my endeavors.



Like

Response from the owner 2 weeks ago

We're truly sorry to hear about your frustrating experience. Our intention was to assist you during the application process. We apologize if our credit check policy was unclear and for any confusion regarding reapplication terms and fees. Your feedback is invaluable and we'll work towards improving our communication and customer service.



Brandon Drebsky

1 review

Discovered & printed out 12/22/23
@ 2:30 pm
Google Maps

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

Write a review

4.3

154 reviews ⓘ



x.alasia
2 reviews



1 star

a week ago NEW

I would leave zero stars if I could. The staff is okay, its the tenants. I have complained multiple times and the leasing office basically told me that it was nothing they could do unless it was after 10pm. The tenants above me stomp, jump, and move furniture ALL day long. Its to the point where I leave home just to get peace. With the price of this apartment I want to be able to have a peaceful space. 0/10 WOULD NOT RECOMMEND!!



Like

Response from the owner a week ago

Thank you for taking the time to share your experience. We understand that excess noise can be frustrating and we apologize for your discomfort and dissatisfaction. We appreciate your feedback as it helps us to make necessary improvements moving forward. If you would like to further discuss your concerns please feel welcome to stop by the office or reach out via email at your earliest convenience. Reed_Cornellison@edwardrose.com



Marquitta Miesha
1 review



2 stars

2 weeks ago NEW

2 Stars because the complex is nice, spacious amenities and beautiful floorplans. My experience applying here was upsetting. I expecting more help. I was provided a map of the property to tour the unit I wanted to apply for, came back to the office and spoke with the agent there and she informed me a 3rd party does there screenings, but she recommends for income to be at least 2x the rent, and no minimum credit score required they check for evictions and rental history, bankruptcies etc.. Unfortunately that is not true, my application was denied due to my credit score. "Risk score does Not Meet Property Requirements". Also when I attempted to come back and reapply, I was told over the phone I could "Apply as many times as I want" but I should wait for the decision to come back in the mail. I explained to



Dorothea T. said "We came from out of state 2 years ago and Julie helped us find a property that fit our need. She was very helpful. Although the move-in had complications and the property really wasn't ready for us, D&H was responsive and got things..." [read more](#)
in Property Management



Jessica Belanger-RE/MAX Suburban

★★★★★ 3

12.5 miles away from Edward Rose & Sons

Chels N. said "Jessica was our realtor for purchasing our house. As first time home buyers we had millions of questions and had no clue where to start! Jessica answered all of our questions and made the home buying experience so easy and..." [read more](#)
in Real Estate Agents

Ask the Community

Ask a question +

Yelp users haven't asked any questions yet about Edward Rose & Sons.

Recommended Reviews



Your trust is our top concern, so businesses can't pay to alter or remove their reviews. [Learn more.](#)



Search within reviews



Yelp Sort ▾



Username

Location

0 0 0

Start your review of Edward Rose & Sons.



Real A.

Detroit, MI

48 727 2171



3/1/2018

3 photos First to Review

As a tenant, I did not experience any problems while living at one of their communities, Sycamore Creek (Orion, MI). The apartment was well-maintained and affordable. I enjoyed their resident events the most while staying there.

Useful 1

Funny

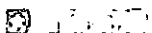
Cool 1



JJ.

GA, GA

0 2



3/1/2022

This is the worst company to rent an apartment. They own over 130 apartment complexes around the United States. They will harass you. They will discriminate against you. They lie. They will tell you...

3/31/22

Residents
at
other properties
+
locations

Blamed
Resident
X

1

X

Reach out to similar pros

This business has not enabled messa but you can still request quotes from businesses like them.

Start request

<http://www.edwardrose.com>

verbally one thing then lies and make it seem like you are at fault and that you are the bar. This is at the worst company. This is a honest answer from being a tenant. The only reason why I stayed is because I could not afford the other prices of other apartments raising the rent.

Absolutely horrible company. I hope one day legal actions is brought against this company. A class action lawsuit would be appropriate. If you would like to start one please like this response. My Andy Ward is the regional manager who seems to know how to lie repeatedly. He knows exactly what he is doing very condescending.

Useful 2

Funny 1

Cool 1



Skyler S.
San Francisco, CA
@ 0 1

3/11/2022

Highly disgusted with this company

After applying for an application, that there should have been no reason I would be declined for, was told my application was denied. I reached out to see why. I was then contacted the same day by the office, they stated there was application glitch for applicants that had lived there before. they said they would be in contact with corporate to see if they could resolve this and push my application through and approve it. After several days of not hearing anything, I signed at a different property. I was then contacted by Westlake stating I was approved, and they ran my card for \$300. After I requested it back, due to their mistake, I was denied my holding fee back. highly disgusted.

Useful 2

Funny

Cool



Morvarid E.
Downtown Detroit, Detroit, MI
@ 0 6 18

9/23/2021

6 photos

I have been looking for one responsive person from this company for 20 months!!

I send an email to this email address "feedback@edwardrose.com" to discuss about the pictures below. But Alex Maki referred me to the collection department! Mike Ciegotura said he is the manager in charge of our former tenants and he is the right person to contact. He is unable to go back in time and assure that my concerns were addressed. He can only account for the time after you vacated!!

Do NOT repeat my mistake. TAKE the reviews SERIOUS before signing any contract. Rent a property running by real human with real human feeling, not people as like programmed machine!

See all photos from Morvarid E. for Edward Rose & Sons

Useful 3

Funny

Cool 1



Wkg O.
Novi, MI
@ 0 2 8

11/19/2022

Please think long and hard before moving here, if you have another option use it! I slept almost 12 mos. glamping on a couch due to flooding in the main bedroom. So I had dismantle bed set and move out all furniture to 2nd room and use that as a storage space. The couch I have, has the

(248) 686-5300

Get Directions

38525 Woodward Ave Bloomfield Hills, MI 48304



Is this your business?

Claim your business to immediately update business information, respond to reviews, and more!

Claim this business

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Cedar Valley Luxury Apart

8.2 miles

Cedar Valley Luxury Apartments offers modern apar in the Rochester... read more



office evolution

3.5 miles

Dedicated office space for \$299/ month! Hardhat spi for a 12 month... read more

Didn't refund
Applicant \$300
refused due to their
own glitch

Tenant reported
to collection

1/19/22
tenant not
flooded

Featured review

Increased rent after signing lease.

On Monday, January 17, 2022, my lease was executed by Wood Creek Apartments. My move in day was February 1, 2022. A week before my move in, January 24, 2022, I received an email from, Leslie, the leasing agent at Wood Creek Apartments, regarding move in information. The email stated that the internet was only provided through them. She stated the three...

Read full review of Edward Rose & Sons and 1 comment →

Helpful? ^ 178 v 4

Share

1 Reply

S

spy's of Ankeny, Iowa, US

Oct 05, 2021 3:06 pm EDT

Fieldstreams workers and manager

You need to get better workers and manager.

Dan V manager is only interested in chasing after the women in the office.

Terry Stogdill is very lazy and sits around all day in the shop and talks to keba and brags about how much he makes and how very little he has to work for it.

and laughs at the corporate people on how dumb they are. You can see workers are leaving because they are working there tails off so others can sit around and do nothing. Lonnie sits in the company truck and sleeps.

Redecorate Vince gets to use the company truck after hours and use it as his own personal vehicle.

Let's see how long it takes before you do something about this...

Dan Voyles will not fix this issue he has no balls to do anything.

I will not reveal who I am. Just letting you know what is going on behind closed doors. Tom will never see what's going on. You need a spy to step in and watch. Everyone acts different for the one day Tom is here.

Desired outcome: Fix the problem so nobody else leaves or become lazy like the rest

Hide full review →

Residents
Reviews @
other locations

On Wednesday, January 26, 2022, I sent Edward Rose and Sons an email to inform them of this issue but did not receive any response. I emailed them again on Friday, January 28, 2022, requesting feedback, and still have not received a response. I logged on to the resident portal today, and my application has been completely removed.

Helpful? ^ 178 v 4

Share

Reply

More Edward Rose & Sons reviews & complaints

Edward Rose & Sons - Mold 3

Resolved

Edward Rose & Sons - Fieldstreams workers and manager

Edward Rose & Sons - mildew or mold bathroom & handicap ramp

Edward Rose & Sons - The worst apartment experience in my life... I regret everything

Edward Rose & Sons - dish tv

Edward Rose & Sons - Invisible managers!

Edward Rose & Sons - Employees and company

Edward Rose & Sons - Roaches in my apartment

Edward Rose & Sons - Liberty Mills "Fort Wayne, Indiana" 1

View all [Edward Rose & Sons reviews & complaints](#)

Previous review

Next review

1 comments

Diane Groom of US
Jun 29, 2022 3:23 pm EDT



You know what? They're crooks. The worst management that I've ever experienced.

Windmill Lakes Apartments

2900 Millpond Dr W, Holland, MI

[Write a review](#)

3.7

123 reviews ⓘ

People often mention

All

maintenance 16

office 11

lease 9

pay 6

+6

Sort by

Most relevant

Newest

Highest

Lowest



Reide Reed

7 reviews

⋮

a month ago

So, buckle up... Since we have moved into this apartment it has been rough. At first we were having great service and the ladies in the office are some of the nicest around so zero complaints about them or the manager herself because I know she tries to manage things but maintenance is a hot mess. We had zero water pressure in our apartment and it took a RIDICULOUS amount of phone calls to the maintenance hotline for them to fix that and the ONLY reason they fixed it was because the manager had to tell them how to fix it. Yikes. Secondly, we are without AC and have been for coming on two months... our first request in the system is April 11th... didn't fix it. Second request is April 17th, they then told us they'd get a contractor ASAP. Never happened! So, now we are waiting for a contractor to come this week // sometime because once again, bless her heart, the manager is having to do maintenance job... it's currently in the 80s outside and it's 80 in our home as well. DONT LIVE HERE! Won't be renewing the lease here because of that reason.

Edit: Anthony has fixed our AC!! Props to this man! We've had all men from maintenance come in here and they've all not noticed the loose wire! Anthony instantly noticed it, and fixed it! And instantly came on!



Like

Response from the owner a month ago

Reide, thank you for taking the time to leave a review. We are sorry to hear that you haven't had a positive experience with us. We understand that issues with your AC are frustrating and we appreciate

Green Ridge Apartments

3359 Ridgeview Dr NW, Grand Rapids, MI

Write a review

3.8

114 reviews



Brad Sugden
10 reviews

2 months ago

Instead of fixing an issue with a thermostat after an install, they chose to argue with me and accuse me of wanting to break the ac unit. I just wanted to make sure it worked. Fixed it by installing my own thermostat so when we hit record highs I would have ac. Even though I wasn't using it, maintenance ripped the fuse out of my ac, left the box open, and the fuse dangling in the wind and rain. I went into the office with the old thermostat in hand and they STILL tried arguing with me. Then said 'oh we didn't know that's what you meant' - if you had READ and COMPREHENDED my first email - you'd know. I was told I can't have a nest because they provide a thermostat... lol. I'm literally in there because it's broke and they wouldn't fix it, but ok. I was told (wrongly) how an ac works so I filled them in on how it actually works. That antifreeze won't freeze because it's ANTI freeze and needs to be about -40 for that too happen. They fixed the thermostat after an intense back and forth in the office to which I still had zero respect during even though I was right the whole time. This is not the first time I've been discriminated against / cast aside / argued with and ignored by Green Ridge. They have a lot of work to do. By the way, yanking my fuse for no reason is landlord retaliation and that's illegal. Along with the discrimination. Do better.

Like

Response from the owner 2 months ago

Brad, we apologize for the negative experience you had with our team. We are sorry that we did not meet your expectations and that we failed to resolve the issue with your thermostat promptly. At Green Ridge, we take pride in providing ... More



Sue George
66 reviews · 3 photos

2 months ago

Very pleased with the results. I was notified two days ahead of the maintenance team needing to enter my apartment for assessment. And notified a few days later when the work was completed. Very happy

Retaliation

*Definitely
* gas lights
same experience
w/ TAPAC*

*But she ut/in
the tactics
she has been
heared to do
w/ throw rocks
& her hands*

Polo Run Apartments

800 Kings Mill Rd, Greenwood, IN

Write a review

3.7

514 reviews ⓘ

People often mention

All

office 59

lease 41

maintenance 34

review 13

+6

Sort by

Most relevant

Newest

Highest

Lowest

*Discriminate
against a person
of color*



Davies Toke

Local Guide · 13 reviews · 6 photos

2 months ago

Before we went to the leasing office to submit an application, we were told they discriminate and it would be a bad idea applying.

We went ahead to give it a try and truly, they do discriminate. If you are a person of color don't bother applying here because they will not approve the application over a very flimsy excuse that's 100% a lie. To think in this day and age, things like this are still happening is quite concerning and disappointing. Racism is still very real and it definitely dwells in Polo Run Apartment.

👍 2

Response from the owner 2 months ago

Davies, thank you for taking the time to leave a review. We are sorry to hear that you didn't have a positive experience with us. We apologize for any miscommunication or inconvenience caused. If you would like to further discuss your ... More



Christina Douglas

6 reviews

a month ago

I have lived here a little over six months and I havent had any issues !! Maintenance is super quick to fix

Polo Run Apartments

800 Kings Mill Rd, Greenwood, IN

Write a review

3.7

514 reviews ⓘ

*same experience
@ Emerald
Creek :*

H Heather Herald
2 reviews

a month ago

~~The apartment up above was shot at. The laundry room is dirty. The steps are always muddy and dirty. Spider webs everywhere. My car was broken into in the parking lot and Polo run has done nothing to address the issue and reassure the residents. Polo run was a nice place, now it's just run down.~~

👍 1

Response from the owner a month ago

Heather, thank you for taking the time to leave a review. We are sorry to hear that you haven't had a positive experience with us and that we've fallen short of your expectations. Our priority is that all our residents feel safe and ... More

M Michael Kura
2 reviews

a week ago **NEW**

No problems fixing my towel rack. It took a couple of minutes and the service was good. Thank you.

👍 Like

Response from the owner a week ago

Michael,

Thanks for the 5 stars! We appreciate you taking the time to share your ... More

COVID-19 Update

From: Edward Rose Property Management (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Friday, January 22, 2021 at 03:22 PM EST



Dear Resiednts,

We have been notified that a fellow resident in our community has recently been medically diagnosed with the novel coronavirus, also known as COVID-19. We cannot know for certain with whom the ill resident had contact prior to the diagnosis, nor what common areas of the property they had used. Therefore, we want to exercise an abundance of caution and advise all residents of the current situation.

Please be assured that the health and safety of our residents continues to be a main priority. We remain diligent in our efforts to follow the preventive guidelines recommended by the Centers for Disease Control and Prevention (CDC), and we encourage you to do the same. Here is a link to the CDC's website: <https://www.cdc.gov>

Also, please understand that we cannot divulge the name of the individual, nor will we divulge the apartment number or building where the resident lives. It is an Americans with Disabilities Act (ADA) regulation to keep all affected persons' names confidential.

Please stay well, and know that we are doing everything we can to continue to provide you with the highest level of service in these difficult times. Your cooperation with our endeavors to protect you, our residents, and our employees from illness is greatly appreciated.

Sincerely,
Emerald Creek Management

CONTACT INFO

301 Fairforest Way
Greenville, SC 29607
(864) 214-2105

OFFICE HOURS

Monday	9AM-6PM
Tuesday	9AM-6PM
Wednesday	9AM-6PM
Thursday	9AM-6PM
Friday	9AM-6PM
Saturday	12PM-3PM

COVID EMAIL
Sunday
Closed Sundays
12PM-3PM
1/22/21

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301 Fairforest Way, Greenville, SC 29607

This email was sent to tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us in your address book or safe list. You can opt out of email notifications by clicking here.

Exhibit 2A

Exhibit 3

Reed Cornelison

From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, June 28, 2023 2:12 PM
To: Reed Cornelison; Traci McCoubrey
Cc: tonyae411@yahoo.com
Subject: Tonya Ellington, Unit#4313 "Official Notice of Decline of Lease Renewal 10/23/23"
Attachments: birdcleaningtools062723.jpg

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and blessings Reed and Traci:

As always, I hope and pray each of you, yours and the entire staff are in great health as well as spirits. During my office visit to first inquire about the Jehovah Witness pamphlet left within my door. I noticed it was also placed on my neighbor's door. Apparently, the uninvited guests from two Sundays ago, refuse to obey the Emerald Creek property rules. I will however obey the pamphlet stated, "**Exercise Patience**" to the best of my ability.

Per my conversation with you Reed, he advised me that conversation was had with you Traci. I, thank you both for hearing and recognizing my unfortunate conditions during my short of three years residency at Emerald Creek. As stated in my emails to both of you on June 23, 2023, and June 26, 2023, I stated that I would submit my detailed complaint along with my move-out date, upon receipt of my renewal. I did receive a notification through email today, but the renewal lease was not attached.

Today, 6/28/23, during my conversation with Reed, he advised me that **my early lease termination fee will be waived** due to the conditions of my residence. I, thank you both again, for being in agreement and relieving me of unexpected out-of-pocket expenses. Because of this agreement as well as all that I have already spoken and submitted by email; I will withdraw my written complaint.

In conclusion, I will vacate **Unit #4313 on September 8, 2023**, and request a walk through on this day as well. Thereafter, I request in writing my early lease termination has been waived and the return of my security deposit to be returned within the 30 days within the SC state law. **Please forward all physical documents to my mailing address: P.O. Box 1623, Greer, SC 29652.**

Thank you both for correcting the wrongdoings I unfortunately endured during my residency at Emerald Creek Apartments. This speaks volume of displaying that humanity still exists. At the end of the day, there's always a lesson to be learned through our lives of trials and errors. No one is exempt from being a student well after the school bells stop ringing. Thank you both again.

Have a blessed, safe, healthy, productive and celebration of life week/4th weekend.

Respect Given Always,
Miss Tonya Ellington #4313

S/N Attached is a picture of what the groundkeeper (name unknown) brought to clean the bird poop on 6/27/23 approximately 8 A.M. I was heading out to my doctor's appointment in Charlotte, NC. He as aware of me taking the picture, but I didn't realize I captured the tools of choice to clean the poop. A bucket of water with unknown solution, clothes, broom and dust cleaner. Needless to say the mess of the results remained upon my return home approximately 1:35 P.M.



Tonya Ellington, Unit#4313 "Official Notice of Decline of Lease Renewal 10/23/23"

From: Tonya E. (tonyae411@yahoo.com)

To: reed_cornelison@edwardrose.com; traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Wednesday, June 28, 2023 at 02:12 PM EDT

Peace and blessings Reed and Traci:

As always, I hope and pray each of you, yours and the entire staff are in great health as well as spirits. During my office visit to first inquire about the Jehovah Witness pamphlet left within my door. I noticed it was also placed on my neighbor's door. Apparently, the uninvited guests from two Sundays ago, refuse to obey the Emerald Creek property rules. I will however obey the pamphlet stated, "**Exercise Patience**" to the best of my ability.

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Have a blessed, safe, healthy, productive and celebration of life week/4th weekend.

Respect Given Always,
Miss Tonya Ellington #4313

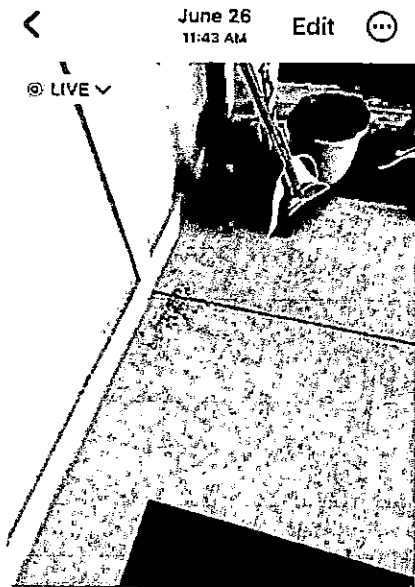
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birdcleaningtools062723.jpg
163.4kB

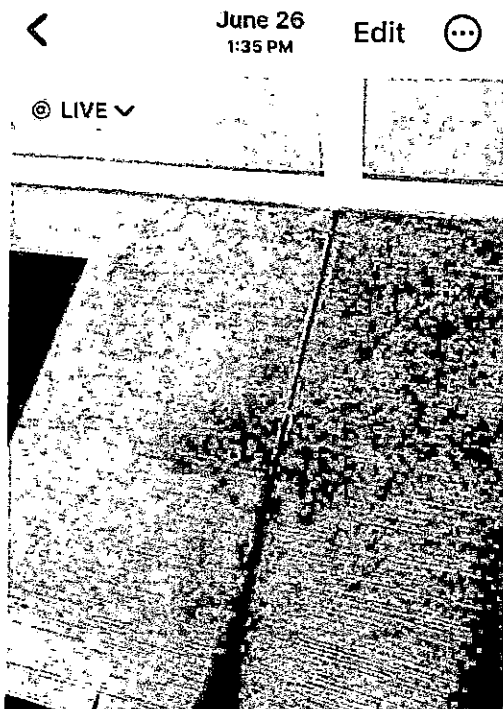
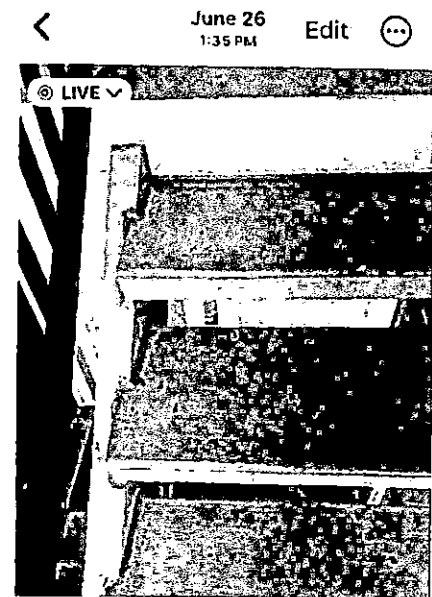
* altered

6/26/23

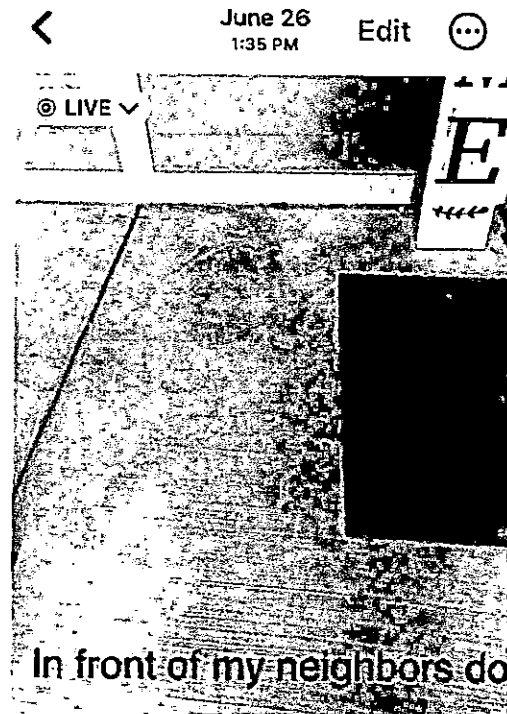


Evidence of ground cleaner before and his after
mess without care.

This is the third time they letting me know they don't
respect my cleaning quarters.

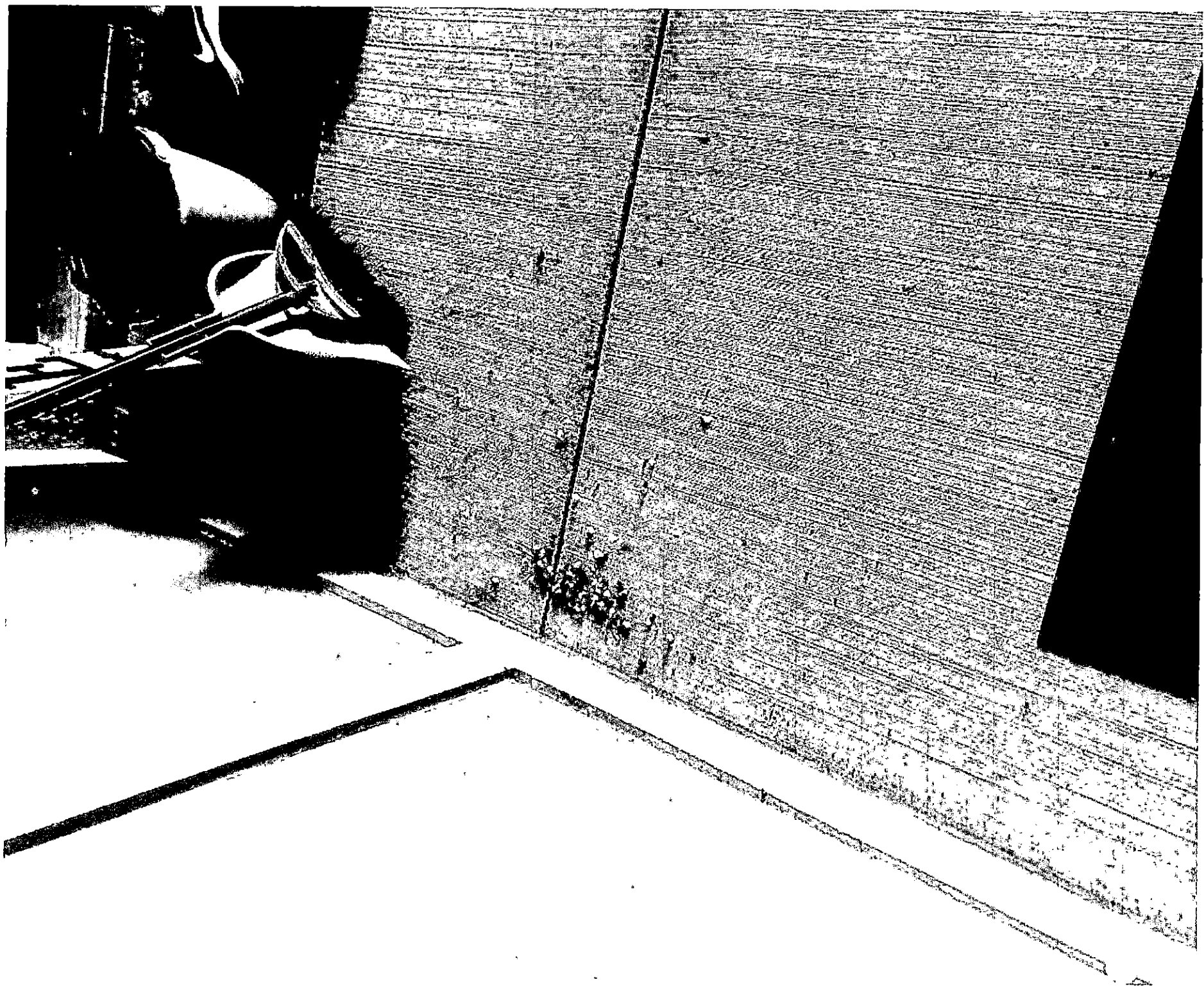


In front of my door.



In front of my neighbors door.

PIC-COLLAGE



Does bird poop contain viruses?

Bird flu viruses can easily spread from wild birds to domestic poultry, like chickens, turkeys, geese, and pheasants. **The virus is found in an infected bird's feces (poop)** and fluids from the bird's eyes, nose, or mouth. Bird flu viruses don't usually infect people.

⑤ <https://wwwnc.cdc.gov/diseases>

Sent through
Resident Portal
Request
Maintenance to
notify them my
corridor wasn't
cleaned since
6/30/23 after
their so called
power washing.
Bird feces started
soon after.

Even when old and dry, bird droppings can be a significant source of infection. Like histoplasmosis, most cryptococcosis infections are mild and may be without symptoms. Persons with weakened immune systems, however, are more susceptible to infection.

*Sent through
Resident Portal
& TRAC
claimed I
was
harrased
how?
I am still
a tenant*

How many diseases does bird poop carry?

Birds and Their Droppings Can Carry **Over 60** Transmissible Diseases. Bird infestations can prove more of a hazard than most people realize, as many carry more than 60 transmissible diseases* – this list continues to grow and is not exhaustive of all possible risks posed by pest animals.

⑤ <https://bird-x.com/transmissible-d>

**Feces remained
days rather
removed daily.**

Do birds carry airborne diseases?

Bacterial diseases

Infected by inhaling airborne particles originating in bird fecal matter, feathers and respiratory secretions of infected species. The onset of symptoms occurs about 5-10 days after infection. First symptoms can include abdominal pain, diarrhea, and fever.

PIG-COLLAGE

Renewal

Exhibit 3

From: Emerald Creek Apartments (emeraldcreekapartments.reply.edwardrosesons@aptleasing.info)

To: tonyae411@yahoo.com

Date: Wednesday, June 28, 2023 at 10:56 AM EDT

This email serves as a reminder that your lease is expiring soon 10/23/2023. As a valued part of the community, we would like to work with you on doing what we can to secure your stay. While we hope that you renew, if you choose not to renew by the expiration date, you will automatically be placed on the "Month-to-Month" rental option. If there is anything we can do to aid in your renewal process, please don't hesitate to reach out to our team.

Thank you,
Emerald Creek Apartments

 Fall Renewal (2)_25.pdf
4.7MB

* No lease received with this email. Informed via email
Reed & Traci McCoubrey. Traci McCoubrey replied via email
on

Lease Renewal Proposal Selected

From: Edward Rose Property Management (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Date: Tuesday, July 13, 2021 at 10:00 PM EDT



Dear Tonya,

We are delighted that you will be continuing your residency and we thank you for selecting the details of your next lease agreement with our community! In order to complete the lease renewal process, all leaseholder signatures are required. You will receive an e-mail confirming the details of your new lease once all leaseholders have signed the renewal proposal.

The following steps will help you complete the lease renewal process:

- All leaseholders must initial and sign the lease renewal documents. The primary leaseholder will need to sign first, then, any remaining leaseholders can initial and sign.
- Each leaseholder must log in to the online Resident Portal under their own individual account.
- Each leaseholder must click the SIGN & COMPLETE button after all pages of the lease have been signed.

Please feel free to let us know if we can assist you with any questions you may have regarding your continued stay with us.

CONTACT INFO

301 Fairforest Way
Greenville, SC 29607
(864) 214-2105

OFFICE HOURS

Monday	9AM-5PM
Tuesday	9AM-5PM
Wednesday	9AM-5PM
Thursday	9AM-5PM
Friday	9AM-5PM
Closed Sundays	

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301 Fairforest Way, Greenville, SC 29607

This email was sent to Tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book safe list. You can opt out of email notifications by clicking here.

Lease Renewal Proposal Selected

From: Edward Rose Property Management (no-reply@rentcafe.com)

To: tonyae411@yahoo.com

Cc:

Date: Friday, July 15, 2022 at 06:13 PM EDT



Dear Tonya,

We are delighted that you will be continuing your residency and we thank you for selecting the details of your next lease agreement with our community! In order to complete the lease renewal process, all leaseholder signatures are required. You will receive an e-mail confirming the details of your new lease once all leaseholders have signed the renewal proposal.

The following steps will help you complete the lease renewal process:

- All leaseholders must initial and sign the lease renewal documents. The primary leaseholder will need to sign first, then, any remaining leaseholders can initial and sign.
- Each leaseholder must log in to the online Resident Portal under their own individual account.
- Each leaseholder must click the SIGN & COMPLETE button after all pages of the lease have been signed.

Please feel free to let us know if we can assist you with any questions you may have regarding your continued stay with us.

CONTACT INFO

OFFICE HOURS

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9AM-6PM

301 Fairforest Way
Greenville, SC 29607
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301 Fairforest Way, Greenville, SC 29607

This email was sent to Tonyae411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by clicking here.

Re: Confirmation of Intent to Vacate

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Friday, June 30, 2023 at 04:34 PM EDT

Greetings,

I am confirming the receipt of this email. Unfortunately, due to my complaint previously submitted I will not be changing my decision of vacating Emerald Creek, Unit #4313 on 09/08/23. My detailed complaint/grievance will soon follow within the next days or weeks. I will however submit all documents in person, mail and/or email.

Thank you.

Have a blessed, safe, and healthy weekend.

Respect Given Always,
Miss Tonya Ellington #4313

On Friday, June 30, 2023 at 10:12:51 AM EDT, emeraldcreek@edwardrose.com <emeraldcreek@edwardrose.com> wrote:

Dear Tonya,

The attached letter confirms Emerald Creek Apartments received notice of your intent to move out of your apartment. Please review the letter for important information regarding the next steps in this process. If you are no longer moving or would like to discuss your renewal options available to you, please contact the Leasing Office. Thank you for allowing us to be A Part of Your Life as your preferred home provider. We wish you the best in your move and new home.

Sincerely,
Emerald Creek Apartments

Confirmation of Intent to Vacate

6/30/23

From: emeraldcreek@edwardrose.com (emeraldcreek@edwardrose.com)

To: tonyae411@yahoo.com

Date: Friday, June 30, 2023 at 10:12 AM EDT

Dear Tonya,

The attached letter confirms Emerald Creek Apartments received notice of your intent to move out of your apartment. Please review the letter for important information regarding the next steps in this process. If you are no longer moving or would like to discuss your renewal options available to you, please contact the Leasing Office. Thank you for allowing us to be A Part of Your Life as your preferred home provider. We wish you the best in your move and new home.

Sincerely,
Emerald Creek Apartments

Insult



EC 4313 Ellington Notice Letter.pdf
101.1kB

**This was before Bully*

Inspector came out to

*I was forced to move out due
to their known unethical tactics
against residents that speak up
or disabled.*

*NO LEASE
EVER GIVEN*



Tonya Ellington

Date: 6/30/2023

301 Fairforest Way Apt. #4313

Greenville, SC 29607

Dear Tonya Ellington,

Apt.# 4313

Insult!!

This letter confirms that on 06/28/2023 we received your notice to move out of your apartment. We hope that you have enjoyed living in our community. Your scheduled move-out date is 09/08/2023. Please note that you must provide a forwarding address in order for your Security Deposit to be processed properly. If you have not provided your new address, or will not be moving on the date listed above, please notify the Leasing Office in writing. Please be advised that the Security Deposit cannot be applied as your final rent payment. **If you fail to move out of your apartment by the date specified on this notice, your rent may be increased up to 200% of the amount determined in Paragraph #1 of your Lease Agreement.**

*None rec'd 28/24
lease*

Charges on this letter only reflect move-out costs due beyond your scheduled move-out date. Please refer to your ledger, in your online resident portal, for any current charges due now through your scheduled move out date.

*Total does not include any charges incurred after the date of this notice, including ancillary charges such as cable and internet

If you would like to make an appointment to inspect your apartment, please do so at least one week in advance of move-out. No inspection will be conducted unless all items have been removed from the apartment. Appointments are made through the Leasing office and are conducted Monday through Friday during hours of operation. If you do not call for an appointment before your move-out date or if you are late for your appointment, the inspection will be completed without you.

We ask that you leave your apartment in the same condition as it was when you moved into it. At the time of move-in, you were given an Inventory Checklist. Any damages to the apartment, except normal wear and tear, which did not appear on the move-in portion of your checklist, will be charged to you.

Before turning in your keys:

- ☐ **Remove all of your belongings**, including the patio, balcony, and storage area. You will be charged if we have to remove items for you.
- ☐ **Clean all appliances**, kitchen, and bathroom cabinets, fixtures, and floors
- ☐ **Restore walls** to the original color. Please contact your leasing office for paint specifications. If more than one coat of paint is required due to color-painted walls, the wrong type of paint used, or resident damages, charges will be assessed at the contractor's rate.
- ☐ **Heat must be left at 55 degrees** during the winter months to avoid frozen pipes.

All keys, including any fobs or openers, must be turned into the Leasing Office by the close of the business day on your scheduled move-out date. If there are no physical keys to return, you must notify the Leasing Office in writing that you have vacated the apartment. If your office has a dropbox, you may place your keys in an envelope marked with your apartment number and drop the envelope in the office dropbox after hours. Keys in the dropbox at the time of opening the office are credited as the previous day. Additional rent and fees may be charged until the day the keys are returned.

If you have an online account, you will need to disable the recurring payments you have scheduled. Please make sure to disconnect any services that are applicable, including utilities, cable, internet, DISH, and contact the Post Office to provide your forwarding address.

These move-out procedures are designed to protect your interests as well as ours. Please review them carefully and discuss any questions you may have with the Leasing Office staff prior to your move-out. We have enjoyed serving you during your residency here. We wish you the best of luck in your move and your new home.

Re: Tonya Ellington Unit#4313 "Guest Bathroom Tub Leak Onto 2nd Floor Resident Bathroom Ceiling 6/30/23"

From: Tonya E. (tonyae411@yahoo.com)
To: traci_mccoubrey@edwardrose.com
Cc: reed_cornelison@edwardrose.com
Bcc: tonyae411@yahoo.com
Date: Friday, June 30, 2023 at 04:54 PM EDT

Hi Traci,

Thank you dearly for your reply as well as understanding my unforeseen as well as unfortunate decisions.

I will indeed do just that as I am cordial and have an awesome relationship with Emerald Creek office staff.

Thank you, Reed, Brian, Jessica, and office team again.

Have an awesome weekend.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Friday, June 30, 2023, 4:49 PM, Traci McCoubrey <Traci_McCoubrey@edwardrose.com> wrote:

Tonya,

I have been in communication with Reed regarding your concerns and request to terminate your lease. We agreed with your decision to part ways, and approved your request. With your move out and walk-through scheduled for 9/8/23, I anticipate your interactions with staff to be minimal. If you feel the need to come into the leasing office prior to your departure, we would be happy to accommodate by-appointment meetings, as a courtesy, in an effort to coordinate your interactions with only selective office staff members.

We wish you only the very best in your next housing chapter. I am aware that you wish to provide a detailed formal complaint regarding your residency. You may send such to the following address:

Edward Rose & Sons – Director of Property Management
P.O. Box 2012
Bloomfield Hills, MI 48303-2012

Or by email:

Jeff Galeas
Director of Property Management
jeff_galeas@edwardrose.com

Best Regards,

It was ~~IN~~ my best
interest to NOT contacted
listed parties as they are
all the same people.
I chose to go the main
source.



EDWARD
ROSE
& SONS

Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Friday, June 30, 2023 4:15 PM

To: Reed Cornelison <Reed_Cornelison@edwardrose.com>; Traci McCoubrey <Traci_McCoubrey@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Tonya Ellington Unit#4313 "Guest Bathroom Tub Leak Onto 2nd Floor Resident Bathroom Ceiling 6/30/23"

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and blessings to both of you;

As always, I hope and pray both of you, yours and the entire staff are in great health and spirits.

Today, 6/30/23 approximately 9:12 A.M., I received a call from Leasing Agent Mimi, advising me Brian needed access into my apartment due to leaking ceiling in the unit beneath mine. I wasn't quite up, as I endured an episode of extreme chronic pain and insomnia last night into the early morning. I advised her that I wasn't up as of yet, however, allow me thirty minutes. I called back at 9:25 A.M., thirteen minutes later, and less than I had anticipated knowing the severity of a leaking ceiling. I, then spoke with Asst. Property Manager Jessica, and advised her that Brian have access now when he's ready. I also requested for Brian to bring the key to the balcony A/C room to retrieve my small items I had stored. I locked the door afterwards.

As I waiting for Brian's arrival, I recounted of any unusual activities within my unit that could have been the cause? I haven't experienced any leaks from the tub, toilet or sink. Then I remembered last week, I soaked the oven rakes in the tub for cleaning. **Due to all the unforeseen stress of the bird's nest, to their poops, to the groundkeeper not cleaning the mess properly, to having to complain again for the second week of the same malice cleaning and then not coming back as requested on 6/23/23, I totally forgot about the oven rakes. My neighbors and I had to deal with the appearances of poop on the ground, fire extinguisher box and smell for the entire weekend. (Still bird poops remain and more as it hasn't been so-called cleaned since Tuesday, 6/27/23 and today is 6/30/23) When I had remembered it was three days later and the oven rakes had caused stain spots now in the tub in its still water. After cleaning the oven rakes to the best of my ability, I placed them back into the oven. *The bird poop started 5/30/23.***

Now, I tried to remove the stains from the tub since last week, up until this morning, as I've been soaking with different solutions and methods to remove the stains. I've overnight soaked, since last week, until again this morning before I received the call from Mimi. **Needless to say, I didn't utilize that shower/tub regularly, since I rented this unit #4313.** I've only utilized it twice for the cleaning of the oven rakes within the last six months. The other times I cleaned the oven rakes I utilized the kitchen sink. With that being said, due to the one week of running water to soak, then clean and repeated this activity, it led to reveal that the bathroom ceiling on the second-floor apartment had been spared any water damages. I informed Brian of my recollection and surely that had been the cause.

Brian now had an idea of the cause, so he proceeded to disassemble the top/bottom drainer. **Upon, him removing the top drainer cover, we both were shocked to see a small plastic bag with screws resting on the cylinder. Pictures are attached as I captured pictures for my own files of continuous issues within this unit.** Brian proceeded to troubleshoot, and I proceeded to handle my in-house tasks.

Tonya Ellington - Notification to Vacate #4313 on 9/1/23 Between 2 PM to 5 PM (Earlier due to change in new residency agreement)/Request for Walk-through & Return of Keys)

From: Tonya E. (tonyae411@yahoo.com)

To: reed_cornelison@edwardrose.com; traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Monday, August 21, 2023 at 12:20 PM EDT

8/21/23
Notification
to vacate earlier
due to change of
new residency

Peace and Blessings Reed and Traci,

As always, I hope and pray you, yours and the entire staff are in great health and spirits.

Due to a change in my new residency, I am able to move earlier than agreed from 9/8/23. I am requesting a walk through on 9/1/23 to inspect apartment #4313 before returning keys (2) mailbox, (1) FOB and (1) garage key of #401. I am requesting this be conducted anytime between 2 P.M. - 5 P.M. Due to the circumstances of my forced move out and false accusation on my character, I will be recording video byway of my phone.

Please note as I was packing, I noticed a long crack along the right window and both sides corner in the Master Bedroom. Both areas are not seen on a regular as it's possible it formed as the building settled. There are also cracks alike in others of the apartment, as I am writing this email.

I must also note on 7/30/23 approximately 4:45 a.m., I was awakened by the chirping of the Smoke/CO alarm device. Approximately 5:20 a.m. after not being able to go back to sleep due to the chirping, after determining it was the device outside the laundry room, I retrieved my ladder. I replaced the battery and then reset as all the devices went off as wired. Unfortunately, my battery didn't fix the issue as I knew the battery may have been too low to function. Later this day I set to go out and purchase a new battery. Due to my status with ED&R and EC I knew it was best to replace it myself to avoid any other unpleasant interactions.

Exhibit
3A

Later in the day on, 7/30/23 as I had just entered into my garage and started my car, I seen Brian. Being that Brian is the only maintenance person that has respected me and my maintenance issues, I asked if he could replace them. He didn't hesitate with my request and advised me he would just have to write up a maintenance order. I returned back to my apartment, grateful that my timing seeing Brian was impeccable. He came to replace all five batteries in all devices and reset the point of entry for all, outside the laundry room. (This was the first- and only-time batteries were replaced even though Preventative Maintenance wasn't performed thoroughly as noted on the notices given. In March 2023 Brian have been the only maintenance person who went beyond what was done the last two time, since 10/29/20 of my residency. The last two times, the A/C unit was checked only. After discovering in July 2021 there were no Air Filter in my unit after inquiring the service, I begun to change it myself every three months. I lived with inhaling all the debris from construction/pollen/dust particles from 10/29/20 until July 2021. At one point I concluded I as allergic to the apartment, so I invested in a large Air Purifier and Damp Rid products. The air quality is the apartment is still poor if I do not keep the Air Filter/A/C on.)

I received a call on Monday, 7/31/23 from Mimi checking to confirm the repair was satisfactory. I assured her it was and thanked her as well.

I also already advised of the returned long cracks in the ceiling opposite the laundry room.

Please confirm via email, the best time that my request will be granted.

Thank you both in advance for your time.

Have a blessed, safe, and healthy week.

Respect Given Always,
Miss Tonya Ellington

RE: Tonya Ellington - Notification to Vacate #4313 on 9/1/23 Between 2 Pm to 5 PM (Earlier due to change in new residency agreement)/Request for Walk-through & Return of Keys)

From: Traci McCoubrey (traci_mccoubrey@edwardrose.com)

To: tonyae411@yahoo.com; reed_cornelison@edwardrose.com

Date: Monday, August 21, 2023 at 05:48 PM EDT

Tonya,

Per your attached notice to vacate, you are vacating *at your request*, (not being forced, as you mention below). I confirmed in my 7/15/23 email, stating: **"as a courtesy we have approved for you to terminate your lease without penalty. We understand that you are unsatisfied with your apartment and the community. You are under no obligation to continue your residency and free to vacate as soon as possible."**

Therefore, we are in receipt of your updated intention to vacate on 9/1/23, instead of 9/8/23. As a courtesy, we will honor your request for a move-out walk-through at 2:00 pm on 9/1/23.

Best Regards,

Traci McCoubrey
Regional Manager

cc: Case 2023CV2311002593



Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Monday, August 21, 2023 12:21 PM

To: Reed Cornelison <Reed_Cornelison@edwardrose.com>; Traci McCoubrey <Traci_McCoubrey@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Tonya Ellington - Notification to Vacate #4313 on 9/1/23 Between 2 Pm to 5 PM (Earlier due to change in new residency agreement)/Request for Walk-through & Return of Keys)

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and Blessings Reed and Traci,

8/21/23
5:48 PM
Traci attempted to
trick me to
go back
for
the

unprofessional
&
mentally
unstable
She ~~tried~~
failed to

Acknowledged
my 2023/2024
lease was
NOT

Included
in

The
reminder this
was happened
8/4

Reed Cornelison

From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, June 28, 2023 2:12 PM
To: Reed Cornelison; Traci McCoubrey
Cc: tonyae411@yahoo.com
Subject: Tonya Ellington, Unit#4313 "Official Notice of Decline of Lease Renewal 10/23/23"
Attachments: birdcleaningtools062723.jpg

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and blessings Reed and Traci:

As always, I hope and pray each of you, yours and the entire staff are in great health as well as spirits. During my office visit to first inquire about the Jehovah Witness pamphlet left within my door. I noticed it was also placed on my neighbor's door. Apparently, the uninvited guests from two Sundays ago, refuse to obey the Emerald Creek property rules. I will however obey the pamphlet stated, "**Exercise Patience**" to the best of my ability.

Per my conversation with you Reed, he advised me that conversation was had with you Traci. I, thank you both for hearing and recognizing my unfortunate conditions during my short of three years residency at Emerald Creek. As stated in my emails to both of you on June 23, 2023, and June 26, 2023, I stated that I would submit my detailed complaint along with my move-out date, upon receipt of my renewal. I did receive a notification through email today, but the renewal lease was not attached.

Today, 6/28/23, during my conversation with Reed, he advised me that **my early lease termination fee will be waived** due to the conditions of my residence. I, thank you both again, for being in agreement and relieving me of unexpected out-of-pocket expenses. Because of this agreement as well as all that I have already spoken and submitted by email; I will withdraw my written complaint.

In conclusion, I will vacate **Unit #4313 on September 8, 2023**, and request a walk through on this day as well. Thereafter, I request in writing my early lease termination has been waived and the return of my security deposit to be returned within the 30 days within the SC state law. **Please forward all physical documents to my mailing address: P.O. Box 1623, Greer, SC 29652.**

Thank you both for correcting the wrongdoings I unfortunately endured during my residency at Emerald Creek Apartments. This speaks volume of displaying that humanity still exists. At the end of the day, there's always a lesson to be learned through our lives of trials and errors. No one is exempt from being a student well after the school bells stop ringing. Thank you both again.

Have a blessed, safe, healthy, productive and celebration of life week/4th weekend.

Respect Given Always,
Miss Tonya Ellington #4313

S/N Attached is a picture of what the groundkeeper (name unknown) brought to clean the bird poop on 6/27/23 approximately 8 A.M. I was heading out to my doctor's appointment in Charlotte, NC. He was aware of me taking the picture, but I didn't realize I captured the tools of choice to clean the poop. A bucket of water with unknown solution, clothes, broom and dust cleaner. Needless to say the mess of the results remained upon my return home approximately 1:35 P.M.

✱ AltercA doesn't show my image of bird
cleaning tools as the attachment

Re: Tonya Ellington - Notification to Vacate #4313 on 9/1/23 Between 2 Pm to 5 PM (Earlier due to change in new residency agreement)/Request for Walk-through & Return of Keys)

From: Tonya E. (tonyae411@yahoo.com)

To: traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Tuesday, August 22, 2023 at 09:43 AM EDT

8/22/23 9:43 am
my reply to
her
the next day

Good morning, Traci,

I am not going back and forth with you regarding my wording of my reasoning of moving out as they are facts. Edward Rose & Sons/Edward Rose LLC in association with Emerald Creek Apartments did not deliver what they marketed and promoted as a "Better Living."

I will be at the apartment at 2 P.M. for the request of walk through as confirmation to the time you stated. No conversation will need to be had upon the arrival of EC personal to conduct the walk through. Everything has already been said and documented. Any additional dialogue will be had during the day of court once scheduled.

Respect Given Always,
Miss Tonya Ellington

cc: City of Greenville Civil Court Circuit

On Monday, August 21, 2023 at 05:48:41 PM EDT, Traci McCoubrey <traci_mccoubrey@edwardrose.com> wrote:

Tonya,

Per your attached notice to vacate, you are vacating *at your request*, (not being forced, as you mention below). I confirmed in my 7/15/23 email, stating: ***"as a courtesy we have approved for you to terminate your lease without penalty. We understand that you are unsatisfied with your apartment and the community. You are under no obligation to continue your residency and free to vacate as soon as possible."***

Therefore, we are in receipt of your updated intention to vacate on 9/1/23, instead of 9/8/23. As a courtesy, we will honor your request for a move-out walk-through at 2:00 pm on 9/1/23.

Best Regards,

Traci McCoubrey
Regional Manager

cc: Case 2023CV2311002593



Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

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Apartment: #4313

301 Fairforest Way Apt. #4313

Greenville SC 29607

Sq. Ft.: 930 Rent: \$1,637 - \$1,91

Date: 9/9/2023

Amenities:

- Third floor
- Private Balcony

Floor Plan Find

By using this website
you agree to our use of



**They changed my apt available
from 9/29 to 9/9. Definitely not
enough time to properly inspect
before releasing for rental.**

**Thursday • Aug 24, 2023 • Adjust
9:50 PM**

\$ 1581

ad
Byrne
9/9/23

Verizon 10:09 PM 100%



Switch to the App
Find the perfect rental.
Available 60k

Download

Premier
\$1,543+
2 Bd, 2 , 930-992
Ba Sqft


↓ Price Drop

View 2 Available Units ^

4104 \$1,616+ 992 Sqft Today

7202 \$1,543+ 930 Sqft Today

4313 \$1,581+ 930 Sqft Sep 9

Check Availability

Call

Confirmation of Intent to Vacate

From: emeraldcreek@edwardrose.com

To: tonyae411@yahoo.com

Date: Wednesday, August 30, 2023 at 10:25 AM EDT

Dear Tonya,

The attached letter confirms Emerald Creek Apartments received notice of your intent to move out of your apartment. Please review the letter for important information regarding the next steps in this process. If you are no longer moving or would like to discuss your renewal options available to you, please contact the Leasing Office. Thank you for allowing us to be A Part of Your Life as your preferred home provider. We wish you the best in your move and new home.

Sincerely,
Emerald Creek Apartments



EC 4313 Ellington Updated Notice Letter.pdf
100.9kB



Tonya Ellington

Date: 8/30/2023

301 Fairforest Way Apt. #4313

Greenville, SC 29607

Dear Tonya Ellington,

Apt.# 4313

This letter confirms that on 06/28/2023 we received your notice to move out of your apartment. We hope that you have enjoyed living in our community. Your scheduled move-out date is 09/01/2023. Please note that you must provide a forwarding address in order for your Security Deposit to be processed properly. If you have not provided your new address, or will not be moving on the date listed above, please notify the Leasing Office in writing. Please be advised that the Security Deposit cannot be applied as your final rent payment. **If you fail to move out of your apartment by the date specified on this notice, your rent may be increased up to 200% of the amount determined in Paragraph #1 of your Lease Agreement.**

Charges on this letter only reflect move-out costs due beyond your scheduled move-out date. Please refer to your ledger, in your online resident portal, for any current charges due now through your scheduled move out date.

*Total does not include any charges incurred after the date of this notice, including ancillary charges such as cable and internet

If you would like to make an appointment to inspect your apartment, please do so at least one week in advance of move-out. No inspection will be conducted unless all items have been removed from the apartment. Appointments are made through the Leasing office and are conducted Monday through Friday during hours of operation. If you do not call for an appointment before your move-out date or if you are late for your appointment, the inspection will be completed without you.

We ask that you leave your apartment in the same condition as it was when you moved into it. At the time of move-in, you were given an Inventory Checklist. Any damages to the apartment, except normal wear and tear, which did not appear on the move-in portion of your checklist, will be charged to you.

Before turning in your keys:

- ☐ **Remove all of your belongings**, including the patio, balcony, and storage area. You will be charged if we have to remove items for you.
- ☐ **Clean** all appliances, kitchen, and bathroom cabinets, fixtures, and floors
- ☐ **Restore walls** to the original color. Please contact your leasing office for paint specifications. If more than one coat of paint is required due to color-painted walls, the wrong type of paint used, or resident damages, charges will be assessed at the contractor's rate.
- ☐ **Heat** must be left at 55 degrees during the winter months to avoid frozen pipes.

All keys, including any fobs or openers, must be turned into the Leasing Office by the close of the business day on your scheduled move-out date. If there are no physical keys to return, you must notify the Leasing Office in writing that you have vacated the apartment. If your office has a dropbox, you may place your keys in an envelope marked with your apartment number and drop the envelope in the office dropbox after hours. Keys in the dropbox at the time of opening the office are credited as the previous day. Additional rent and fees may be charged until the day the keys are returned.

If you have an online account, you will need to disable the recurring payments you have scheduled. Please make sure to disconnect any services that are applicable, including utilities, cable, internet, DISH, and contact the Post Office to provide your forwarding address.

These move-out procedures are designed to protect your interests as well as ours. Please review them carefully and discuss any questions you may have with the Leasing Office staff prior to your move-out. We have enjoyed serving you during your residency here. We wish you the best of luck in your move and your new home.

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments

1628173	11/2/2020	Apartment (inside my home)	Move-In Green Sheet: 1. Crack alongside living room window by the patio door. 2. Patio door is difficult to open/close resident stated she has to push the door up in order to shut it 3. Bathroom is missing toilet paper holder 4. Guest bedroom blinds are not cut to size. (Doesn't sit on window sill properly) 5. Tile in kitchen was cut too small and there's a tiny crack (see if we can caulk it)	Work Completed	11/25/2020	Tonya Ellington	

Moved in on 10/29/2020
Unit NOT properly inspected before leasing!!!

Lefted AS is!!!

Completed by fixer new completed 7/7/22

Added

never fix or replaced

NOT completed ticket
Closed out!!!

Text Us

Contact Us

Exhibit 4

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
1640090	11/12/2020	Apartment (inside my home)	I just woke up to find water coming from the washing machine which has caused water to flood from the w/d room into the living room. Also yesterday's picture of my ceiling in the living room is included.	Work Completed	11/12/2020	Tonya Ellington	WorkOrder_1640090_1_image.jpg (/residentservices/ResidentuploadDocMap=OTA3NDAXNw%3d%3d-w1EI9HccYxM%3d&requesttype=UploadI g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d WorkOrder_1640090_2_image.jpg (/residentservices/ResidentuploadDocMap=OTA3NDAXOA%3d%3d-oo2Ri0Ub2Y8%3d&requesttype=UploadI g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d WorkOrder_1640090_3_image.jpg (/residentservices/ResidentuploadDocMap=OTA3NDAYMA%3d%3d-3b5fmqrCrEs%3d&requesttype=UploadD g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d WorkOrder_1640090_4_image.jpg (/residentservices/ResidentuploadDocMap=OTA3NDAYMQ%3d%3d-U0guLtBuOAM%3d&requesttype=Upload g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d WorkOrder_1640090_5_image.jpg (/residentservices/ResidentuploadDocMap=OTA3NDAYMg%3d%3d-iiORDiu6v%2bY%3d&requesttype=Uploar g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d
1636093	11/9/2020	Apartment (inside my home)	jamming while locking	Work Completed	11/10/2020	Tonya Ellington	

**wasn't completed the w/m had to be replaced*

Contact Us

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
1674774	12/14/2020	Apartment (inside my home)	Good morning Emerald Creek staff, I hope everyone is in great health and spirits. My leaking ceiling as previously reported and repaired unfortunately hasn't been rectified. I just discovered less then ten minutes ago as I looked at the ceiling the water issue remains. I've attached two pictures I just captured as evidence. I'll be home for needed inspections.	Work Completed	12/14/2020	Tonya Ellington	WorkOrder_1674774_1_image.jp (/residentservices/Residentupl p=OTlwOTYwNg%3d%3d-xpe%2fxixddH8%3d&requestty g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_1674774_2_image.jp (/residentservices/Residentupl p=OTlwOTYwNw%3d%3d-h9pKLlBk%2b0Q%3d&requestt g0qv7Y4%2bxho%3d&sExt=Lm
1666531	12/7/2020	Apartment (inside my home)	Bathroom toilet isn't wanting to fill up correctly, she wants you to check guest bathroom as well.	Work Completed	12/14/2020	Tonya Ellington	

*NOT
Repaired*

*Toilet
in master bdrm*

Text Us

Contact Us

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
1682559	12/21/2020	Apartment (inside my home)	Greetings Emerald Creek Staff, I hope each of you are in great spirits and health. This morning as I was placing my bedding cover into the dryer lint flew from behind the dryer. I look on the side and discovered the dryer vent flexible pipe is broken from the dryer vent outlet. I did wonder why the room would be heated from drying but didn't connect the dots. A picture is attached. Also attached you will find the same garbage that's been settling for the past three weeks. I've mentioned this about three weeks ago but apparently it went unnoticed which is very unpleasant to see when coming/leaving our	Work Completed	12/22/2020	Tonya Ellington	WorkOrder_1682559_1_image.jpg (/residentservices/Residentupload=OTI0MDk3OQ%3d%3d-9GTrDsMbkMQ%3d&requesttypg0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_1682559_2_image.jpg (/residentservices/Residentupload=OTI0MDk4NQ%3d%3d-qk9NIGEDGsU%3d&requesttypg0qv7Y4%2bxho%3d&sExt=Lm

DRYER
 duct
 broken
 +
 Garbage in
 corner for
 3 weeks

Text Us

Contact Us

Request

#

Requested Category

Description

Status

Date

Completed Originator Attachments

1682559

12/21/20
continued

new apartment. I
got the December
newsletter about
the dog owners,
smoking issues
however seeing this
same garbage
doesn't fit the
anticipated quality
of the community.
Also Jamie came by
yesterday to check
on the status
regarding the
leaking ceiling. So
far no leaks from
the last rainy
weather appeared.
The ceiling needs to
be repainted as the
evidence from the
leak is showing. I
will be home all day
tomorrow. Access
will be available
then and when I'm
home. As always
thank you in
advance for your
assistance and time.
Respect Given
Always, Miss Tonya
Ellington

Text Us

Contact Us

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2262413	4/25/2022	Apartment (outside my home)	Repair ceiling from roof leak	Work Completed	4/28/2022	Tonya Ellington	
2049142	10/19/2021	Apartment (inside my home)	Corridor/breezeway lighting are out	Work Completed	10/21/2021	Tonya Ellington	
* 1911447	7/1/2021	Heating and Cooling	Filter replacement	Work Completed	7/2/2021	Tonya Ellington	
1802814	4/8/2021	Apartment (inside my home)	Laundry room: Resident e-mailed, stated washing machine not spinning.	Work Completed	4/22/2021	Tonya Ellington	
1722082	1/28/2021	Apartment (outside my home)	Patio Door will not close from the outside. It is not latching. This is a duplicate because the first time you guys adjusted the door but it seemed to not fix the issue the resident stated. Resident also has a crack in her wall. I forwarded the email and picture to Richard.	Work Completed	2/2/2021	Tonya Ellington	
1709053	1/16/2021	Apartment (inside my home)	Resident said the knob is not latching and hooking in. Not closing from the outside and staying shut.	Work Completed	1/18/2021	Tonya Ellington	
1682559	12/21/2020	Apartment (inside my home)	Greetings Emerald Creek Staff, I hope each of you are in	Work Completed	12/22/2020	Tonya Ellington	

1st Reported on 3/16/22
never repaired correctly for
initial call 12/14/2020

No filter was ever installed
from construction - Apt was not
inspected violation - I was breathing all
particles which
made me sick
I thank E
was allayer
to my Apt
9 months

Patio door
NEVER
fixed
Brian fixed
it

Text Us

Contact Us

Patio
door

DRYER



Request

#

Requested

Category

Description

Status

Date

Completed

Originator

Attachments

1682559

12/21/20

health. This morning as I was placing my bedding cover into the dryer lint flew from behind the dryer. I look on the side and discovered the dryer vent flexible pipe is broken from the dryer vent outlet. I did wonder why the room would be heated from drying but didn't connect the dots. A picture is attached. Also attached you will find the same garbage that's been settling for the past three weeks. I've mentioned this about three weeks ago but apparently it went unnoticed which is very unpleasant to see when coming/leaving our new apartment. I got the December newsletter about the dog owners, smoking issues however seeing this same garbage doesn't fit the anticipated quality of the community. Also Jamie came by yesterday to check

WorkOrder_1682559_2_image.jpg
(/residentservices/Residentuploa
qk9NIGEDGsU%3d&requesttype=
g0qv7Y4%2bxho%3d&sExt=Lmpv

Dryer
Hose off
Broke off
will connect

Text Us

Contact Us

1st time reporting
12/21/20
Leaking
ceiling

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
1682559			regarding the leaking ceiling. So far no leaks from the last rainy weather appeared. The ceiling needs to be repainted as the evidence from the leak is showing. I will be home all day tomorrow. Access will be available then and when I'm home. As always thank you in advance for your assistance and time. Respect Given Always, Miss Tonya Ellington		12/21/2020		

Text Us

Contact Us

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
1802814	4/8/2021	Apartment (inside my home)	Laundry room: Resident e-mailed, stated washing machine not spinning.	Work Completed	4/22/2021	Tonya Ellington	4313 w-o.pdf (/residentservice p=OTc00DAzNQ%3d%3d-nGcDm%2fx%2beAo%3d&requ. g0qv7Y4%2bxho%3d&sExt=Lm
				Washing machine issues replaced on 4/22/21			
1722082	1/28/2021	Apartment (outside my home)	Patio Door will not close from the outside. It is not latching. This is a duplicate because the first time you guys adjusted the door but it seemed to not fix the issue the resident stated. Resident also has a crack in her wall. I forwarded the email and picture to Richard.	Work Completed	2/2/2021	Tonya Ellington	
				Patio door never fixed until Brian 7/11/22			
1709053	1/16/2021	Apartment (inside my home)	Resident said the knob is not latching and hooking in. Not closing from the outside and staying shut.	Work Completed	1/18/2021	Tonya Ellington	
				NOT Fixed			

Text Us

Ticket were being closed/ completed when repairs weren't completed.

Contact Us

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2381093	7/20/2022	Apartment (inside my home)	do not service until on/after 7/26: Previous ceiling leak, resident things it may be starting to leak again and same area they repaired is showing signs of crack and possible moisture. Resident will be back 7/26 or after, please call first. Also change furnace filter.	Work Completed	8/19/2022	Tonya Ellington	NOT completed - last visit after dried still wasn't done properly. They claimed the ceiling (entire) would need to be repainted. I declined as they stressed me beyond my limitations. Excessive Access to my unit!!! Abusive
2362881	7/7/2022	Apartment (outside my home)	Water is leaking/seeping under door.	Work Completed	8/12/2022	Tonya Ellington	Compromised my peace and enjoyment as a resident
2262413	4/25/2022	Apartment (outside my home)	Repair ceiling from roof leak	Work Completed	4/28/2022	Tonya Ellington	NOT COMPLETED LIES
2049142	10/19/2021	Apartment (inside my home)	Corridor/breezeway lighting are out	Work Completed	10/21/2021	Tonya Ellington	Text Us light out in corridor - could have been robbed.
1911447	7/1/2021	Heating and Cooling	Filter replacement	Work Completed	7/2/2021	Tonya Ellington	

maintenance discovered during visit no A/C filter had been installed.
 I had been living w/ respiratory allergies from 10/29/20 until 7/2/21
 my health was compromised

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2381083	7/20/2022	Apartment (Inside my home)	do not service until on/after 7/26: Previous ceiling leak, resident things it may be starting to leak again and same area they repaired is showing signs of crack and possible moisture. Resident will be back 7/26 or after, please call first. Also change furnace filter.	Work Completed	8/19/2022	Tonya Ellington	
* 2362881	7/7/2022	Apartment (outside my home)	Water is leaking/seeping under door.	Work Completed	8/12/2022	Tonya Ellington	

Showing 1 to 10 of 23 entries

Claimed to have been fixed by construction. NOT!!! Brian came and completed repair and haven't had an issue since

← Previous 1 2 3 Next →

Text Us

ADDRESS

Emerald Creek Apartments | 301 Fairforest Way Greenville, SC 29607 |

(<https://www.google.com/maps/place/Emerald+Creek+Apartments/@34.7970068,-82.3447668,15z/data=!4m5!3m4!1s0x0:0x6ac020c54a041096!8m2!3d34.7970068!4d-82.3447668>) (864) 214-2105 (tel:(864) 214-2105)

Contact Us

② 6/24/23

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2977816	6/24/23		I forget to mention the light fixture with bugs still hasn't been cleaned. As well as no pressure washing on building since last May 2022. Only broken promises. Spiderwebs remain throughout the corridor and stairs handles.				(/residentservices/ResidentuploadDocManager.ashx:4M2clAdbgNo%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_17_image.jpg (/residentservices/ResidentuploadDocManager.ashx:GTP7o2yz7v4%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_18_image.jpg (/residentservices/ResidentuploadDocManager.ashx:9EltwI97O9M%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_19_image.jpg (/residentservices/ResidentuploadDocManager.ashx:At%2bZnH061bY%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_20_image.jpg (/residentservices/ResidentuploadDocManager.ashx:OV5ZPW5LzxI%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_21_image.jpg (/residentservices/ResidentuploadDocManager.ashx:2YzWAJ4YVsE%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2977816_22_image.jpg (/residentservices/ResidentuploadDocManager.ashx:%2bKMYKLaNGSE%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6
2932543	5/24/2023	Apartment (outside my home)	Attached are photos I caught heading out earlier today. As promised I'm emailing them to Reed. I also caught it in action but it flew away. ??	Work Completed	5/26/2023	Tonya Ellington	WorkOrder_2932543_1_image.jpg (/residentservices/ResidentuploadDocManager.ashx:%2fmCXUWh4YFk%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2932543_2_image.jpg (/residentservices/ResidentuploadDocManager.ashx:vW6P2GdJn6k%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2932543_3_image.jpg (/residentservices/ResidentuploadDocManager.ashx:DHeyekX674A%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6WorkOrder_2932543_4_image.jpg (/residentservices/ResidentuploadDocManager.ashx:KR2WV0xUhts%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6

Contact Us

①

Request

#	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2908321	5/8/2023	Apartment (inside my home)	Greetings EC Maintenance Crew, my master bedroom toilet fill valve (fluid master) is not working properly. When I flush the water is not filling properly. I've opened the lid and discovered when I touch the fill valve it then continues to fill the tank as needed.	Work Completed	5/8/2023	Tonya Ellington	
			<i>Brian fixed toilet fill valve master bedroom</i>				
2829671	3/14/2023	Heating and Cooling	HVAC	Work Completed	3/16/2023	Tonya Ellington	Complete preventive maintenance upon my Rtn from Doctor APT in NYC - Brian completed balcony door was checked for the first time.
2649407	1/5/2023	Apartment (outside my home)	Resident came in and stated that the corridor has not been clean in a while and it is starting to look dirty	Work Completed	1/6/2023	Tonya Ellington	Corridor not cleaned properly -

Text Us

Contact Us

Request #	Requested	Category	Description	Status	Completed	Originator	Attachments
2977816	6/24/2023	Apartment (outside my home)	This is an extension of my already complaint of my 3rd not being cleaned. Along with the bird poop from last week 6/15 to my return from errands on 6/23. Maintenance didn't come back as Reed requested during my returned office visit approximately 4:30 pm. Attached are pictures from 6/13 and 6/13 of the steps from 2nd floor to my 3rd floor. No excuses as this was deliberately done in malice. My official complaint/grievance will follow after I receive my renewal lease. Emerald Creek Apartments owned by Edward Rose & Sons has conducted bait and switch. I was sold on the promise made and the professionalism of my then 'Leasing' Rep. Allyson that my needs would surely exceed as a resident. Unfortunately, it hasn't and has caused emotional, mental and physical stress. I'm a disabled resident that seeks a safe and peaceful environment to assist with my on going chronic pain and dealings with my medical needs linked to my disability. Oh of which I've advised and feel on deaf ears. Hopefully ears will hear and eyes will see upon receipt of my	Work Complete	7/7/2023	Tonya Ellington	WorkOrder_2977816_1_image.jpg (/residentservices/ResidentuploadDocManager.ashx:RZFFY3K5%2f%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_2_image.jpg (/residentservices/ResidentuploadDocManager.ashx:vg5NFEVZVJ8%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_3_image.jpg (/residentservices/ResidentuploadDocManager.ashx:t4PpySeLi8I%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_4_image.jpg (/residentservices/ResidentuploadDocManager.ashx:bj0Wkzts%2bwE%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_5_image.jpg (/residentservices/ResidentuploadDocManager.ashx:HZYebEtjMw0%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_6_image.jpg (/residentservices/ResidentuploadDocManager.ashx:rlWbYfBUFu4%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_7_image.jpg (/residentservices/ResidentuploadDocManager.ashx:PeZQMkjzSRk%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_8_image.jpg (/residentservices/ResidentuploadDocManager.ashx:k%2f4ZPPolBOY%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_9_image.jpg (/residentservices/ResidentuploadDocManager.ashx:AOLRDCjV6LU%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_10_image.jpg (/residentservices/ResidentuploadDocManager.ashx:PukNE68Ulp%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_11_image.jpg (/residentservices/ResidentuploadDocManager.ashx:61FftINbe6o%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_12_image.jpg (/residentservices/ResidentuploadDocManager.ashx:4SZJ8sNXf18%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_13_image.jpg (/residentservices/ResidentuploadDocManager.ashx:O3aMp86KGro%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_14_image.jpg (/residentservices/ResidentuploadDocManager.ashx:xCze9Y%2bY23A%3d&requesttype=UploadDocReview&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_2977816_15_image.jpg (/residentservices/ResidentuploadDocManager.ashx:%2bbb%2f6nWEoNA%3d&requesttype=UploadDocF&g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6

①

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2977816	6/24/2023	Apartment (outside my home)	This is an extension of my already complaint of my 3rd not being cleaned. Along with the bird poop from last week 6/15 to my return from errands on 6/23. Maintenance didn't come back as Reed requested during my returned office visit approximately 4:30 pm. Attached are pictures from 6/13 and 6/13 of the steps from 2nd floor to my 3rd floor. No excuses as this was deliberately done in malice. My official complaint/grievance will follow after I receive my renewal lease. Emerald Creek Apartments owned by Edward Rose & Sons has conducted bait and switch. I was sold on the promise made and the professionalism of my then Leasing Rep. Allyson that my needs would surely	Web		Tonya Ellington	WorkOrder_2977816_1_image.jpg (/residentservices/Residentupload/RZFFY3K5%2fil%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_2_image.jpg (/residentservices/Residentupload/vg5NFEVZVj8%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_3_image.jpg (/residentservices/Residentupload/t4PpySeLi8I%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_4_image.jpg (/residentservices/Residentupload/bj0Wkzts%2bwE%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_5_image.jpg (/residentservices/Residentupload/HZYebEtjMw0%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_6_image.jpg (/residentservices/Residentupload/rLWbYfBUFu4%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_7_image.jpg (/residentservices/Residentupload/PeZQMkjsSRk%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_8_image.jpg (/residentservices/Residentupload/k%2f4ZPPolBOY%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_9_image.jpg (/residentservices/Residentupload/A0LRDCjV6lU%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_10_image.jpg

* Now I'm being forced to not renew my lease due to how I have been treated, bait and switch of their marketing to renters, to not holding their employees accountable as well as my discoveries during my research these are their tactics & have been sued for discrimination!!!

① my last/final complaint no reply to this report.

Pictures + date + times to show unhealthy condition of bird poop + the smell was unethical
Maintenance Supervisor + Grandkeeper utilized tactics of intimidation, retaliation
PRM - notified Traci McCoubrey on 6/23/23!!!

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Request

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
2977816	6/24/2023	Continuation	exceed as a resident. Unfortunately, it hasn't and has caused emotional, mental and physical stress. I'm a disabled resident that seeks a safe and peaceful environment to assist with my on going chronic pain and dealings with my medical needs linked to my disability. Oh of which I've advised and feel on deaf ears. Hopefully ears will hear and eyes will see upon receipt of my grievance/complaint. I forget to mention the light fixture with bugs still hasn't been cleaned. As well as no pressure washing on building since last May 2022. Only broken promises. Spiderwebs remain throughout the	(2)			(/residentservices/Residentupl PukNE68Ulp%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_11_image.j (/residentservices/Residentupl 61FftINbe6o%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_12_image.j (/residentservices/Residentupl 4SZJ8sNXf18%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_13_image.j (/residentservices/Residentupl O3aMp86KGro%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_14_image.j (/residentservices/Residentupl xCze9Y%2bY23A%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_15_image.j (/residentservices/Residentupl %2bbb%2f6nWEoNA%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_16_image.j (/residentservices/Residentupl 4M2clAdbgNo%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_17_image.j (/residentservices/Residentupl GTP7o2yz7v4%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm WorkOrder_2977816_18_image.j (/residentservices/Residentupl 9EltwI970sM%3d&requesttype=g0qv7Y4%2bxho%3d&sExt=Lm

Text Us

Contact Us

Corrected July 2021
 was promised last July 2022 never happened

Request #	Requested	Category	Description	Status	Completed	Originator	Attachments
3000167 ≡	7/9/2023	Apartment (outside my home)	Part 1 This maintenance request is a notification of excessive bird poop, feathers and buds remaining in light fixtures, dirty stairwells and spiderwebs before and after the unprofessional power washing conducted on 6/30/23. Debris from the power washing were on my front door as well as sidings. Right after the power washing excessive birds' feces returned onto the fire extinguisher and ground. (Fire and Health Hazard) Corridor wasn't cleaned at all from 7/3 to 7/7/23 (weekend 7/8-7/9 forced to endure bird feces, smell and health hazards leaving and returning into my unit. This is clearly the continuation of retaliation against me. NO worries. This has been going on since my move in but escalated since last July 2022 after my complaint with Dana. No worries. Please know Emerald Creek and Edward Rose Assoc. Inc and entities continue to violation the South Carolina Code of Laws. After researching Edward Rose Assoc. Inc and entities, I've discovered this in the norm throughout their properties. As well as my health due to not removing and	Web		Tonya Ellington	

(bugs)

①
7/9/23

Text Us

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Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
3000167	7/9/23		feces properly and as needed. Again, Emerald Creek are in in violations. I've given grace after grace from the time, I entered my unit which wasn't inspected properly before leasing. This too is a violation. All photos will be sent in the next maintenance request as they need to be retrieved from my phone. Thank you for the experience of not affording me to LIVE BETTER as EC promoted.				

7/9/23

Text Us

Contact Us

Request #	Requested	Category	Description	Status	Completed	Originator	Attachments
3000177	7/9/2023	Apartment (outside my home)	Part 2 Attached are pictures of SC Code of Laws and birds feces and dirty corridor.	Web		Tonya Ellington	WorkOrder_3000177_1_image.jpg (/residentservices/ResidentuploadDocManager.ashx?jzq9KLdsFt0%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_2_image.jpg (/residentservices/ResidentuploadDocManager.ashx?fZ3VsCmEneE%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_3_image.jpg (/residentservices/ResidentuploadDocManager.ashx?uhZtEYrLStE%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_4_image.jpg (/residentservices/ResidentuploadDocManager.ashx?qW4zRfQy9n0%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_5_image.jpg (/residentservices/ResidentuploadDocManager.ashx?WT%2fc24GPjYs%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_6_image.jpg (/residentservices/ResidentuploadDocManager.ashx?sKUHEzBuyJ4%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_7_image.jpg (/residentservices/ResidentuploadDocManager.ashx?5M2yjl5V1cw%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_8_image.jpg (/residentservices/ResidentuploadDocManager.ashx?Y0SpVACqC8c%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_9_image.jpg (/residentservices/ResidentuploadDocManager.ashx?3crJlpLnE%2bo%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_10_image.jpg (/residentservices/ResidentuploadDocManager.ashx?QMb%2pfFnrHU%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_11_image.jpg (/residentservices/ResidentuploadDocManager.ashx?vecVYurxfKc%3d&requesttype=UploadDocReview&Fg0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_12_image.jpg (/residentservices/ResidentuploadDocManager.ashx?ub6NwKoQYPA%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_13_image.jpg (/residentservices/ResidentuploadDocManager.ashx?fuqQAwwZMoi%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_14_image.jpg (/residentservices/ResidentuploadDocManager.ashx?hRVcd%2bXEKV0%3d&requesttype=UploadDocReview&ig0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_15_image.jpg (/residentservices/ResidentuploadDocManager.ashx?yltafRFzWlo%3d&requesttype=UploadDocReview&P80qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6

7/9/23

Request #	Requested	Category	Description	Status	Date Completed	Originator	Attachments
3000177	7/9/23						(/residentservices/ResidentuploadDocManager.ash: IUGPSKzjqGg%3d&requesttype=UploadDocReview& g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_17_image.jpg (/residentservices/ResidentuploadDocManager.ash: zv0a3Le%2fuls%3d&requesttype=UploadDocReview g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_18_image.jpg (/residentservices/ResidentuploadDocManager.ash: yuC9vWR9mZA%3d&requesttype=UploadDocReview g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6 WorkOrder_3000177_19_image.jpg (/residentservices/ResidentuploadDocManager.ash: mghsa5zKMEw%3d&requesttype=UploadDocReview g0qv7Y4%2bxho%3d&sExt=LmpwZw%3d%3d-ZPH6

2
7/9/23

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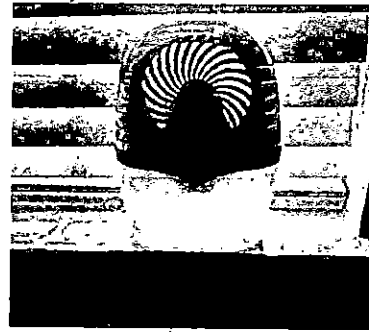
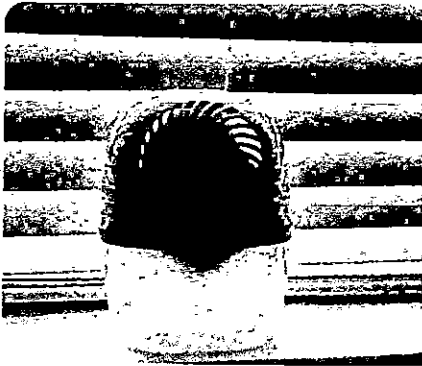
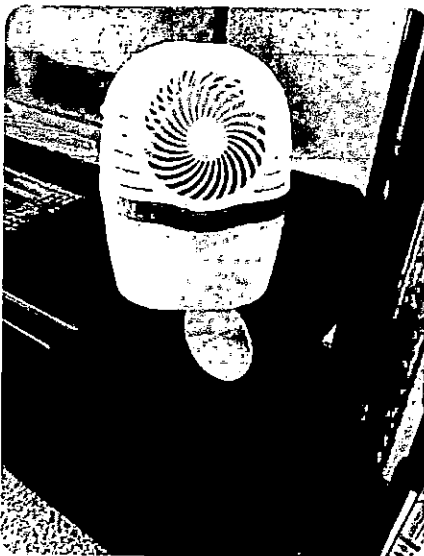


Exhibit 4

Tuesday • Jul 4, 2023 •
12:09 PM

Adjust

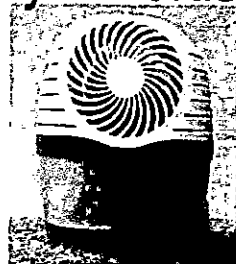
Unexpected out of pocket expenses due
to the negligence of Edward Rose
Associates Inc.



No filter in unit from my move in 10/29/20
until I inquired 7/1/21 filter changes. I
endured extensive respiratory distress
and allergies. I started buying and
replacing with my own filters.



Luxury Living and Live Better
are not what they promised but
falsely advertised.



Evidence of moisture throughout my unit.
I don't own any pets.



PIC•COLLAGE

Pictures of trash

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Wednesday, December 23, 2020 at 11:35 AM EST

The first and second picture were taken on 12/21/20 from the 1st floor.

The third picture was taken same day of the apartments to the right.

I went out on 12/22/20 and the trash was removed but leaves were still present. Not cleaned as the third picture.

I care about my living quarters. If I need to volunteer then I'm willing to do if necessary.

Thank you all for doing your best and taking my concerns in consideration.

Happy Holidays to each of you and your families.

Respect Given Always,
Miss Tonya Ellington I



image0.jpeg
129.9kB



image1.jpeg
106.2kB



image2.jpeg
118.9kB

Emails to
Cmndor
w/kept Alyson
+
Maintenance
Emerald Creek
wasnt aware
of Resident
Portal

Exhibit 4



1st Bedroom Wall Cracking Discovered

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Thursday, January 28, 2021 at 08:38 AM EST

Long crack
in wall
1st Bedroom
fixed
but didn't
fix the
door photo

Greetings EC Staff,

I hope and pray all is exceptionally well.

Just a few minutes ago as I walked in my 1st bedroom to open the blinds, I looked up and noticed a new long crack above the closet door. This wasn't like this when I moved in. I'm not sure what is going on.

Attached is a photo I just captured.

Respect Given Always,
Miss Tonya Ellington



image0.jpeg
46.6kB



Re: 1st Bedroom Wall Cracking Discovered

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Date: Thursday, January 28, 2021 at 09:23 AM EST

While their here they may as well fix the patio door too.

I have to throw away the wanting to come inside the house out the window now.

Thank you.

Respect Given Always,
Miss Tonya Ellington

On Jan 28, 2021, at 8:55 AM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Goodmorning Miss Ellington,

I will get with our team to assess this and get this fixed for you.

I hope you have a great rest of your week!

Thanks,

<ers100thanniversary1007917960k_1413a4ea-6fae-4b0c-9652-91c77d4fc343.jpg>

Alyson Kelley | Leasing Consultant, Laurel Woods Apartments
350 Fairforest Way | P.O. Box 2011
Greenville, SC 29607
Phone: (855) 998-6219 | Fax: (855) 998-6219

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Thursday, January 28, 2021 8:38 AM
To: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: 1st Bedroom Wall Cracking Discovered

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Greetings EC Staff,

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Attached is a photo I just captured.

<image0.jpeg>

Respect Given Always,
Miss Tonya Ellington

NOT Fixed
Fixed by
Brian on
7/7/22

Re: 1st Bedroom Wall Cracking Discovered

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com

Date: Thursday, January 28, 2021 at 09:23 AM EST

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I have to throw away the wanting to come inside the house out the window now.

Thank you.

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Miss Tonya Ellington

On Jan 28, 2021, at 8:55 AM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Goodmorning Miss Ellington,

I will get with our team to assess this and get this fixed for you.

I hope you have a great rest of your week!

Thanks,

Alyson Kelley |
Leasing
Consultant,
Laurel Woods
Apartments
350 Fairforest
Way | P.O. Box
2011
Greenville, SC
29607
Phone: (855)
998-6219 | Fax:
(855) 998-6219

<ers100thanniversary1007917960k_1413a4ea-6fae-4b0c-9652-91c77d4fc343.jpg>

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Thursday, January 28, 2021 8:38 AM

To: Emerald Creek <EmeraldCreek@edwardrose.com>

Subject: 1st Bedroom Wall Cracking Discovered

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Greetings EC Staff,

I hope and pray all is exceptionally well.

Just a few minutes ago as I walked in my 1st bedroom to open the

blinds, I looked up and noticed a new long crack above the closet door.
This wasn't like this when I moved in. I'm not sure what is going on.

Attached is a photo I just captured.

<image0.jpeg>

Respect Given Always,
Miss Tonya Ellington

Pictures of 4313 corridor

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Wednesday, February 24, 2021 at 10:22 AM EST

*Consider
up kept*

Greetings Emerald Creek Management,

Here are the pictures from our corridor. Started from third floor down to first floor. There's also broken glass on the first floor walkway to the apartments.

Respect Given Always,
Miss Tonya Ellington



image0.jpeg

130.7kB



image7.jpeg

131.7kB



image8.jpeg

135.8kB



image9.jpeg

118kB



image10.jpeg

120.9kB



image12.jpeg

114kB



image15.jpeg

121.4kB



image16.jpeg

129.3kB



image17.jpeg

104.5kB



image18.jpeg

104.1kB



image19.jpeg

115.5kB



image20.jpeg

127.9kB



Re: Washer Machine not washing clothes

From: Tonya E. (tonyae411@yahoo.com)

To: anisha_anderson@edwardrose.com

Date: Thursday, April 8, 2021 at 12:37 PM EDT

Anisha,

What's the status in the power washing of the building? The pictures I sent with a message should be attached to this email.

I just cleaned the railing on my floor and heading to the second floor.

I have bad allergies and the combination of the now pollen and piling of construction residue is definitely triggering my allergies.

I do utilize my air purifiers in the apartment.

Thank you in advance for your assistance and tenant care.

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 12:33 PM, Tonya E. <tonyae411@yahoo.com> wrote:

<image0.jpeg>

<image1.jpeg>

<image2.jpeg>



<image5.jpeg>

<image5.jpeg>

<image6.jpeg>

Respect Given Always,
Miss Tonya E.

On Apr 8, 2021, at 11:51 AM, Tonya E. <tonyae411@yahoo.com> wrote:

No

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 10:59 AM, Tonya E. <tonyae411@yahoo.com> wrote:

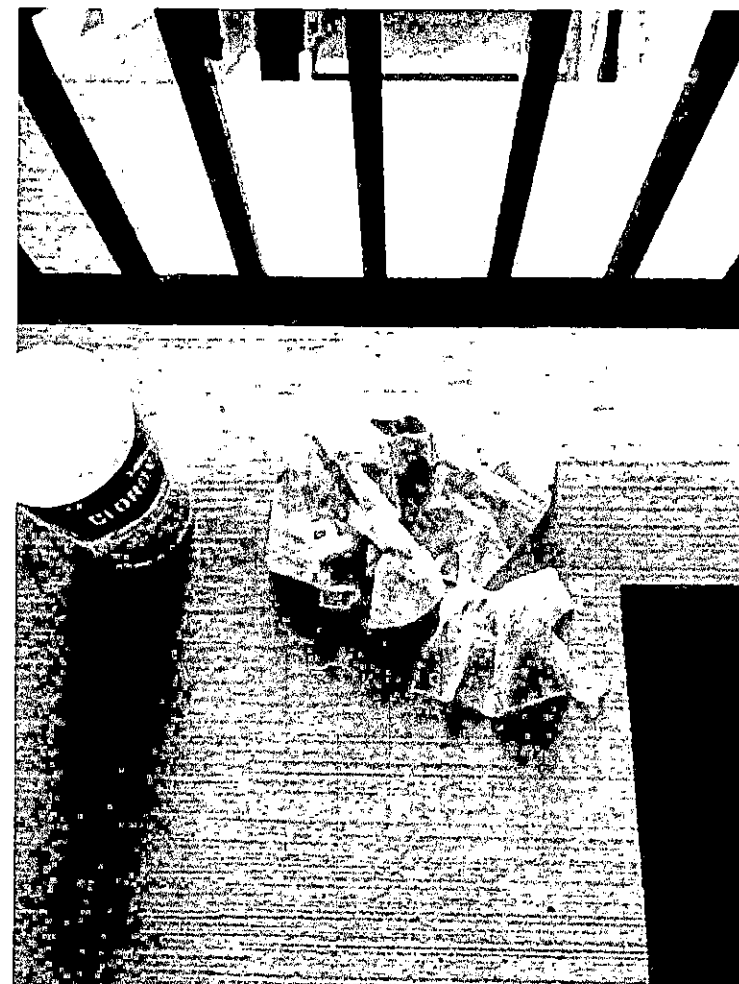
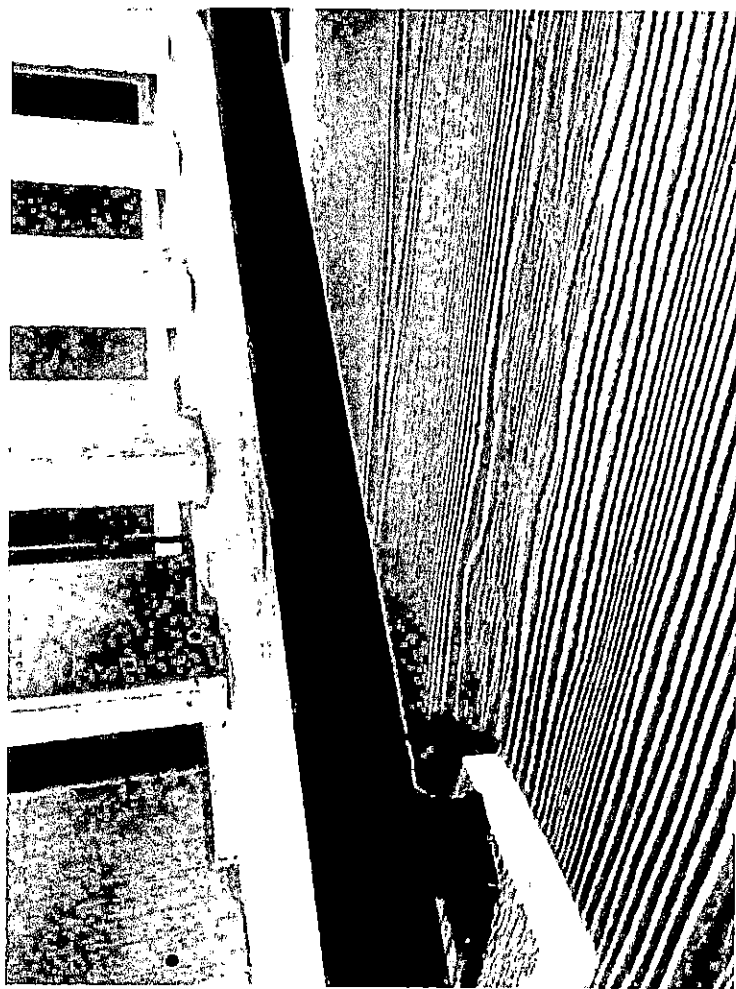
Re: Washer Machine not washing clothes

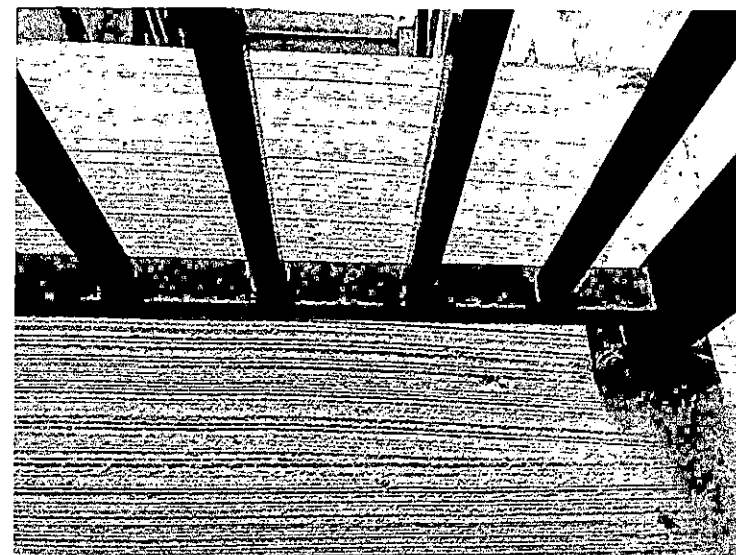
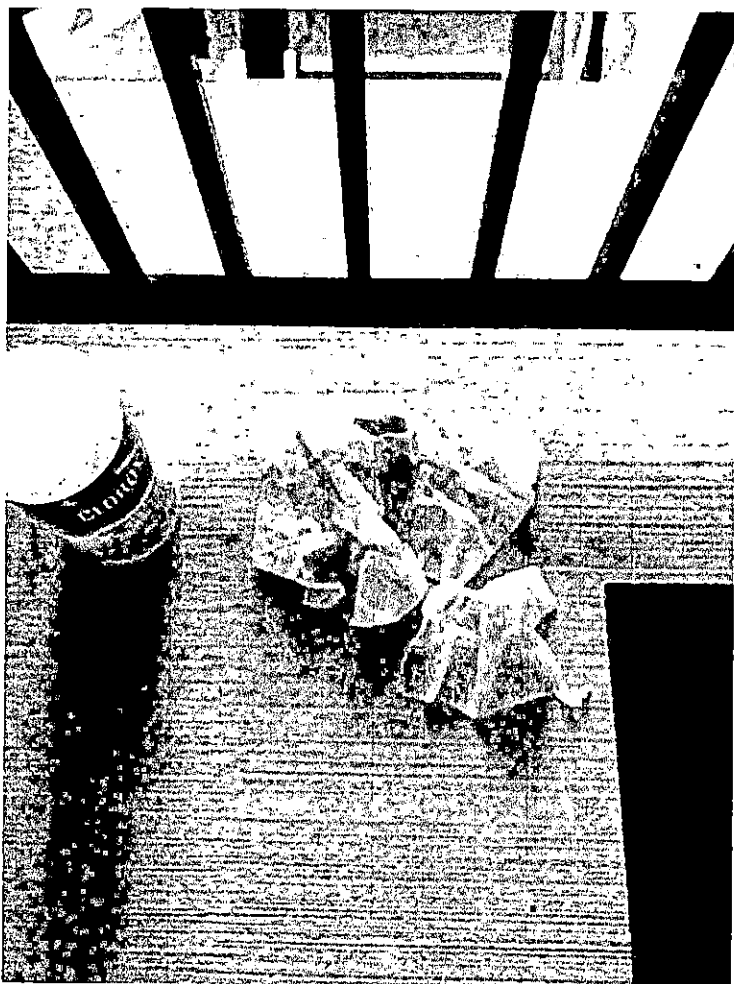
From: Tonya E. (tonyae411@yahoo.com)

To: anisha_anderson@edwardrose.com

Date: Thursday, April 8, 2021 at 12:33 PM EDT







Respect Given Always,
Miss Tonya E.

On Apr 8, 2021, at 11:51 AM, Tonya E. <tonyae411@yahoo.com> wrote:

No

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 10:59 AM, Tonya E. <tonyae411@yahoo.com> wrote:

Good morning Anisha,

Thank you dearly for your response.

Have a blessed day.

Respect Given Always,
Miss Tonya Ellington

Inquiring about Bldg Powerwash

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com

Date: Thursday, July 29, 2021 at 02:52 PM EDT

7/29/21
Consider
NOT Clean -
Request (Inquiry)
Power wash

Greetings Allyson,

I hope you, yours and the staff are in great health and spirits.

Um, what's the status of the power washing? I've cleaned in front of my door and the lower level of spiders, their webs and other debris settling on our floor.

Attached are pictures of what's now taken residency on the ceiling of our stairway.

Please let me know. Thank you.

Have a blessed and cool day.

Respect Given Always,
Miss Tonya Ellington

Re: Inquiring about Bldg Powerwash

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com

Date: Thursday, July 29, 2021 at 02:55 PM EDT

Darn it, I forgot to include the pictures.

Respect Given Always,
Miss Tonya E.

> On Jul 29, 2021, at 2:52 PM, Tonya E. <tonyae411@yahoo.com> wrote:

>

> Greetings Allyson,

>

> I hope you, yours and the staff are in great health and spirits.

>

> Um, what's the status of the power washing? I've cleaned in front of my door and the lower level of spiders, their webs and other debris settling on our floor.

>

> Attached are pictures of what's now taken residency on the ceiling of our stairway.

>

> Please let me know. Thank you.

>

> Have a blessed and cool day.

>

> Respect Given Always,

> Miss Tonya Ellington

 image0.jpeg
119.5kB

 image1.jpeg
114.9kB

 image2.jpeg
113.8kB





Re: Pictures left after bulbs changed

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com

Date: Thursday, October 21, 2021 at 01:50 PM EDT

10/21/21

Consider
up/kept

Alyson,

Here's other pictures of our right now conditions. Again, the first floors are being cared for but the 2nd and 3rd floors are neglected.

Thank you again for your assistance and tenant care.

Respect Given Always,
Miss Tonya Ellington

> On Oct 21, 2021, at 1:35 PM, Tonya E. <tonyae411@yahoo.com> wrote:

>

> This is unacceptable....

>

> Respect Given Always,

> Miss Tonya Ellington

> <image0.jpeg>

> and

> <image3.jpeg>

> <image2.jpeg>

Never addressed



image0.jpeg
92.6kB



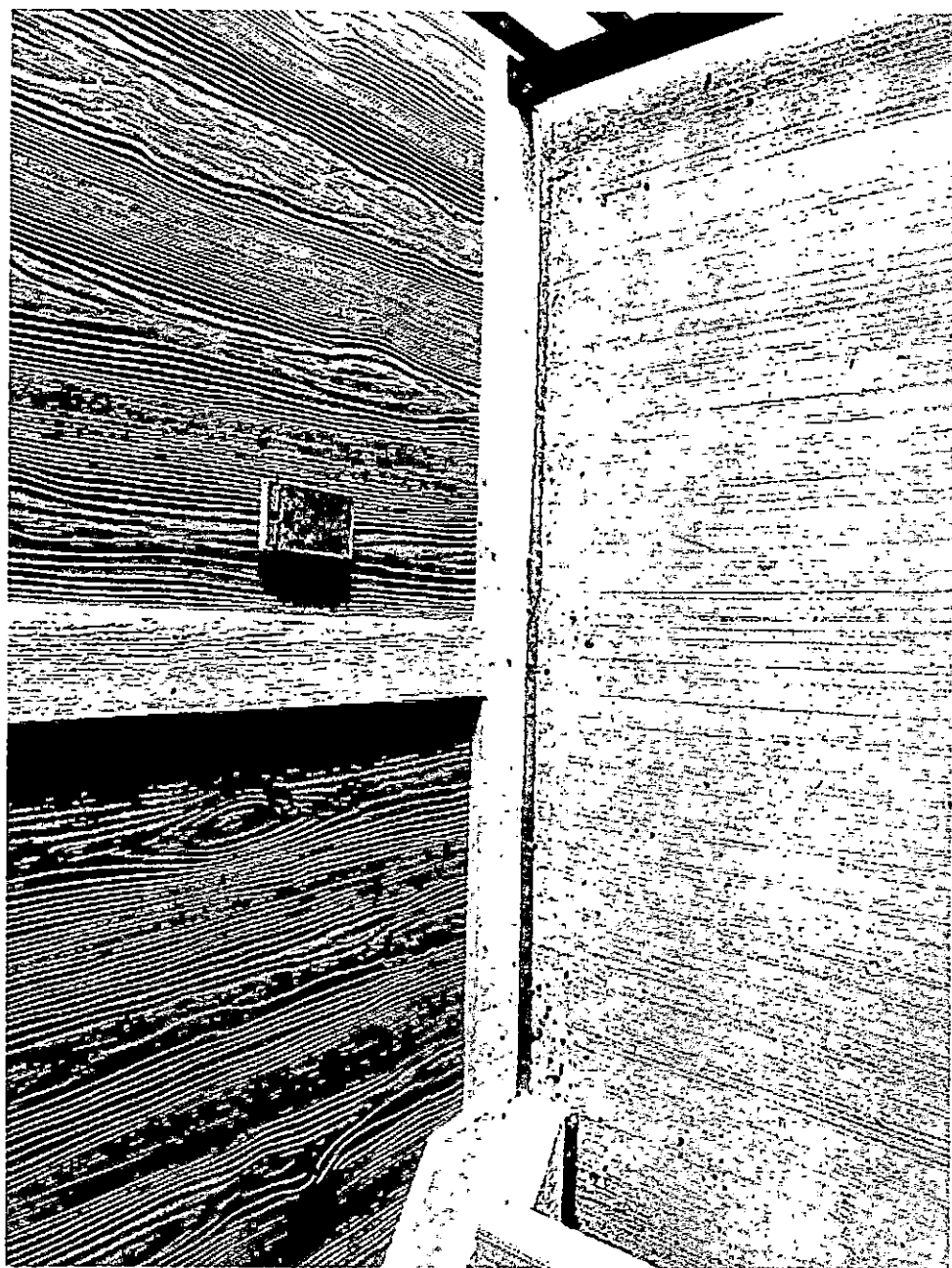
image3.jpeg
157.7kB

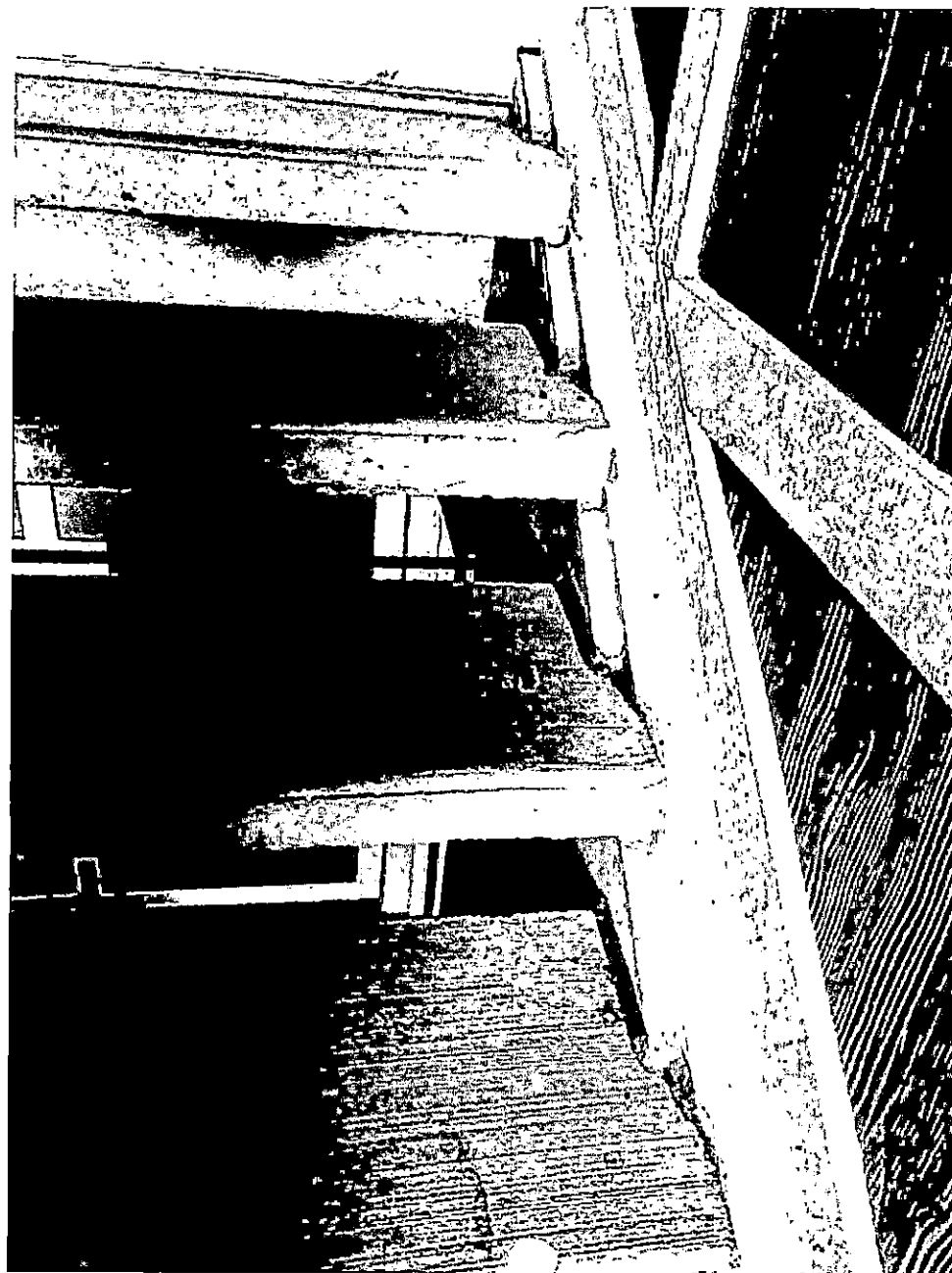


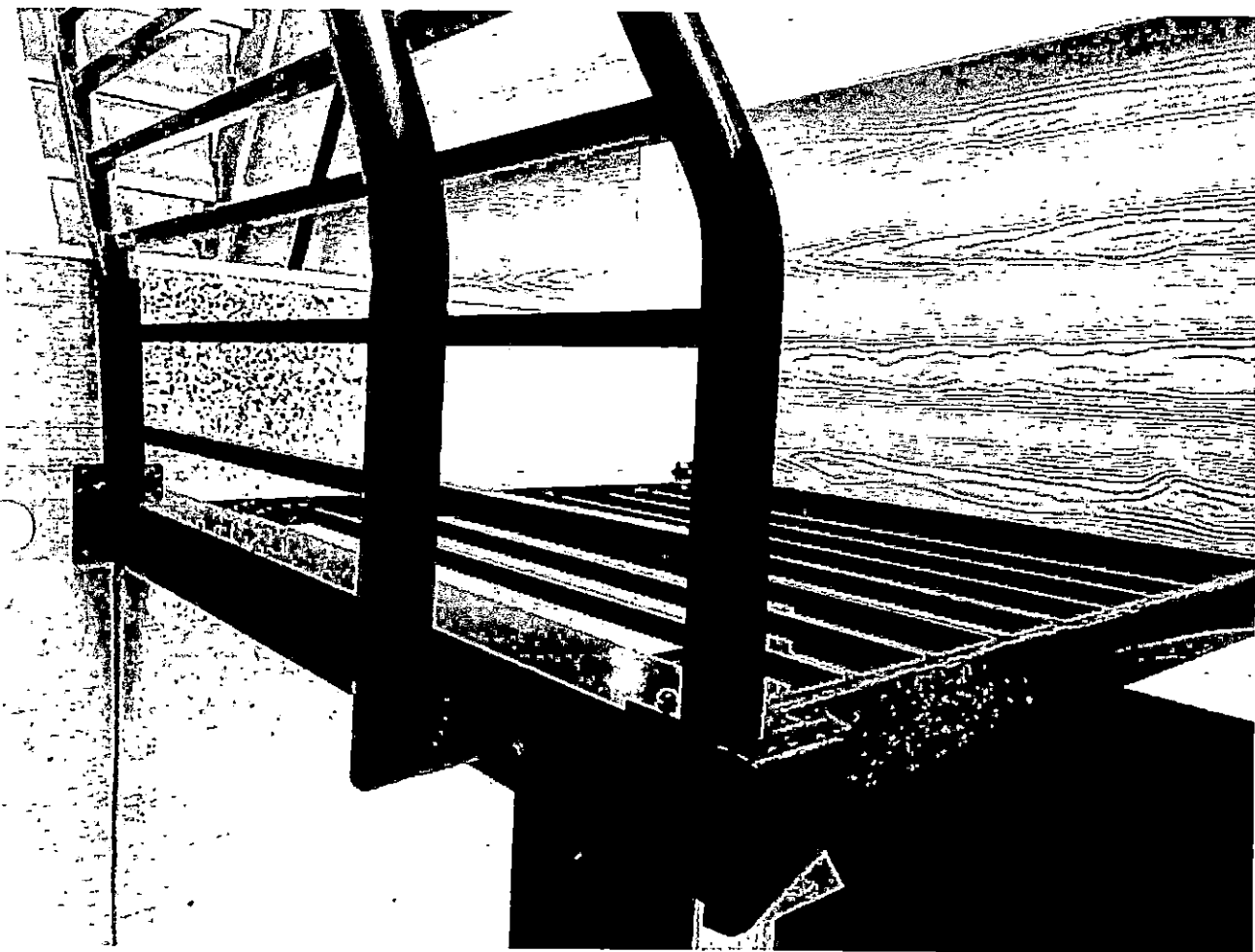
image4.jpeg
150.3kB



image2.jpeg
112.4kB





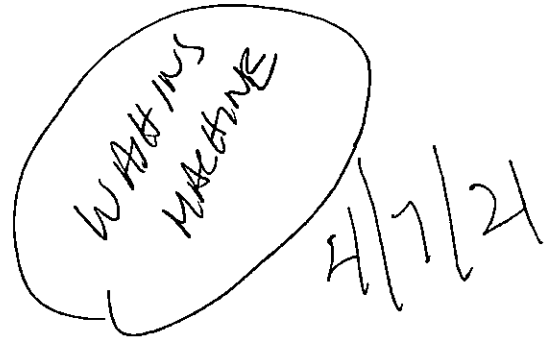


Washer Machine not washing clothes

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Wednesday, April 7, 2021 at 06:18 PM EDT



Greetings Emerald Creek Staff

I hope and pray each of you are in great health and spirits.

My washer machine is not spinning. I've attached the sound it's making during the washing cycles.

Respect Given Always,
Miss Tonya Ellington



Video.mov
6MB

Good morning Anisha,

Thank you dearly for your response.

Have a blessed day.

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 8:59 AM, Anisha Anderson <Anisha_Anderson@edwardrose.com> wrote:

Quick question,

Are you or any member of your home experiencing any symptoms of COVID-19?

<ers100thanniversaryign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

Anisha Anderson | Associate Property Manager, Laurel Woods/Emerald Creek Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, April 7, 2021 6:18 PM
To: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Washer Machine not washing clothes

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Greetings Emerald Creek Staff

I hope and pray each of you are in great health and spirits.

My washer machine is not spinning. I've attached the sound it's making during the washing cycles.

Respect Given Always,
Miss Tonya Ellington

Re: Washer Machine not washing clothes

From: Tonya E. (tonyae411@yahoo.com)
To: anisha_anderson@edwardrose.com
Cc: dominique_harvey@edwardrose.com
Date: Friday, April 9, 2021 at 09:02 AM EDT

Good morning Anisha,

I hope you and the staff are in great health and spirits.

This email is to inform you no one came out yesterday nor contacted me to inform me of the status.

Will someone bring coming out this morning?

I have changed my schedule around to present as I prefer to being present during the maintenance work.

Thank you in advance for your response and assistance.

If I need to speak directly to corporate then let me know as well. I'm sure these products are still under warranty.

Have a blessed day.

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 12:51 PM, Tonya E. <tonyae411@yahoo.com> wrote:

Anisha,

Thank you again for your response.

Have a blessed day.

Respect Given Always,
Miss Tonya Ellington

On Apr 8, 2021, at 12:44 PM, Anisha Anderson
<Anisha_Anderson@edwardrose.com> wrote:

Good Afternoon Ms. Tonya!

I will follow up with our maintenance staff to see if/when we can schedule a power wash. We are limited in staffing so if you could bear with us, we would appreciate it!

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

**Anisha Anderson | Associate
Property Manager, Laurel
Woods/Emerald Creek
Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax:
(864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Thursday, April 8, 2021 12:37 PM

To: Anisha Anderson <Anisha_Anderson@edwardrose.com>
Subject: Re: Washer Machine not washing clothes

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Anisha,

What's the status in the power washing of the building? The pictures I sent with a message should be attached to this email.

I just cleaned the railing on my floor and heading to the second floor.

I have bad allergies and the combination of the now pollen and piling of construction residue is definitely triggering my allergies.

I do utilize my air purifiers in the apartment.

Thank you in advance for your assistance and tenant care.

Respect Given Always,

Miss Tonya Ellington

On Apr 8, 2021, at 12:33 PM, Tonya E. <tonyae411@yahoo.com> wrote:

<image0.jpeg>

<image1.jpeg>

<image2.jpeg>

<image5.jpeg>

<image5.jpeg>

<image6.jpeg>

Respect Given Always,

Miss Tonya E.

On Apr 8, 2021, at 11:51 AM, Tonya E. <tonyae411@yahoo.com> wrote:

No

Respect Given Always,

Miss Tonya Ellington

On Apr 8, 2021, at 10:59 AM, Tonya E. <tonyae411@yahoo.com> wrote:

Good morning Anisha,

Thank you dearly for your response.

Have a blessed day.

Respect Given Always,

Miss Tonya Ellington

On Apr 8, 2021, at 8:59 AM, Anisha Anderson
<Anisha_Anderson@edwardrose.com> wrote:

Quick question,

Are you or any member of your home experiencing any
symptoms of COVID-19?

<ers100thanniversarysign_1a3d5bd9-
9cbb-4177-9950-a0e4c7dfd345.jpg> **Anisha
Anderson |
Associate
Property
Manager,
Laurel
Woods/Emerald
Creek**

Apartments
350 Fairforest
Way
Greenville, SC
29607
Phone: (864)
288-7073 | Fax:
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From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, April 7, 2021 6:18 PM
To: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Washer Machine not washing clothes

CAUTION - EXTERNAL EMAIL
Do not click any links or open attachments unless you are certain they are safe.

Greetings Emerald Creek Staff

I hope and pray each of you are in great health and spirits.

My washer machine is not spinning. I've attached the sound it's making during the washing cycles.

Respect Given Always,
Miss Tonya Ellington

Re: Inquiry on replacement washer machine

From: Tonya E. (tonyae411@yahoo.com)

To: dominique_harvey@edwardrose.com

Cc: emeraldcreek@edwardrose.com

Date: Wednesday, April 14, 2021 at 02:28 PM EDT

Greetings Dominique,

Thank you.

Respect Given Always,
Miss Tonya Ellington

On Apr 14, 2021, at 1:42 PM, Dominique Harvey
<Dominique_Harvey@edwardrose.com> wrote:

Hello Good Afternoon Tonya,

We are contacting GE regarding your washing machine, once the appointment is scheduled we will contact you with further information.

Thank You,

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

Dominique Harvey | Property Manager, Laurel Woods/Emerald Creek Apartments

350 Fairforest Way

Greenville, SC 29607

Phone: (864) 288-7073 | Fax: (864) 288-7068

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-----Original Message-----

From: Tonya E. <tonyae411@yahoo.com>

Sent: Wednesday, April 14, 2021 1:09 PM

To: Emerald Creek <EmeraldCreek@edwardrose.com>

Subject: Inquiry on replacement washer machine

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Greetings Emerald Creek Staff,

I hope and pray each of you are in great health and spirits.

I'm inquiring of the status of the washer machine replacement. Please let me know so I can plan my schedule accordingly.

Thank you in advance for your assistance.

Respect Given Always,
Miss Tonya Ellington #4313

Inquiry on replacement washer machine

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Wednesday, April 14, 2021 at 01:08 PM EDT

Washing
machine not
working
1st reported
4/7/21

Greetings Emerald Creek Staff,

I hope and pray each of you are in great health and spirits.

I'm inquiring of the status of the washer machine replacement. Please let me know so I can plan my schedule accordingly.

Thank you in advance for your assistance.

Respect Given Always,
Miss Tonya Ellington #4313

RE: Inquiry on replacement washer machine

From: Dominique Harvey (dominique_harvey@edwardrose.com)

To: tonyae411@yahoo.com; emeraldcreek@edwardrose.com

Date: Wednesday, April 14, 2021 at 01:42 PM EDT

WASHER
MACHINE
STOPPED
WORKING
Submit email
4/17/21 @ 6:18pm

Hello Good Afternoon Tonya,

We are contacting GE regarding your washing machine, once the appointment is scheduled we will contact you with further information.

Thank You,



Dominique Harvey | Property Manager, Laurel Woods/Emerald Creek Apartments

350 Fairforest Way
Greenville, SC 29607

Phone: (864) 288-7073 | Fax: (864) 288-7068

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-----Original Message-----

From: Tonya E. <tonyae411@yahoo.com>

Sent: Wednesday, April 14, 2021 1:09 PM

To: Emerald Creek <EmeraldCreek@edwardrose.com>

Subject: Inquiry on replacement washer machine

CAUTION - EXTERNAL EMAIL

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Greetings Emerald Creek Staff,

I hope and pray each of you are in great health and spirits.

I'm inquiring of the status of the washer machine replacement. Please let me know so I can plan my schedule accordingly.

Thank you in advance for your assistance.

Respect Given Always,
Miss Tonya Ellington #4313

RE: GE Washing Machine Replacement

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Cc: emerald creek@edwardrose.com

Date: Wednesday, April 28, 2021 at 04:41 PM EDT

Yes mam, we are being very proactive in making Emerald Creek great again!

We are so happy that you are taken care of, let us know if you ever need anything ☺



**Alyson Kelley | Leasing
Specialist, Laurel Woods
Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax:
(864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Wednesday, April 28, 2021 4:02 PM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Cc: Emerald Creek <EmeraldCreek@edwardrose.com>

Subject: Re: GE Washing Machine Replacement

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Hey Beautiful Allyson,

I'll drop it off tomorrow on my way out. I called yesterday and earlier today to thank you and the maintenance team for handling my matter. Please know I truly appreciate each of you for resolving my matter.

You and the maintenance team gave me hope that things will get better in time.

See you tomorrow.

Respect Given Always,

Miss Tonya Ellington

On Apr 28, 2021, at 3:46 PM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Whichever works best for you!

I hope you are having a FABULOUS WEEK!!!

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

**Alyson
Kelley |
Leasing
Specialist,
Laurel
Woods
Apartments**

350
Fairforest
Way
Greenville,
SC 29607
Phone:
(864) 288-
7073 | Fax:
(864) 288-
7068

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-----Original Message-----

From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, April 28, 2021 3:13 PM
To: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: GE Washing Machine Replacement

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and blessings Staff,

I hope and pray each of you are in great health and spirits.

I just received the delivery from GE for the replacement part needed for my old machine.

I have to go out tomorrow, do you want me to drop it off at the office or will someone pick it up? Please let me know.

Thank you all again for everything.

Have a blessed, safe and pleasant evening.

Respect Given Always,
Miss Tonya Ellington

Hoses left in front of building

From: Tonya E. (tonyae411@yahoo.com)
To: emeraldcreek@edwardrose.com
Date: Monday, May 17, 2021 at 11:58 AM EDT

Hose left
by construction

Greetings Emerald Creek Staff,

Attached are photos of the hose left in front of the building.

This is an accident awaiting to happen. I went out yesterday and it was in the same position.

This is reckless and careless in the construction part. It's becoming less desirable of being a tenant here. 🙄

Respect Given Always,
Miss Tonya Ellington



image0.jpeg
143.9kB



image1.jpeg
147.9kB



image3.jpeg
116kB



image3.jpeg
116kB

Re: Hoses left in front of building

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Cc: emerald creek@edwardrose.com
Date: Wednesday, May 19, 2021 at 09:57 AM EDT

Good morning Alyson,

I hope all is exceptionally well with you and the staff.

Okay, thank you. Have a blessed day. *

Respect Given Always,
Miss Tonya Ellington

On May 19, 2021, at 8:01 AM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

No mam,

Yours should be completed on Thursday for your building. We will be sending you a notice today letting yo

Thanks,

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

**Alyson Kelley | Leasing Specialist, L
Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 28

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Tuesday, May 18, 2021 5:30 PM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Cc: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Re: Hoses left in front of building

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe

Alyson,

5/19/21
Alyson

Um, I'm confused!!!

I just got an email saying Congratulations on the upgrade but nobody came out.

Was this upgrade done internally through the office?

Respect Given Always,
Miss Tonya Ellington

On May 18, 2021, at 10:35 AM, Tonya E. <tonyae411@yahoo.com> wrote:

Alyson,

Thank you. *

Respect Given Always,
Miss Tonya Ellington

On May 18, 2021, at 9:13 AM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Good morning Miss Ellington,

As it gets warmer, we will be permitted to pressure wash. As the time comes, we will ensure update residents on a date and time this will be done.

As far as the smart lock change out, I have attached a Notice to enter statement that thoroughly explains this process.

Thank you for being so kind,

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

**Alyson Kelley | Leasing
Specialist, Laurel Woods
Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864)
288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Tuesday, May 18, 2021 8:42 AM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Cc: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Re: Hoses left in front of building

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.
Good morning Alyson,

I hope and pray you and the entire staff are in great health and spirits.

I forgot to ask, what's the status on the power washing of the entire building?

I received the email of the access into the apartment for an upgrade to the Smart Rent but what's being upgraded?

I'm not into all this new technologies however will this be an ongoing procedure?

Thank you as always for your replies and tenant care. I'll say this again, I moved here because of your welcoming and professional manners. Thank you for doing all that you do. It's appreciated and not taken for granted.

Have a blessed day.

Respect Given Always,
Miss Tonya Ellington

On May 17, 2021, at 2:00 PM, Tonya E. <tonya411@yahoo.com> wrote:

Alyson,

Thank you again.

They were paving the grounds near the clubhouse on Friday or Saturday. I can't remember which day it was though.

Whoever it left it is reckless and careless.

Have a blessed, safe and healthy week.

Respect Given Always,
Miss Tonya Ellington

On May 17, 2021, at 1:29 PM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Tonya,

It seems like they may have been spraying off sidewalks or something and forgot to put it up??? Makes no sense to me, it could have also been a resident. Who knows, but I will get it picked up!

Thank you though for letting us know when issues arise, without you; we wouldn't know the issues the community faces for residents.

<ers100thanniversarysign_1a3d5bd9-9cbb-4177-9950-a0e4c7dfd345.jpg>

**Alyson Kelley |
Leasing
Specialist, Laurel
Woods
Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073
Fax: (864) 288-7068

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From: Tonya E. <tonya411@yahoo.com>
Sent: Monday, May 17, 2021 1:23 PM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Cc: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Re: Hoses left in front of building

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Alyson,

Thank you. This sort of display is showing lack of care for us tenants. Am I the only one in my division that cares about my living quarters?!

As always thank you for being you.

Respect Given Always,
Miss Tonya Ellington

On May 17, 2021, at 1:07 PM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Hello!

Thanks for sending this over ☺

I will follow up with our construction team and get
this issue addressed.

**Alyson
Kelley |
Leasing
Specialist,
Laurel
Woods
Apartments**

<ers100thanniversarysign_1a3d5bd9-
9cbb-4177-9950-a0e4c7dfd345.jpg>

350 Fairforest
Way
Greenville, SC
29607
Phone: (864)
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disclose it to others. Please notify the sender of the delivery error by
replying to this message and then delete it from your system. Thank
you.*

From: Tonya E. <tonyae411@yahoo.com>
Sent: Monday, May 17, 2021 11:59 AM
To: Emerald Creek <EmeraldCreek@edwardrose.com>
Subject: Hoses left in front of building

CAUTION - EXTERNAL EMAIL
Do not click any links or open attachments unless you
are certain they are safe.

Greetings Emerald Creek Staff,

Attached are photos of the hose left in front of the
building.

This is an accident awaiting to happen. I went out
yesterday and it was in the same position.

This is reckless and careless in the construction part.
It's becoming less desirable of being a tenant here.



<image001.jpg>

<image002.jpg>

<image003.jpg>

<image003.jpg>

Respect Given Always,
Miss Tonya Ellington

<Notice to Enter - Smart Rent Locks.docx>

Dog Feces in three locations

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Wednesday, May 26, 2021 at 09:37 AM EDT

Greetings Emerald Creek Staff,

I hope and pray each of you are in great health and spirits.

Welp, I'm leaving my apartment to find three different locations of dog feces in front and between my corridor and the next corridor.

This clearly telling us residents and Emerald Creek that they don't give a feces about our living quarters.

This is such a sore eye to myself and anyone else who cares about the well kept grounds of the community. Maybe giving a fine to every owner who has a big dog on this side will make they do better.

Respect Given Always,
Miss Tonya Ellington



image0.jpeg
197.5kB



image2.jpeg
145.5kB



image3.jpeg
152.8kB



The Garage bin and bed mattress was caught on fire

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Date: Tuesday, July 6, 2021 at 07:42 AM EDT

This is unacceptable and disrespectful to the community and neighbors.

After the fire department put out the garbage bin Fire the violators had the audacity to come back and continue their violations. They continued until 1 a.m.... I had to get up at 5 a.m. and my sleep was disturbed.

The video in black is what it sounded like inside my bedroom.

The community can't advertise as being luxury when the inside is warped with contamination.

I'm very disturbed by the actions of these tenants. The construction and maintenance team will discover the aftermath this morning.

It's a must to revoke the renter's lease ASAP. If this is not handled correctly then Emerald Creek community will not withstand their original mission.

Thank you in advance for your assistance.

Respect Given Always,
Miss Tonya Ellington

 Video.mov
2.2MB

 Video_1.mov
911.1kB

 image2.jpeg
99.5kB

 image4.jpeg
88kB

 Video_2.mov
1.8MB

 image5.jpeg
67.5kB

 image6.jpeg
88.8kB

Re: Garage not fixed

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Cc:

Date: Tuesday, April 26, 2022 at 09:18 AM EDT

Hello Tonya,

I will inform Jeremy and make him aware.

Thank you for bringing this to our attention, Tonya.

I hope you have a fabulous Tuesday!

Thank you,

Alyson K.

Garage Door
NOT FIXED



EDWARD
ROSE
& SONS

100 YEARS | 1921-2021

Alyson Kelley | Associate Property Manager, Laurel Woods Apartments

350 Fairforest Way

Greenville, SC 29607

Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, April 26, 2022 9:17 AM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Garage not fixed

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Good morning and great Tuesday Alyson,

I hope and pray you, yours and the entire staff are in great health and spirits.

After speaking with you I went down to park my car in the garage. Lauren just happened to be parking the go cart in the garage beside me. I looked up and noticed the issue hasn't been resolved.

The spring cable was supposedly be rewired onto the pulley not twisted onto the long rod. The missing spring cable I had in the bin in the garage. Lauren took pictures and sent the to Jermaine. The pulley needs to be rewired with the spring cable on both sides of each pulleys.

Please let me know when Jermaine will head back over here so I can come downstairs.

Thank you dearly as always.

Have a blessed, safe and healthy day.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

Re: Garage not fixed

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Date: Tuesday, April 26, 2022 at 11:26 AM EDT

Alyson,

What's the corporate number? I prefer to put it in writing to the corporate. Remember I removed my review because I had no idea it's a tracker. ☹️. I can understand where the negative reviews are stemmed from. Everyone aren't fulfilling their daily duties with the characteristics you and Jeremy display.

I'm too seasoned and too wise to be apart of todays matrix. ☺️

Yes, I went down to move my car and show Jeremy. They had already figured it out.

I'll leave my car out until they finish the repair.

Again, thank you.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

*This was the
same day I
called + was told
Traci was not in the
ofc. I was transferred
to her Vm + I left her
a detailed msg.
I had no choice was
traveling to EC*

*I spoke w/
Traci @ Laurel
Woods*

On Tuesday, April 26, 2022, 11:19 AM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya,

We could always use good reviews on Apartmentratings.com, if you click on the link below- It will take you straight to our property and then you will scroll down and click "leave review"

[Emerald Creek Apartment Rating Review](#)

You can always call our corporate office and let them know how good we're doing, they always get negative feedback so I am sure it would brighten their day!

Also, Jeremy and Mike (maintenance supervisor) went to look at your garage. They see exactly what you're referring to and are working on a way to get it fixed.

In the meantime, you are still able to use the garage- if needed. That pully does not affect the door functioning, it actually allows you to manually pull it up and down with ease.

We are working actively to get this issue resolved!

Thank you,
Alyson



Alyson Kelley | Associate Property Manager, Laurel Woods Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Tuesday, April 26, 2022 11:09 AM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Subject: Re: Garage not fixed

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Re: Garage not fixed

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Cc:

Date: Tuesday, April 26, 2022 at 11:19 AM EDT

Hello Tonya,

We could always use good reviews on Apartmentratings.com, if you click on the link below- It will take you straight to our property and then you will scroll down and click "leave review"

[Emerald Creek Apartment Rating Review](#)

You can always call our corporate office and let them know how good we're doing, they always get negative feedback so I am sure it would brighten their day!

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In the meantime, you are still able to use the garage- if needed. That pulley does not affect the door functioning, it actually allows you to manually pull it up and down with ease.

We are working actively to get this issue resolved!

Thank you,
Alyson



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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, April 26, 2022 11:09 AM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Subject: Re: Garage not fixed

CAUTION - EXTERNAL EMAIL

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Alyson,

Who can I send a letter of compliment to on you and Jeremy be halves?

I moved here because of you. Since my residency here you and Jeremy have provided consistent care with integrity and professionalism. It shouldn't go unnoticed or recognized by the owners.

You both deserve a raise for the hard work that's performed. In our today's climate humanity is at an all time low. Thank you for being you and not just sitting within your job title.

Thank you dearly as always.

Respect Given Always,
Miss Tonya Ellington

Re: Garage not fixed

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Cc:

Date: Tuesday, April 26, 2022 at 11:31 AM EDT

Tonya,

Of course!

That is completely understandable 😊

Our corporate office is (248) 686-5300.

I will update you once everything has been completed.

Thank you,



EDWARD
ROSE
& SONS

Alyson Kelley | Associate Property Manager, Laurel Woods Apartments

350 Fairforest Way

Greenville, SC 29607

Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, April 26, 2022 11:26 AM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Subject: Re: Garage not fixed

CAUTION - EXTERNAL EMAIL

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Alyson,

What's the corporate number? I prefer to put it in writing to the corporate. Remember I removed my review because I had no idea it's a tracker. 😊. I can understand where the negative reviews are stemmed from. Everyone aren't fulfilling their daily duties with the characteristics you and Jeremy display.

I'm too seasoned and too wise to be apart of todays matrix. 😊

Yes, I went down to move my car and show Jeremy. They had already figured it out.

I'll leave my car out until they finish the repair.

Again, thank you.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Tuesday, April 26, 2022, 11:19 AM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya.

We could always use good reviews on [Apartmentratings.com](https://www.apartmentratings.com), if you click on the link below- It will take you straight to our property and then you will scroll down and click "leave review"

Unknown nest outside above balcony door

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com

Date: Monday, June 13, 2022 at 06:02 PM EDT

6/13/22
WASP nest

7/16/22

While sitting on
~~the~~ balcony I noticed
wasps coming back to
same location!!!
I sprayed it w/ wasp
spray & couldn't
utilize my balcony for
comfort afterwards
I fear in being
stung by
wasps!!!

6/13/22 6:02pm WASP Nest

Peace and blessings Alyson,

As always I hope and pray you, yours and the staff are in great health and spirits.

Um, I just walked out onto my balcony and found red debris on the armrest of my chair. I looked up and discovered an unknown red nest. I would knock it down with my broom, but I've had my experience of being stung by a wasp/bee.

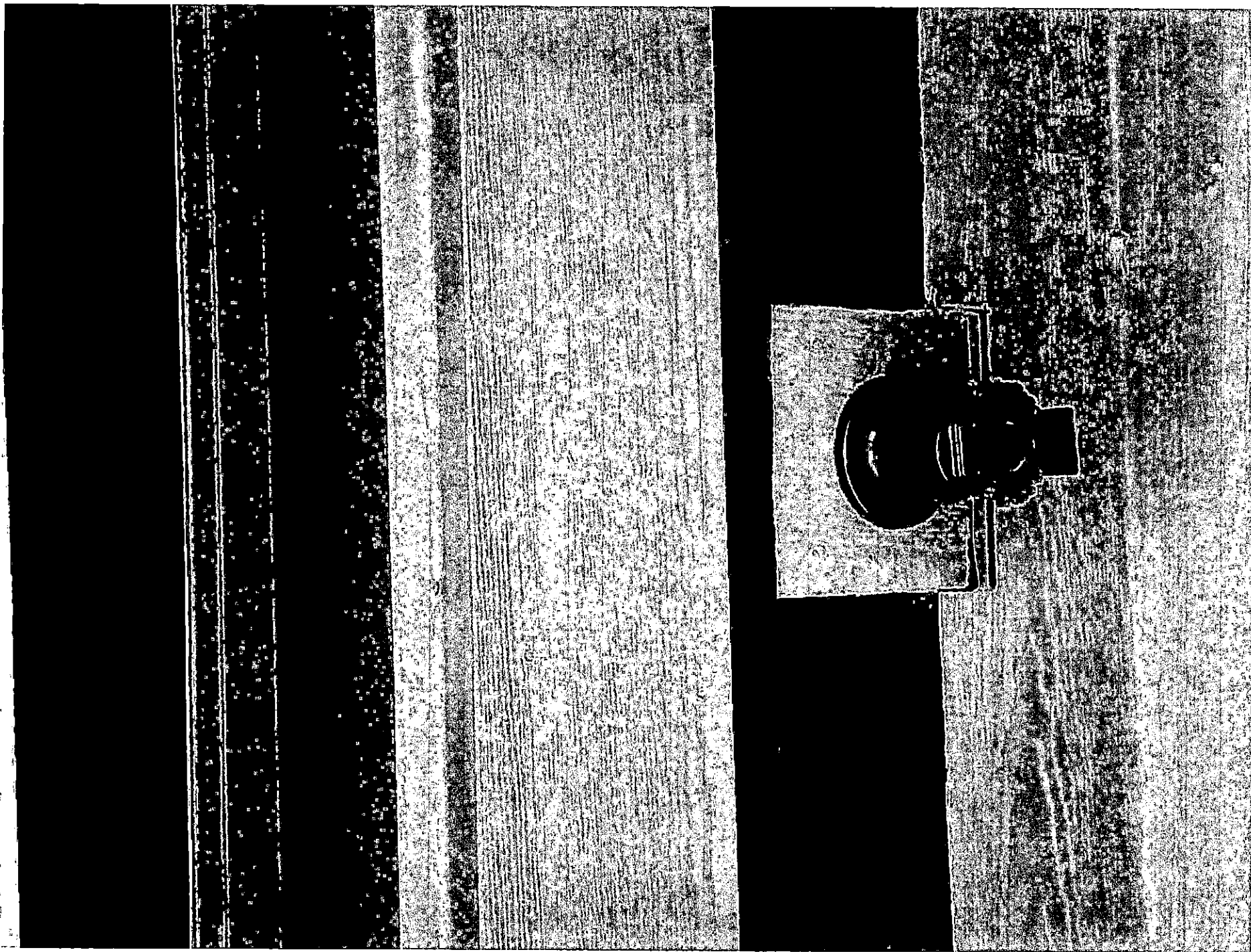
Please put in an order for have someone come and remove it.

My balcony is my pool and shade from the sun.

Thank you dearly as always.

Respect Given Always,
Ms Tonya Ellington #4313

Sent from Yahoo Mail for iPhone



Re: Leaking Ceiling Reoccurring #4313

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Wednesday, March 16, 2022 at 03:04 PM EDT

I just noticed it's actually longer then before. Additional pictures attached.

Sent from Yahoo Mail for iPhone

On Wednesday, March 16, 2022, 3:00 PM, Tonya E. <tonyae411@yahoo.com> wrote:

Peace and blessings Emerald Creek Staff,

I hope and pray each of you and yours are all in great health and spirits.

I just walked in my kitchen and happened to looked down on the floor to discover water. I first checked my garbage bin as it was close to part of the water. I then looked up and discovered my ceiling is leaking again.

Attached is the picture I just captured.

I'll be home for access to view. Thank you all dearly.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

Initial report on ceiling
on 12/14/20

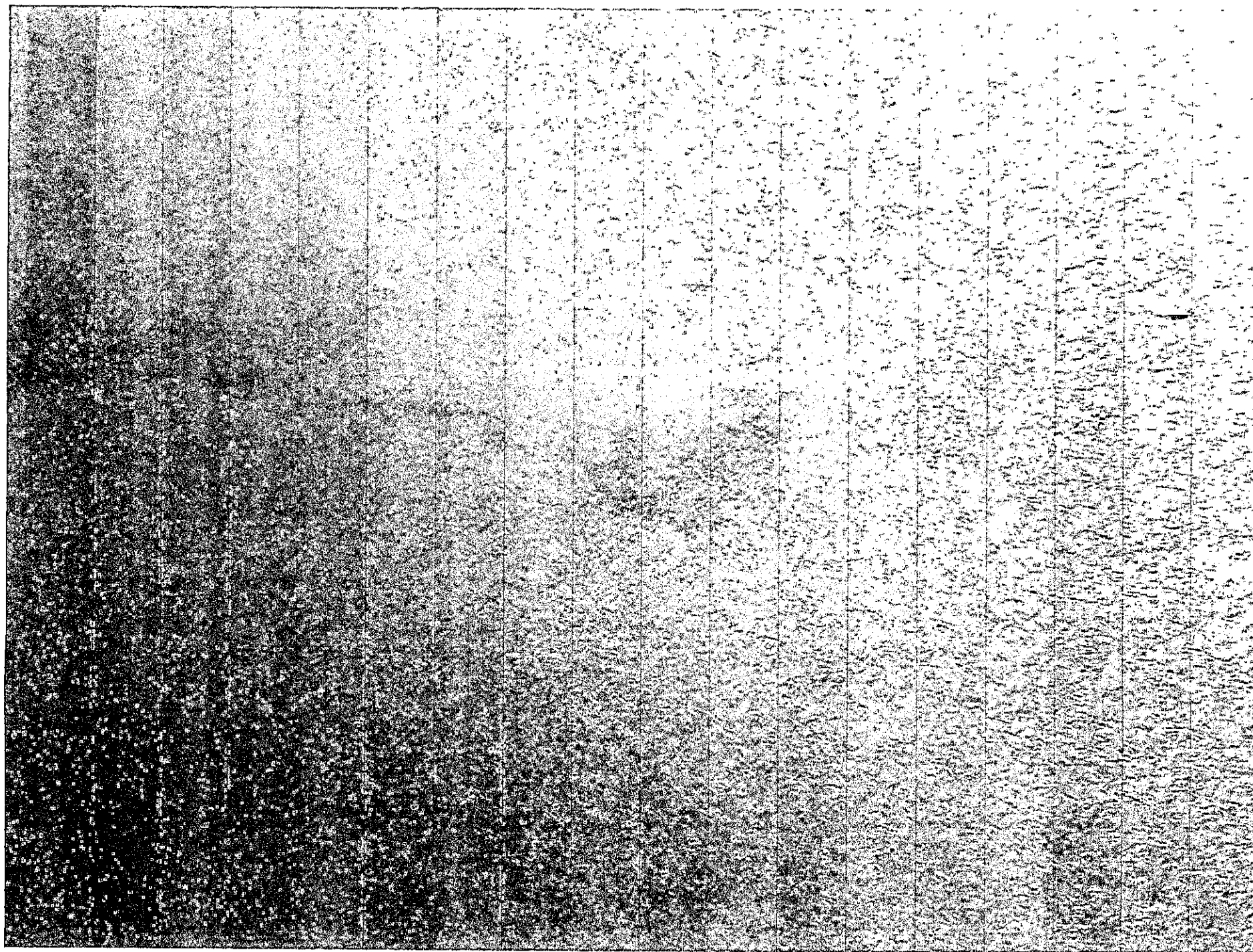
Exhibit
4B

Ceiling leaking
again

3/16/22
Tom failed to complete
task & keep me
informed

No one came out
3/16/22

Maintenance left
debris from drop
ceiling outside
door to it they
couldnt clean up
behind themselves.
Totally disrespected
I'm not really mad



Re: Leaking Ceiling Reoccurring #4313

From: Alyson Kelley (alyson_kelley@edwardrose.com)
To: tonyae411@yahoo.com; bhemeraldcreek@edwardrose.com
Date: Wednesday, March 16, 2022 at 03:39 PM EDT

Ceiling still leaking
3/16/22

Hello Tonya,

I just spoke with our Superintendent of construction and he will have someone by to come look at this. Once he gives me a day/time, I will let you know.

Thank you,



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ROSE
& SONS

100 YEARS | 1921-2021

Alyson Kelley | Associate Property Manager, Laurel Woods & Emerald Creek Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, March 16, 2022 3:00 PM
To: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>
Cc: Tonya E. <tonyae411@yahoo.com>
Subject: Leaking Ceiling Reoccurring #4313

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Peace and blessings Emerald Creek Staff,

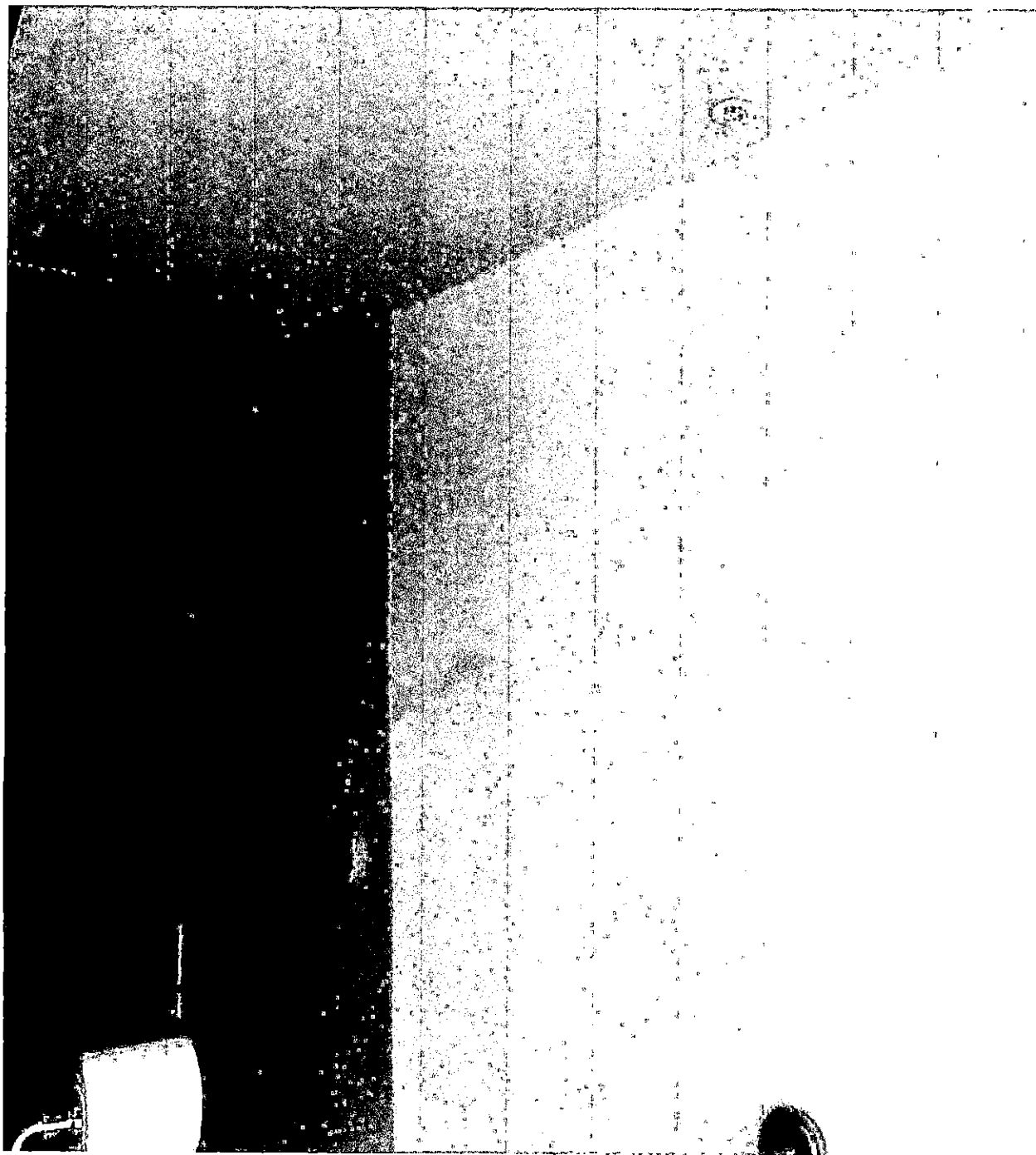
I hope and pray each of you and yours are all in great health and spirits.

I just walked in my kitchen and happened to look down on the floor to discover water. I first checked my garbage bin as it was close to part of the water. I then looked up and discovered my ceiling is leaking again.

Attached is the picture I just captured.

I'll be home for access to view. Thank you all dearly.

Respect Given Always,
Miss Tonya Ellington #4313



Re: Leaking Ceiling Reoccurring #4313

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com;
bhemeraldcreek@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Thursday, March 17, 2022 at 06:40 PM EDT

Hi Alyson,

I'm just noticed that the ceiling is now cracking. I've attached the pictures and video within the email.

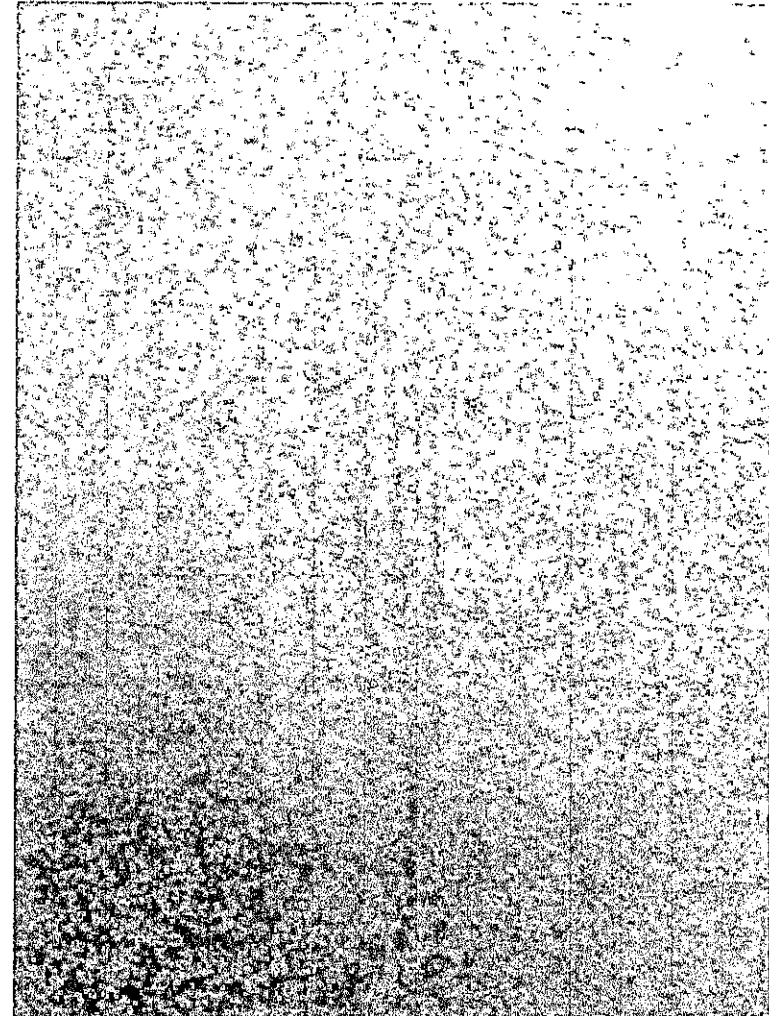
I haven't been informed as of yet when someone will come by to inspect it. I hope it doesn't collapse as we're due to rain on Friday, 3/18.

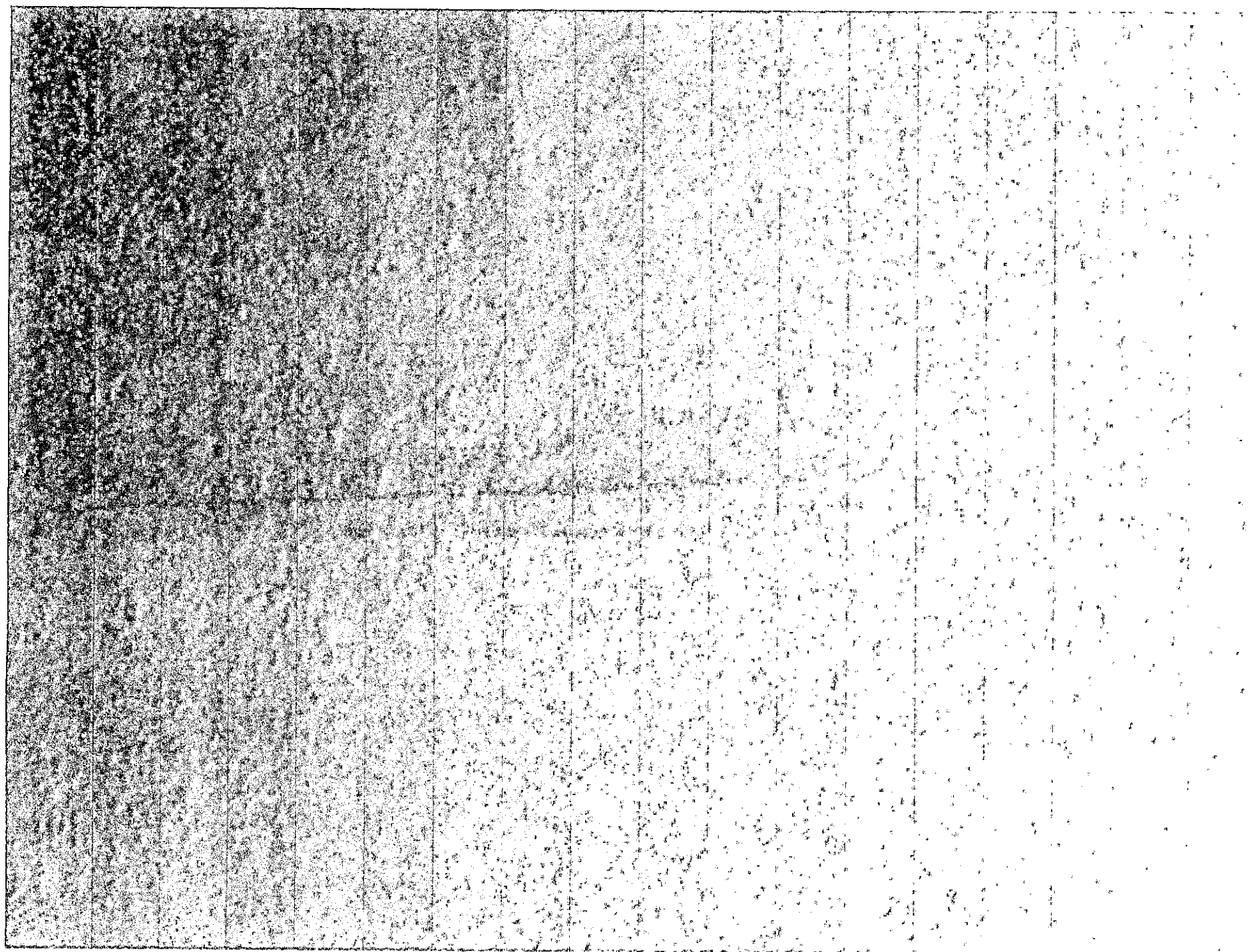
This needs to be inspected asap.

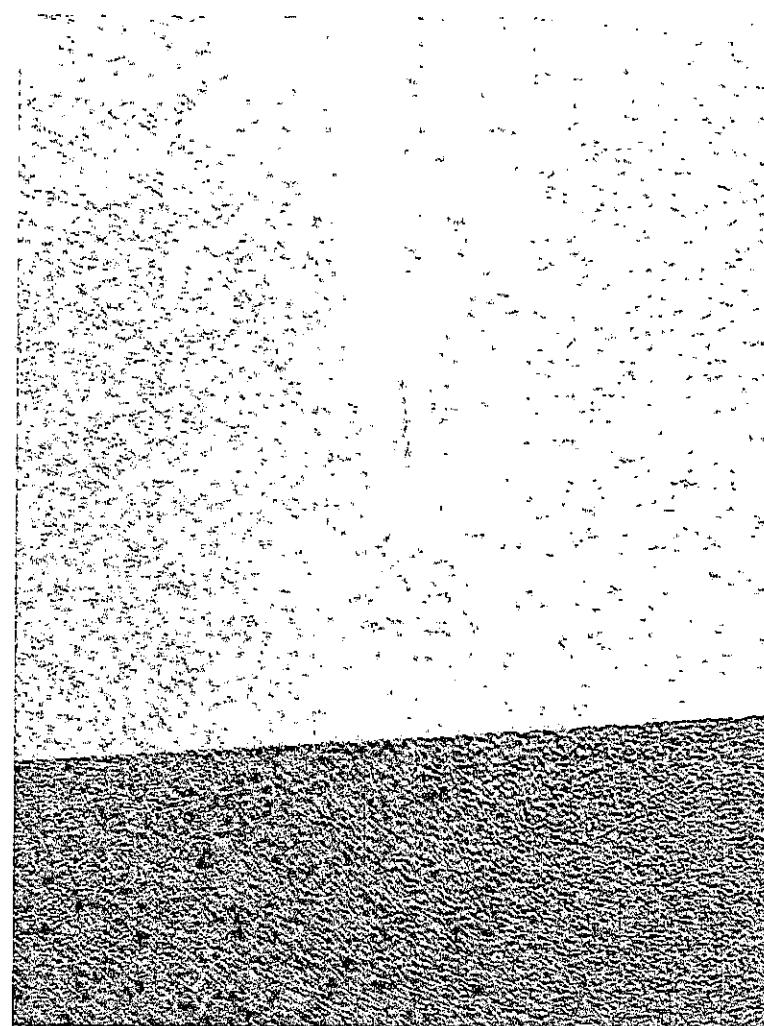
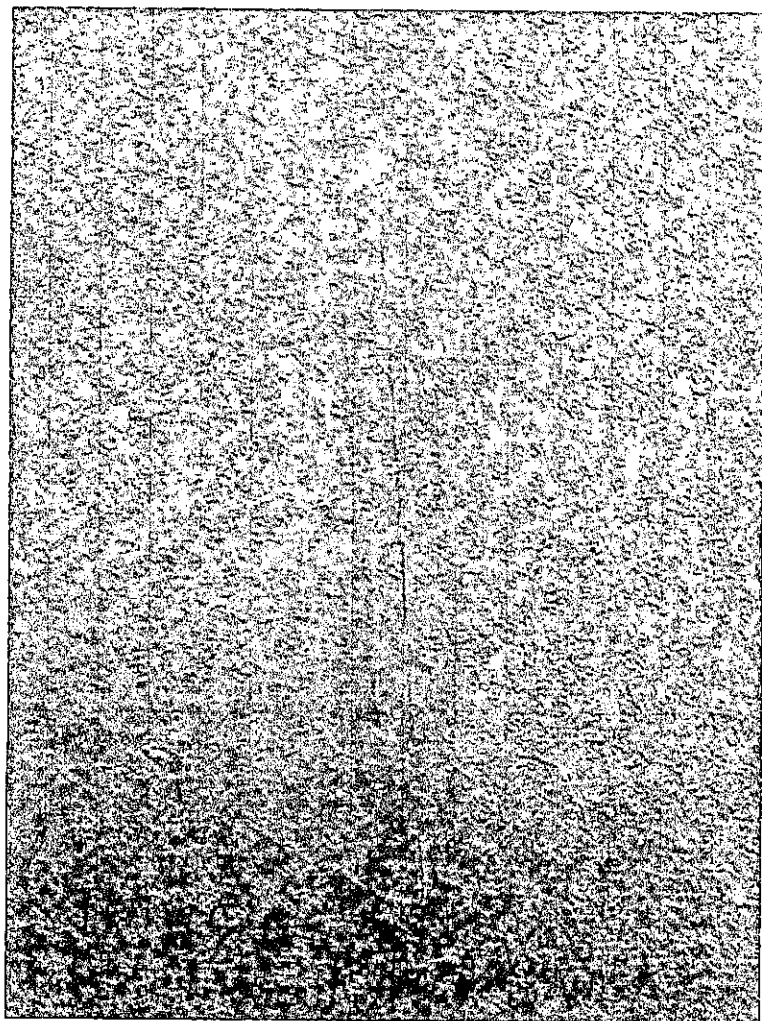
Thank you in advance as always.

Respect Given Always,
Miss Tonya Ellington

#4313







EC new leaks in ceiling on 3/16/22

From: Tonya E. (tonyae411@yahoo.com)

To: tonyae411@yahoo.com

Date: Friday, March 18, 2022 at 01:16 PM EDT

Sent from Yahoo Mail for iPhone



IMG_2619.jpg
1.5MB



IMG_2621.jpg
1.4MB



IMG_2620.jpg
1.7MB



IMG_2629.jpg
1.9MB



IMG_2631.jpg
1.3MB



IMG_2630.jpg
1.4MB

RE: EC new leaks in ceiling on 3/16/22

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Date: Thursday, March 24, 2022 at 03:26 PM EDT

Hello Tonya,

I apologize for the delay. However, I was attempting to retrieve information from maintenance. It sounds like they're still in the process of locating the leak if there is one. They wanted to me to ask if you have noticed any active leaking during the past two rains?



Alyson Kelley | Associate Property Manager, Laurel Woods & Emerald Creek Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Thursday, March 24, 2022 1:43 PM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Cc: Tonya E. <tonyae411@yahoo.com>

Subject: Re: EC new leaks in ceiling on 3/16/22

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Alyson,

I actually came by the office on Monday but you weren't in.

Um, what the status of the team coming back regarding the ceiling? I understand there were other issues in a couple other buildings.

I may need to travel and I prefer to be home for their needed access.

Thank you dearly as always.

Respect Given Always,

Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Friday, March 18, 2022, 1:16 PM, Tonya E. <tonyae411@yahoo.com> wrote:

Sent from Yahoo Mail for iPhone

No updates
from Tom

Reported on
3/16/22

Re: EC new leaks in ceiling on 3/16/22

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Cc: tonyae411@yahoo.com
Date: Thursday, March 24, 2022 at 03:35 PM EDT

Alyson,

Actually, it seems to be the same since Friday. I rather know it's found now rather than later. I'm not looking forward to any unforeseen damages to any of my personal items.

I've experienced a fallen ceiling before due to a slow leak. Thankful my son not myself were the room at the timing of its falling.

Please keep me updated.

Again, thank you dearly.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Thursday, March 24, 2022, 3:26 PM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya,

I apologize for the delay. However, I was attempting to retrieve information from maintenance. It sounds like they're still in the process of locating the leak if there is one. They wanted to me to ask if you have noticed any active leaking during the past two rains?



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Sent: Thursday, March 24, 2022 1:43 PM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Cc: Tonya E. <tonyae411@yahoo.com>
Subject: Re: EC new leaks in ceiling on 3/16/22

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Alyson,

I actually came by the office on Monday but you weren't in.

Um, what the status of the team coming back regarding the ceiling? I understand there were other issues in a couple other buildings.

I may need to travel and I prefer to be home for their needed access.

Thank you dearly as always.

Respect Given Always,
Miss Tonya Ellington

RE: EC new leaks in ceiling on 3/16/22

From: Alyson Kelley (alyson_kelley@edwardrose.com)
To: tonyae411@yahoo.com
Cc: tom_bellar@edwardrose.com; michael_thompson@edwardrose.com
Date: Thursday, March 24, 2022 at 03:46 PM EDT

Tonya,

That is completely understandable. Our maintenance supervisor will be coming by when the next rain comes to assess the chalk that they put down to see if there is still an active leak (they think that it was fixed during the repair on Friday). Once they confirm that the leak is taken care of, we will schedule our contractor to come by and make any necessary drywall repairs.

I apologize for the delay, we just want to make sure the leak is taken care of before making any drywall repairs.

Thank you,

 **Alyson Kelley | Associate Property Manager, Laurel Woods & Emerald Creek Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Thursday, March 24, 2022 3:35 PM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Cc: Tonya E. <tonyae411@yahoo.com>
Subject: Re: EC new leaks in ceiling on 3/16/22

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Alyson,

Actually, it seems to be the same since Friday. I rather know it's found now rather than later. I'm not looking forward to any unforeseen damages to any of my personal items.

I've experienced a fallen ceiling before due to a slow leak. Thankful my son not myself were the room at the timing of its falling.

Please keep me updated.

Again, thank you dearly.

Respect Given Always,

Re: EC new leaks in ceiling on 3/16/22

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Cc: tom_bellar@edwardrose.com; michael_thompson@edwardrose.com; tonyae411@yahoo.com
Date: Thursday, March 24, 2022 at 03:49 PM EDT

*I was still
being patient!!*

Alyson,

Okay. Thank you and the entire team.

Enjoy the remainder of your week and weekend.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Thursday, March 24, 2022, 3:46 PM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Tonya,

That is completely understandable. Our maintenance supervisor will be coming by when the next rain comes to assess the chalk that they put down to see if there is still an active leak (they think that it was fixed during the repair on Friday). Once they confirm that the leak is taken care of, we will schedule our contractor to come by and make any necessary drywall repairs.

I apologize for the delay, we just want to make sure the leak is taken care of before making any drywall repairs.

Thank you,



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Sent: Thursday, March 24, 2022 3:35 PM
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Subject: Re: EC new leaks in ceiling on 3/16/22

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Alyson,

Actually, it seems to be the same since Friday. I rather know it's found now rather than later. I'm not looking forward to any unforeseen damages to any of my personal items.

I've experienced a fallen ceiling before due to a slow leak. Thankful my son not myself were the room at the timing of its falling.

Please keep me updated.

Again, thank you dearly.

Respect Given Always,
Miss Tonya Ellington

Ceiling Repair Inquiry Still Not Addressed as Promised

From: Tonya E. (tonyae411@yahoo.com)

To: traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Tuesday, August 9, 2022 at 04:55 PM EDT

Greetings Traci,

I hope you, yours and the entire staff are in great health and spirits.

I'm inquiring about my ceiling to you due to the circumstances of which we discussed on 7/20/22 at Emerald Creek. After speaking with you I put all differences aside and looked forward to getting back to enjoying my residency here.

During our in office conference I advised you I would be traveling from 7/21 through 7/24 to return home on 7/25/22. I also noted I would be home for entry on 7/26/22 for the leaking ceiling to be inspected.

On 7/26/22 Brian came and captured several pictures of what the ceiling look like as of that date. I advised Brian, that Mike was familiar since he was present several times from the repair order in March through April 2022. The initial leak started in late January 2021.

On 7/27/22 approximately 12:26 pm I retrieved this maintenance note on the door. I must note I was home and available to be addressed in person.

I read the note and waited as it stated, "Mike said we will need to go in the attic while it's raining then can repair ceiling."

I waited in hopes after it rained several times since then, we would be able to move forward as promised.

As of today 8/9/22, I haven't heard back from anyone.

Now that Alyson my initial contact person is no longer employed here, who do I go to?

I was in the office briefly today, to show Lauren something and the new property manager walked in without a word. I've seen him before while being in the office briefly and he is not approachable.

Since, my incident with Dana, as well as knowing the truth, I am not sure as to who to speak with at this point. As a resident I shouldn't feel uncomfortable to address my issues with the apartment when they're validated.

I'm I being treated without concern as a retaliation? Am I being targeted to be forced out of my place I call my sanctuary because I inquired about maintenance and proper property cleaning gone wrong? Is this an Emerald Creek tactic to get me to move out and then the ceiling will be repaired correctly?

Prior to my incident involving Dana, I didn't have any issues with any of Emerald Creek Staff. I stand corrected, former supervisor Tom, which also dropped the ball in addressing the leaking ceiling in March which delayed into April 2022.

This was the same timeframe I met you in person at Laurel Woods. Unbeknownst to me, when I called the day before to leave a compliment regarding Alyson and Jermaine you were I route to Emerald Creek.

This is causing my anxiety and depression to elevate. I have n(ever) in my almost 30 plus years of being a renter or homeowner dealt with this type of relationship with any landlords/property management. My doctors has already been informed.

Attached you will find the door notification that Brian left. I must say, "Brian is a great asset to Emerald Creek." He fixed what should have been done by the construction team in 2020/21.

Being that Mike is the maintenance supervisor over Brian, whose responsible for dropping this matter?

I look forward to your response. I rather handle this matter between Emerald Creek and myself. This shouldn't have to go further into any legal processing.

I have enough unwanted stress in my life as an invisible disabled retiree.

I, thank you in advance for your assistance, time and resident care.

Respect Given Always,
Miss Tonya Ellington #4313

MAINTENANCE

4313

12:20 PM

Hi, Someone

WAS

In Your Residence Today!

It was:

Bried

- ☐ For requested maintenance
- ☐ For preventative maintenance
- ☐ For pest control
- ☐ For repair electrical/lighting
- ☐ For repair plumbing/HVAC
- ☐ To change A/C Filter
- ☒ Other: Mike SAID WE WILL NEED TO GO IN THE ATTIC WHILE IT'S RAINING
- ☐ We could not perform the work requested because:
Then can Repair ceiling



* Brian came on Tuesday 7/24/22
Note placed on my door 7/27/22 I WAS
Made in U.S.A. HOME!! Stock No. DH-MW

Sent from Yahoo Mail for iPhone

MAINTENANCE

4313

12:20 pm

Hi, Someone

WAS

In Your Residence Today!

It was: Brian

- ☐ For requested maintenance
- ☐ For preventative maintenance
- ☐ For pest control
- ☐ For repair electrical/lighting
- ☐ For repair plumbing/HVAC
- ☐ To change A/C Filter

☒ Other: Mike said we will need to
GO IN THE ATTIC while it's raining
☐ We could not perform the work requested because:
Then can Repair ceiling

HY-KO

* Brian came on Tuesday 7/24/22
Note placed on my door 7/27/22 I WAS
Made in U.S.A. HOMEL!! Stock No. DH-MW

Corridor Unkept/Pollen build up on stairwell rails/bugs nestlings in light fixture PT

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com; emeraldcreak@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Monday, May 9, 2022 at 10:48 AM EDT

Corridor
unkept

Good morning Alyson and EMC Staff,

As always I hope and pray each of you are in great health and spirits.

Attached are pictures I captured before sweeping in front of my door and wiping down the entire stairwell rails from the build up of pollen from the third to the first floor. I am the only one wiping down as it's a health hazard for me to breathe and touch if needing to utilize the railings. Also you will see the bugs nesting in the light fixture which are dropping onto the grounds. I've also captured the unswept particles on the first floor which haven't been cleaned over a month. I looked at two other corridors which aren't as bad as ours. Is this because we're the end building or is our corridor being neglected?!

This is unacceptable and not how I want to come home seeing. I also wouldn't want to visit any guest over to see these conditions. This also isn't a good look for any current tenant honestly recommending anyone to move here knowing what is currently happening.

I'm not sure about anyone else, but I take pride in how and where I live.

I understand the short staff, but just cleaning the outside knowing the inside isn't healthy isn't a win win.

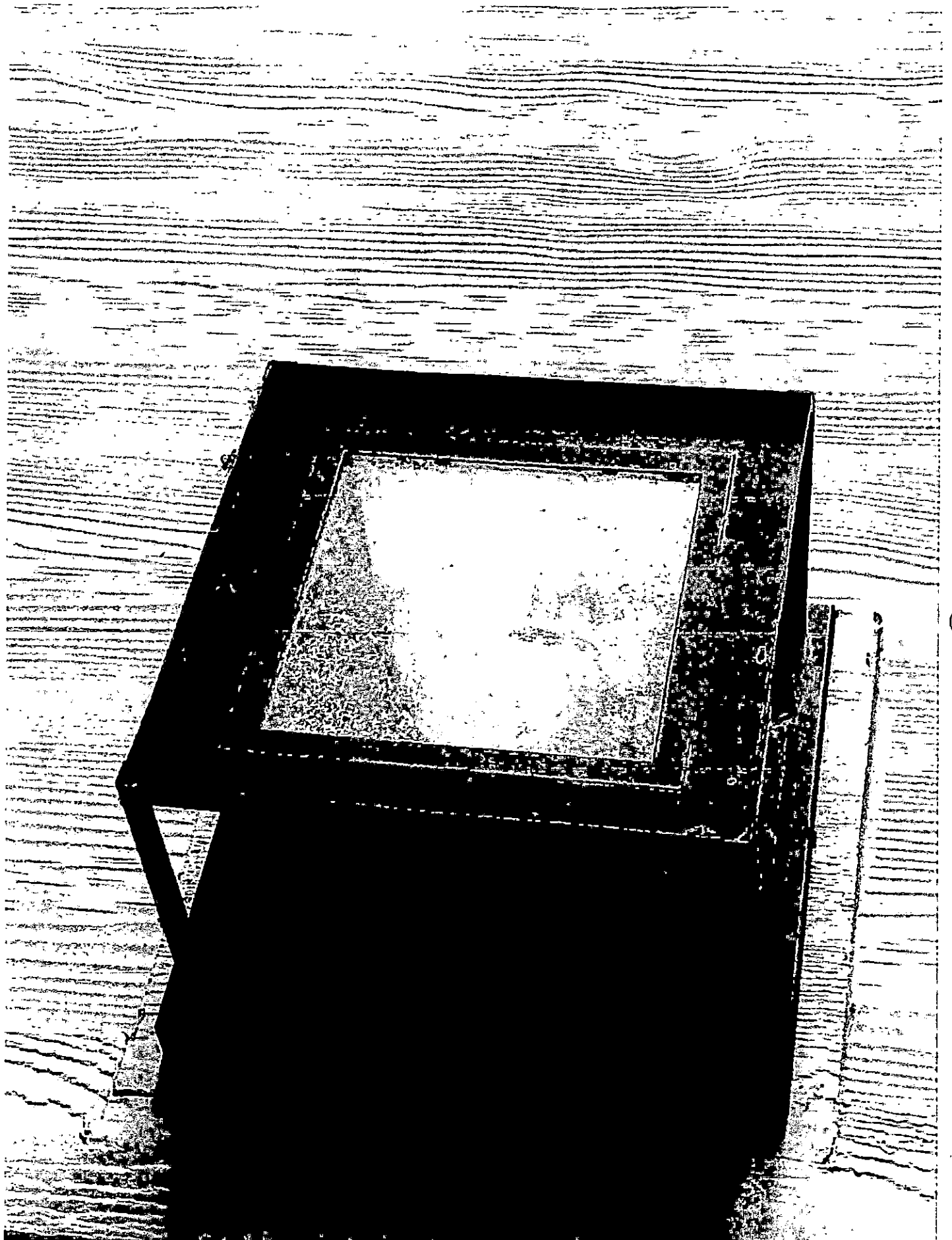
I'm requesting housecleaning for our corridor to address our right now conditions. I have no desire to have any of whatever bugs residing in the light fixture to drop in my hair when I'm either leaving or returning home.

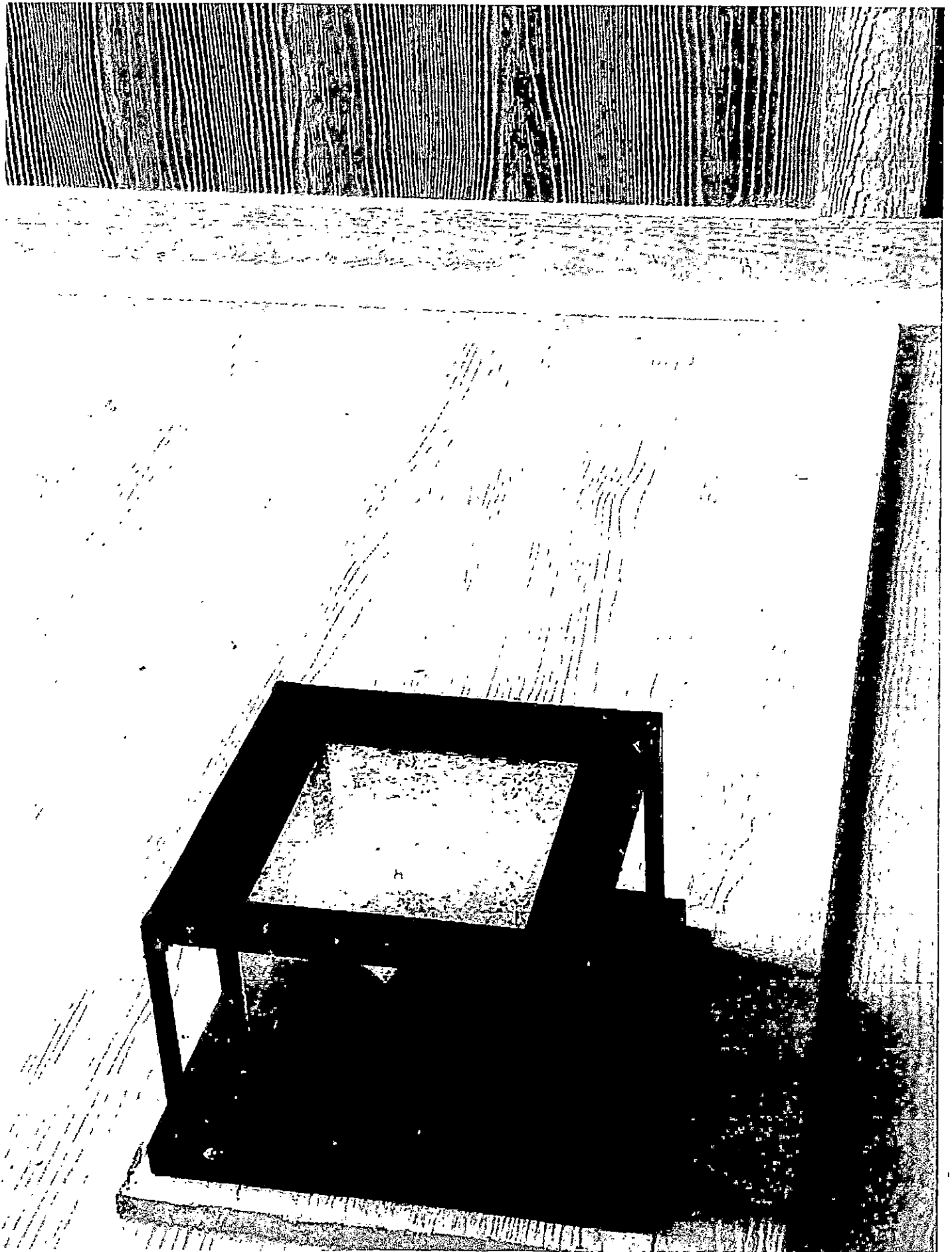
Thank you all in advance for your assistance and time.

Have a blessed, safe and healthy week.

Respect Given Always,
Miss Tonya Ellington #4313

Just cleaned after
provoked out of character
@ Dana on 7/12/22
was ~~not~~ cleaned 7/13 + corridor
7/15 light fixtures











Re: Corridor Unkept/Pollen build up on stairwell rails/bugs nestlings in light fixture PT

From: Tonya E. (tonyae411@yahoo.com)

To: alyson_kelley@edwardrose.com; bhemeraldcreek@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Monday, May 9, 2022 at 01:10 PM EDT

Hi Alyson,

Thank you dearly as always for addressing my concerns and resolving them in a timely fashion.

I know I'm not alone as a resident in saying, "Your hard work and great care of the community as well as residents are greatly appreciated."

Have a blessed, safe and healthy week.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Monday, May 9, 2022, 1:06 PM, Alyson Kelley <Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya,

Per our conversation, just to confirm- we have Nassiah our grounds keeper coming by within the next 48 hours to blow out your breezeway.

I am terribly sorry that you are experiencing these issue, we hope to have this resolved immediately.

Thank you Tonya,

ONLY 1ST Floor
Done 2nd +
3rd floor
still not
touching!!



Alyson Kelley | Associate Property Manager, Laurel Woods Apartments

350 Fairforest Way

Greenville, SC 29607

Phone: (864) 288-7073 | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Monday, May 9, 2022 10:48 AM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>; BH Emerald Creek <BHEmeraldCreek@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Corridor Unkept/Pollen build up on stairwell rails/bugs nestlings in light fixture PT

CAUTION - EXTERNAL EMAIL

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Good morning Alyson and EMC Staff,

As always I hope and pray each of you are in great health and spirits.

Attached are pictures I captured before sweeping in front of my door and wiping down the entire stairwell rails from the build up of pollen from the third to the first floor. I am the only one wiping down as it's a health hazard for me to breathe and touch if needing to utilize the railings. Also you will see the bugs nesting in the light fixture which are dropping onto the grounds. I've also captured the unswept particles on the first floor which haven't been cleaned over a month. I looked at two other corridors which aren't as bad as ours. Is this because we're the end building or is our corridor being neglected?!

This is unacceptable and not how I want to come home seeing. I also wouldn't want to visit any guest over to see these conditions. This also isn't a good look for any current tenant honestly recommending anyone to move here knowing what is currently happening.

I'm not sure about anyone else, but I take pride in how and where I live.

I understand the short staff, but just cleaning the outside knowing the inside isn't healthy isn't a win win.

Inquiring about status on Power Washing

From: Tonya E. (tonyae411@yahoo.com)
To: alyson_kelley@edwardrose.com
Cc: tonyae411@yahoo.com
Date: Monday, July 11, 2022 at 05:26 PM EDT

Peace and blessings Alyson,

As always I hope and pray you and the staff are in great health and spirits.

I'm inquiring the status of the corridor power washing as it's hasn't been performed. We haven't had this corridor power washed since last year.

I've noted in several of my emails prior to this one providing pictures of our corridor and it's unkept conditions which is not mirroring the quality Emerald Creek projected. I've personally sweep in front of my door as well as clean the stair rails with my own Lysol wipes.

Since, I've been a resident the second and third floor has been neglected. Is there a reason why we haven't received the proper cleaning besides the short of staff?

Attached are photos I captured today walking upstairs to my apartment.

Is this what Emerald Creek and Edward Rose & Sons considers acceptable? All the promises states prior to signing the lease has been breached. There's been excuses after excuses.

As an on time rent payer and one that take pride how I live, Emerald Creek is not performing as it projects itself as being, the home of luxury living.

I can't forget to thank Brian for fixing what should have been done prior to his arrival. Thank you and Lauren for making sure all my concerns are addressed.

In conclusion I can't recommend anyone to move here knowing it's not up to par.

Thank you in advance for your residence assistance and care for our community.

Respect Given Always,

Also called
Traci approx 4:15 pm
she never
back called

day I was provoked to go
out of character be to
Dana lying to me.
Evaluated my stress level.
Reported to my
Dr. on 7/14/
during my
visit

Corridor
w/ pictures

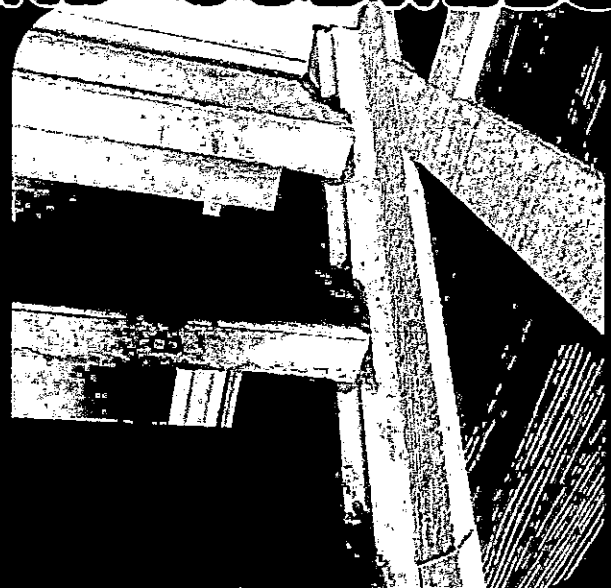
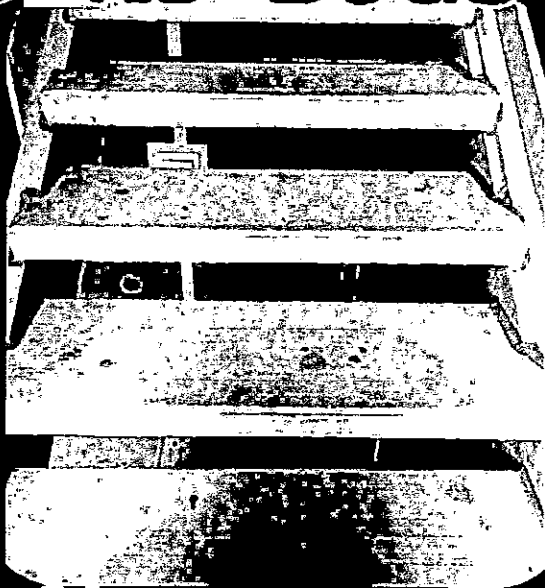
7/11/22

The day I came into
office. Dana spoke & he
promised to handle
upon my return
my fees gone
Corridor still
NOT done

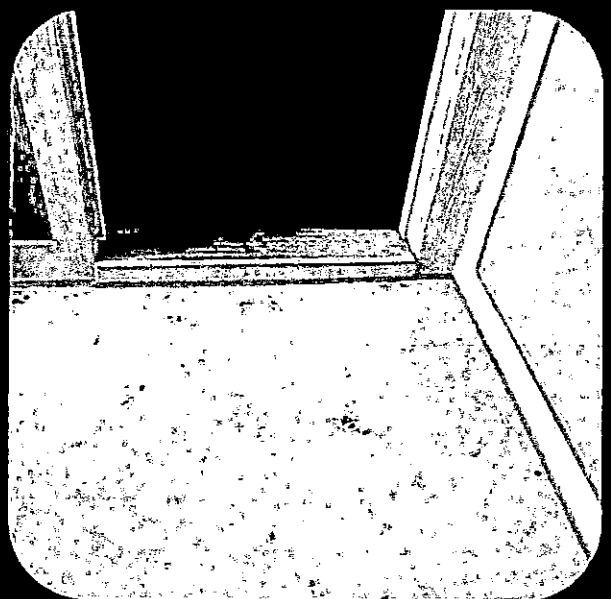
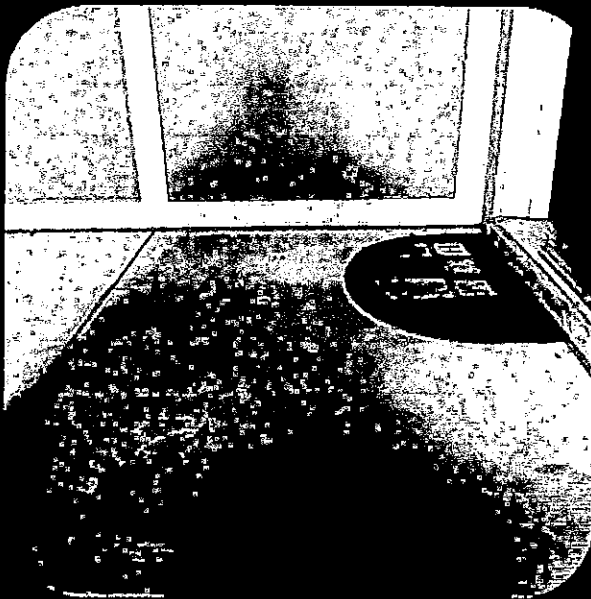
Exhibit 4 / this was
7/11/22 around the
time Dana
appeared

4th & 5th

DEAD BUGS AND COBWEBS



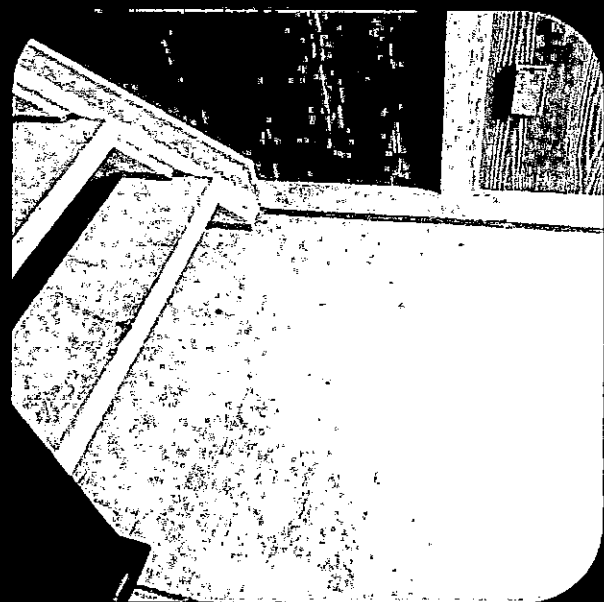
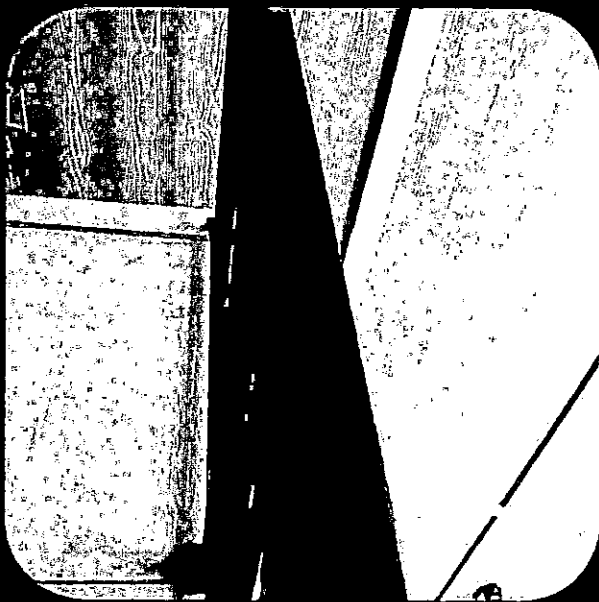
WALKING UP 1ST TO 2ND FOR



DEAD BUGS AND COBWEBS



UNCLEARED RAILS AND STAIR RAILS



DEAD BUGS AND NESTLINGS IN LIGHT FIXTURE. "3RD FLOOR"



Miss Tonya Ellington I just got

Sent from Yahoo Mail for iPhone

5/30/23
10:35 AM

Sent from Yahoo Mail for iPhone

On Tuesday, May 30, 2023, 10:35 AM, Tonya E. <tonyae411@yahoo.com> wrote:

Reed,

Mission accomplished. 哈哈, I'm living in the corridor of the jungle. I'm just waiting now for the lions and bears oh my. 哈哈

On Tuesday, May 30, 2023 at 10:31:23 AM EDT, Reed Cornelson <reed_cornelson@edwardrose.com> wrote:

Tonya,

It gave me a giggle because I can't believe you are dealing with this... I feel terrible! I did enjoy the photos though. Those dang birds...LOL. Not sure what happened with the Work-Order as it's still showing "open" on my side. I sent your email to Mike this morning to assure he's aware that there's more.

Thanks again, talk soon! ☺



Reed Cornelson, PMIC | Property Manager, Laurel Woods and Emerald Creek Apartments
350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, May 30, 2023 10:29 AM

To: Reed Cornelson <Reed_Cornelson@edwardrose.com>

Subject: Re: Your maintenance request has been completed!

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Hi Reed,

I did and thank you. I first wanted to make sure as I stated it wasn't completed as if it had been. Secondly, I had to send the pictures to make you laugh, because I sure did.

Have a great day.

Respect Given Always,
Miss Tonya Ellington

On Tuesday, May 30, 2023 at 10:22:11 AM EDT, Reed Cornelson <reed_cornelson@edwardrose.com> wrote:

Good morning, Tonya,

I hope you had a pleasant Memorial Day Weekend. Thank you for reaching out to let us know about this. Oh my goodness, I am so sorry to hear that you've experienced this! Century Fire will be out tomorrow, 05/31, to take care of this. We do not have a time yet but I estimate late morning or early afternoon.

Hopefully tomorrow, all will be well. Thank you again for making us aware of this. I hope you have a wonderful week!

Best,



Reed Cornelson, PMIC | Property Manager, Laurel Woods and Emerald Creek Apartments
350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, May 30, 2023 8:01 AM

To: Reed Cornelson <Reed_Cornelson@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Fw: Your maintenance request has been completed!

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.
Peace, blessings and Reed,

Welcome back as I hope and pray you, yours and the entire team had a safe and enjoyable Memorial Day weekend.

Attached is an email I received claiming that my maintenance request has been completed. I did receive a call from MiMI on 5/26/23 to inform me that the proper team will be out sometime this week.

Well, today is 5/29/23 the order hasn't been completed however on hold because I came home Sunday evening to find my two new neighbors resting in their custom-made nest. LOL. Attached, are pictures I captured upon walking up the stairs and before entering my apartment. I can't make up the events that happens in my life, and many times than I can count it's comical.

So, in closing, I want to make sure the ticket wasn't closed in error, just to satisfy the quota when in fact it hasn't been completed. The second-floor nest is still there, but they have chosen to be my pets as a reminder, why I love GOD and HIS creations. Call Molly Maid because I am NOT cleaning up behind their, you know what?! LOL

Thank you as always, for all you and the team can do under many uncontrolled events. This will definitely be inserted in my book. LOL

Have a blessed, safe, healthy, productive and celebration of life week.

Respect Given Always,
Miss Tonya Ellington

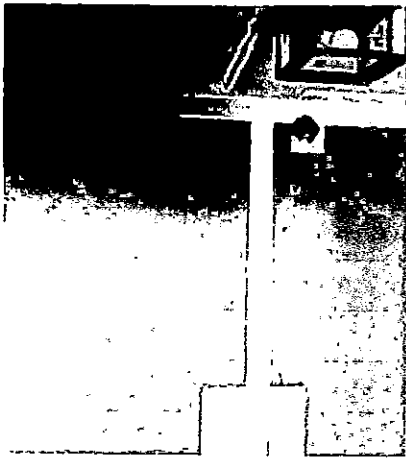
----- Forwarded Message -----

From: Edward Rose Property Management <no-reply@rentsafe.com>

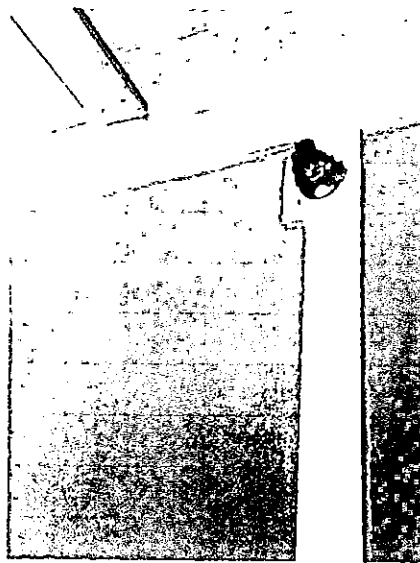
Reed 5/30/23

10:22am

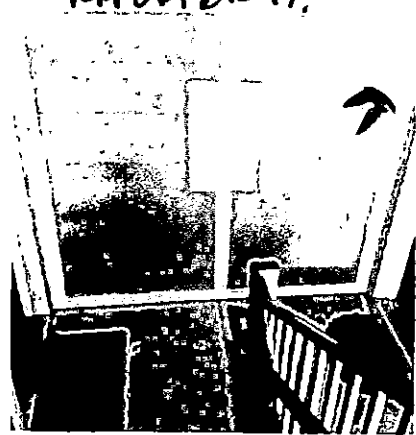
Exhibit 1
4/8



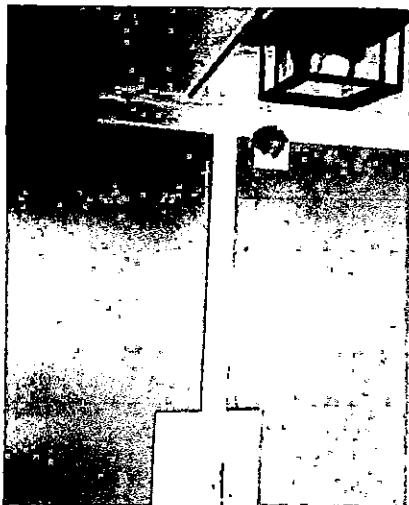
Monday • May 22, 2023 •
11:30 AM



Monday • May 22, 2023 •
11:30 AM



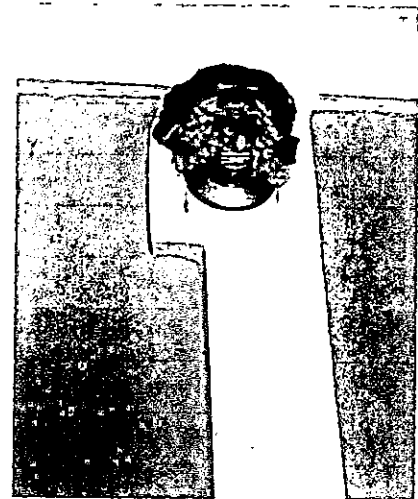
Wednesday • May 24, 2023 A
• 10:34 AM



Wednesday • May 24, 2023
• 10:34 AM

5/22/23 Discovery of
bird nests
on 2nd and 3rd
Floor.
Corridor cleaner
never
reported but I as the
resident did.

Evidence lack of
attention to
cleaning
common areas.

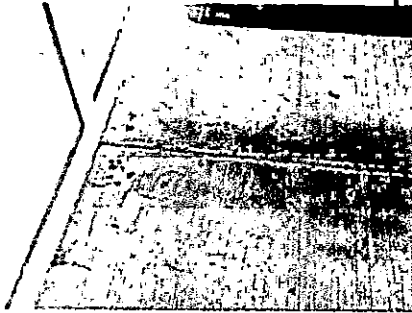


Wednesday • May 24, 2023
• 12:22 PM

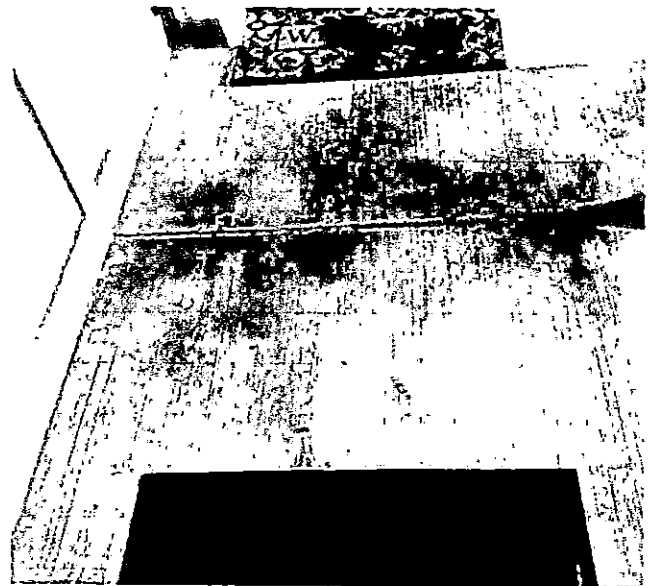
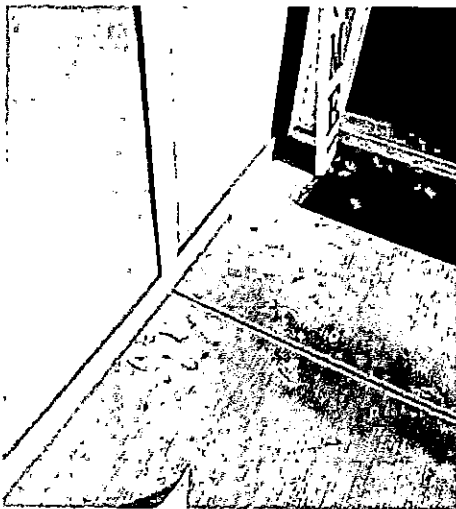
PIC-COLLAGE

1st
Clean up

5/30/23

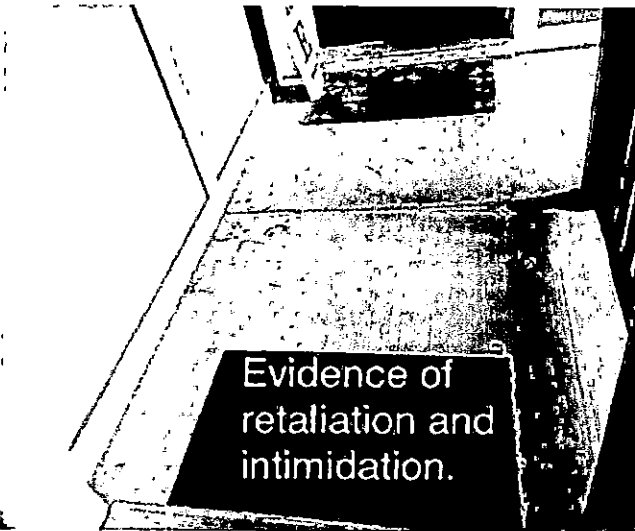


Tuesday • May 30, 2023 • Adjust
6:48 PM

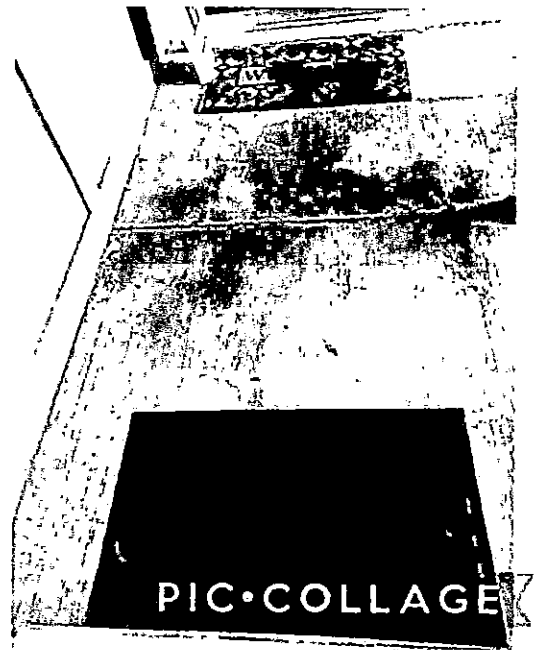


5/31/23

Wednesday • May 31, 2023 • Adjust
4:20 PM 5/30-5/31/23 Before &
After
results from Ground
Cleaner.
Reed requested he go
back to clean.

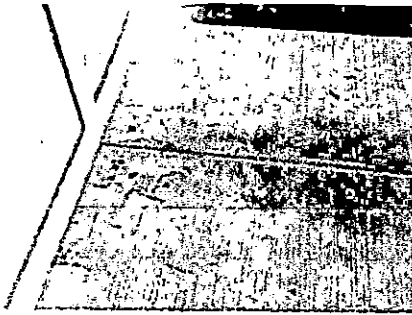


Evidence of
retaliation and
intimidation.

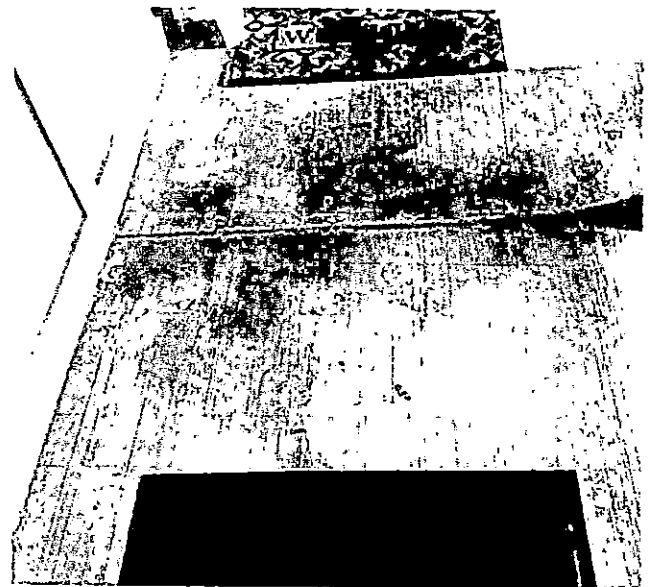


PIC•COLLAGE

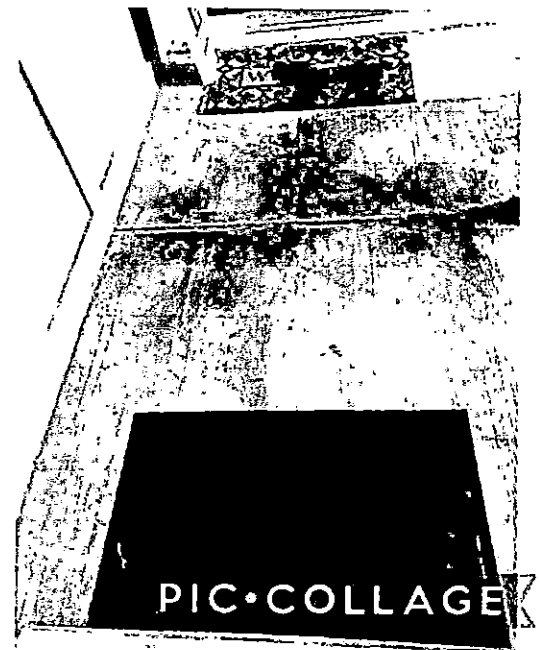
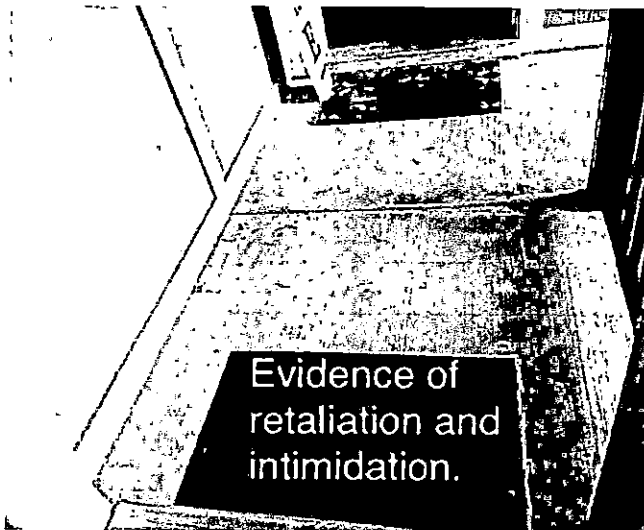
1001 31/23
Retaliation



Tuesday • May 30, 2023 • Adjust
6:48 PM



Wednesday • May 31, 2023 • Adjust
4:20 PM 5/30-5/31/23 Before &
After
results from Ground
Cleaner.
Reed requested he go
back to clean.



5/31/23 @ 5:09 PM

Memoranda
weekend

Re: Your maintenance request has been completed!

From: Tonya E. (tonyae411@yahoo.com)

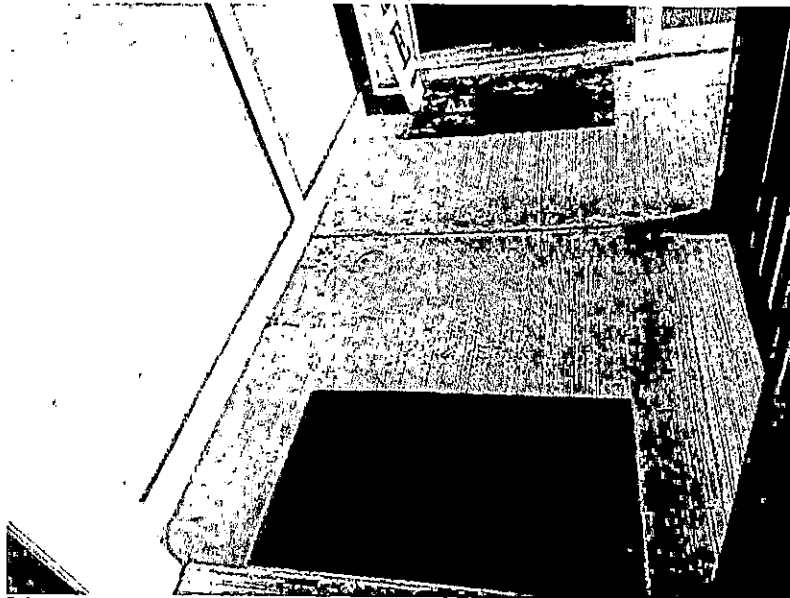
To: reed_cornelison@edwardrose.com

Bcc: tonyae411@yahoo.com

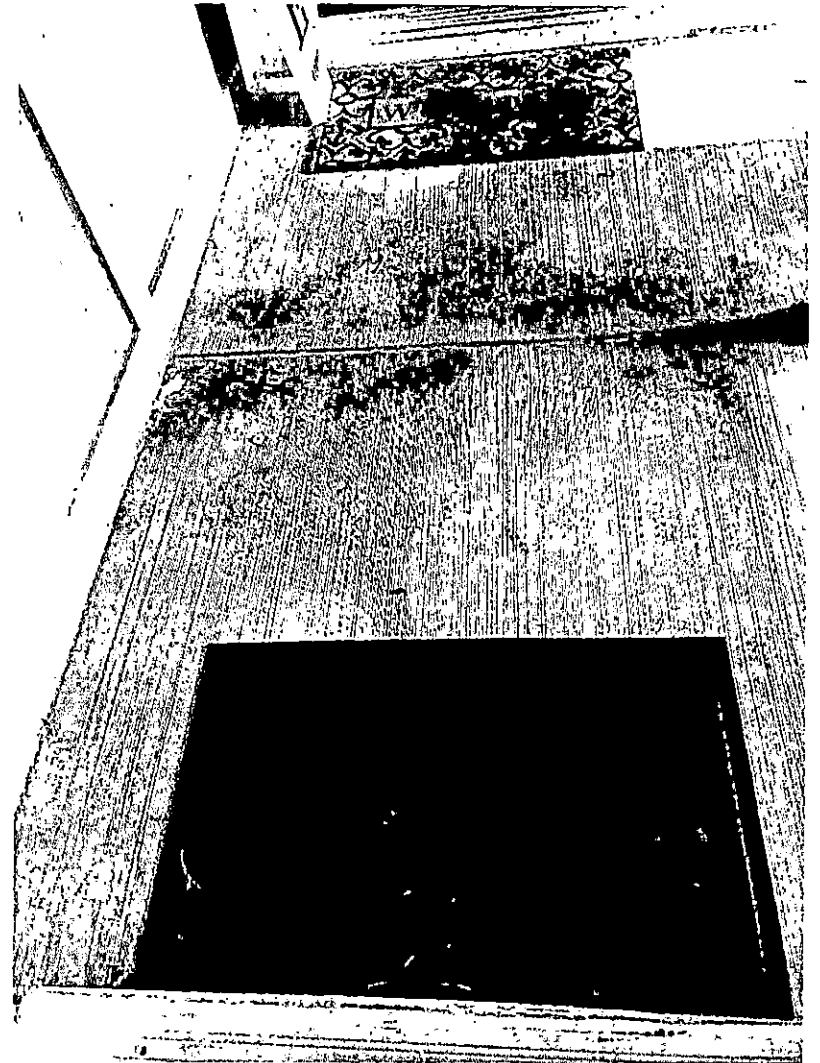
Date: Wednesday, May 31, 2023 at 05:09 PM EDT

Hi Reed,

Just so you have on record of what was done after order to remove bird droppings.

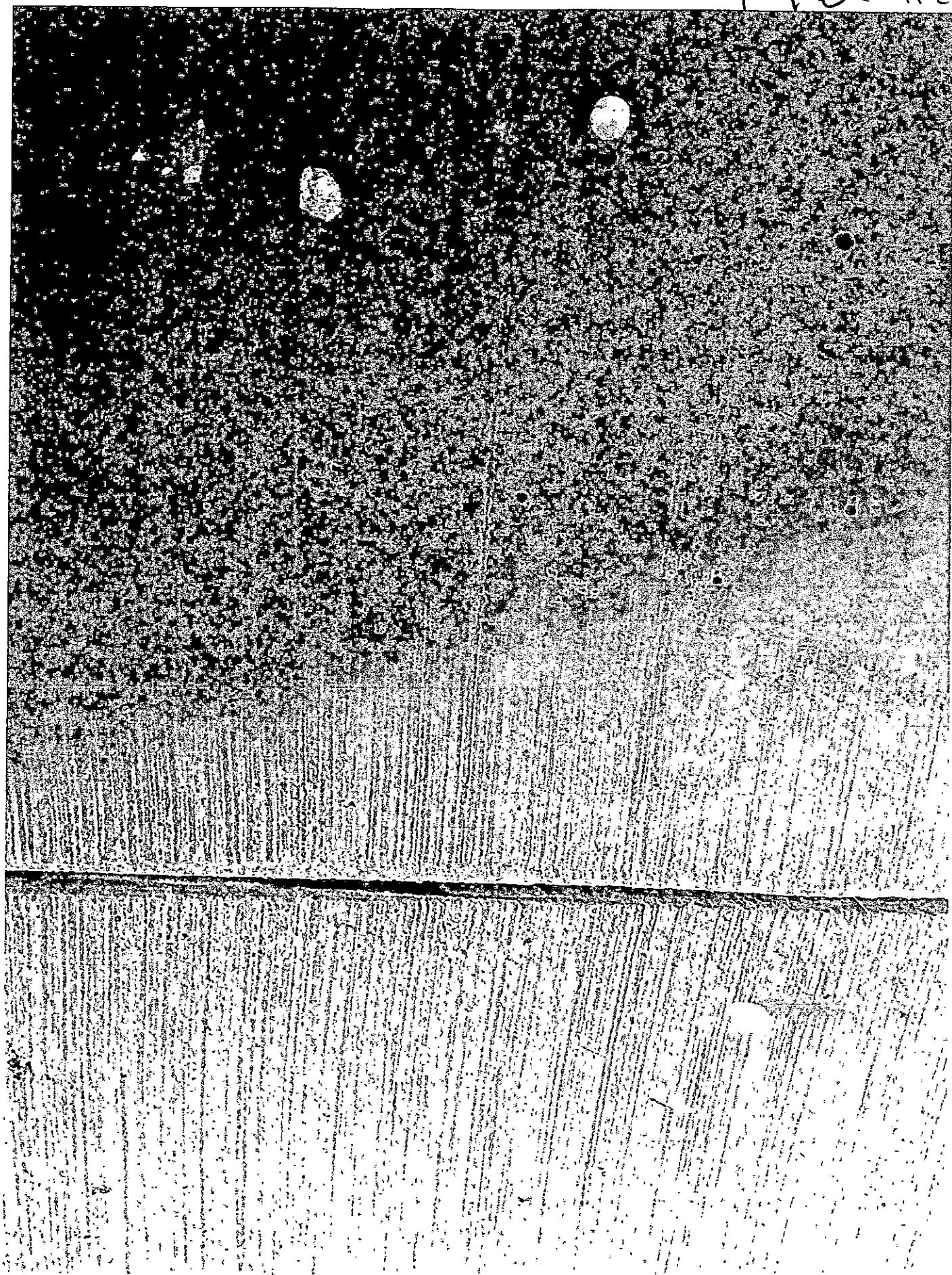


Before

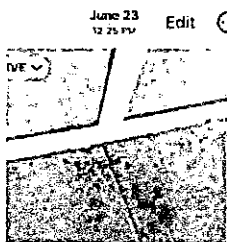
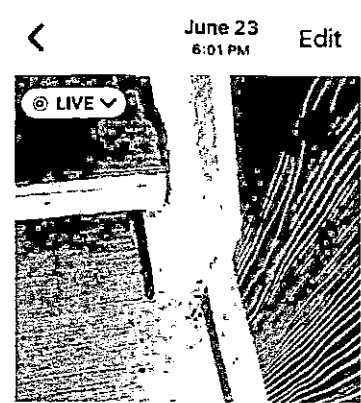
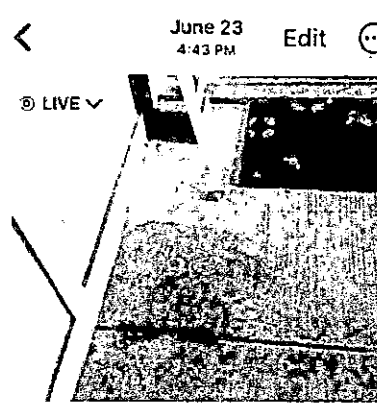
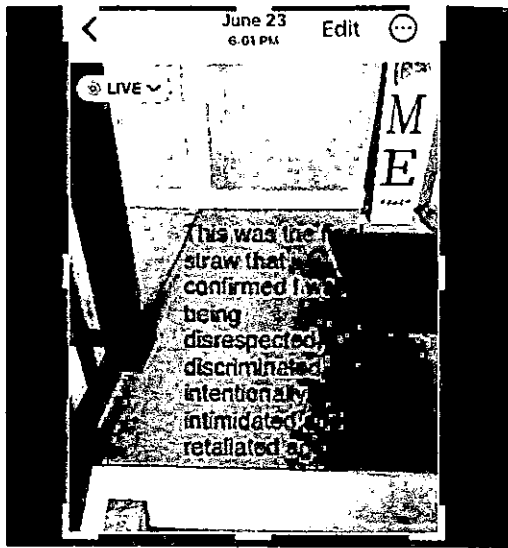


After

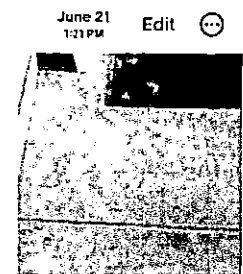
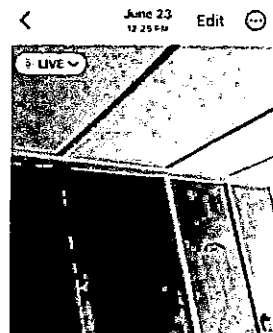
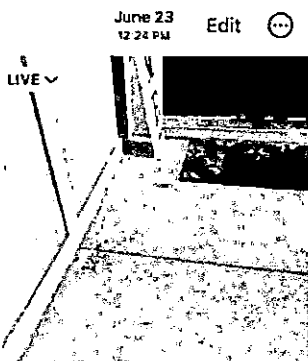
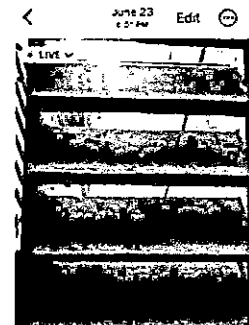
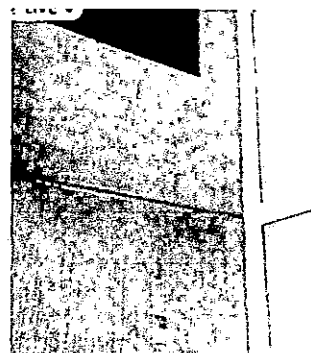
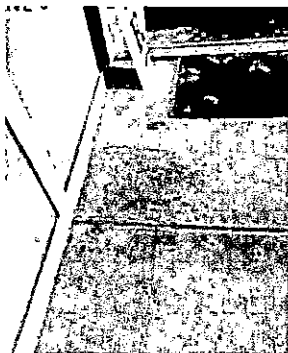
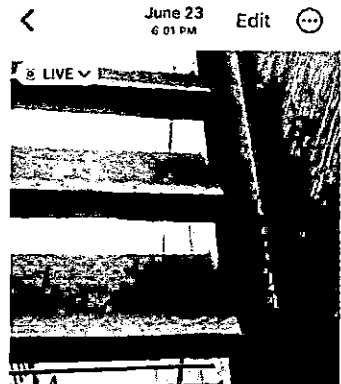
6/15/23 (W) 11:24 am



6/23/23



This is the 2nd cleanup catastrophe by ground cleaner. He didn't come back as Reed requested



6/21/23
PIC COLLAGE

Tonya Ellington 6/23/23 Bird poop/3rd Flr Not cleaned this week

6/23/23

From: Tonya E. (tonyae411@yahoo.com)

To: reed_cornelison@edwardrose.com; traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Friday, June 23, 2023 at 05:31 PM EDT

Hi Reed,

I'm past disgusted that I have to again report the lack of cleaning of my 3rd corridor. It's past being disrespected which clearly shows the lack of respect for my residency at Emerald Creek.

I came in on Wednesday 6/21/23 to inform you of the status of the bird nest. I also emailed you the pictures and a video.

Today 6/23/23 heading out to handle my errands I noticed the bird poop wasn't removed on 6/21/23. Now it's worst.

Upon entering to retrieve my package first I came to show you the today's status. Dana was speaking with you upon my arrival. After your conversation with Dana, I showed you the filth on the 3rd floor grounds. I even stated my floor still wasn't cleaned even if they claimed to have been.

Dana stated he would have the maintenance person clean it after lunch. Well, I returned back home around 4:30 and seen they did the same mess of a job from two weeks ago. I'm totally disgusted and taking it personally now.

What would make them think this is okay. Do they live in filth? I don't and my time here has been nothing but issues. I moved here with the promises of it being a Luxury Brand New Community. (Before you became the Property Manager.). It has gotten worst with the maintenance except for Brian.

As I spoke with you on Wednesday 6/21/23 about breaking my lease early, this is due to my living conditions and lack of handling all repairs correctly rather than having multiple unknown people into the apartment I paid to live. I moved here to find peace, instead my peace and safety has been compromised.

I even was looking into moving into ER&S adult 55+ Community, but after how I have been treated here, I have crossed that potential off.

As I stated earlier today, after I receive my renewal lease, I will submit my move out date. I should not be penalized for any early move out as Emerald Creek byways of Edward Rose & Sons hasn't provided what was promoted when I signed my lease in October 2020. If things were as they claimed it would be, I wouldn't have to move and spend extra fee for moving.

This is so unacceptable. Apparently, the maintenance team outside of Brian cares about their work and residents.

Please know this doesn't reflect you or the office team. You all do your jobs professionally and too many times outside your job positions.

Attached are pictures from today before I left your office and after my return approximately 4:35 pm. Also spider webs on the railings which also proves my floor wasn't cleaned. I'm done being Molly Maid for my corridor when I'm not an employee but a resident that cares where and how I live.

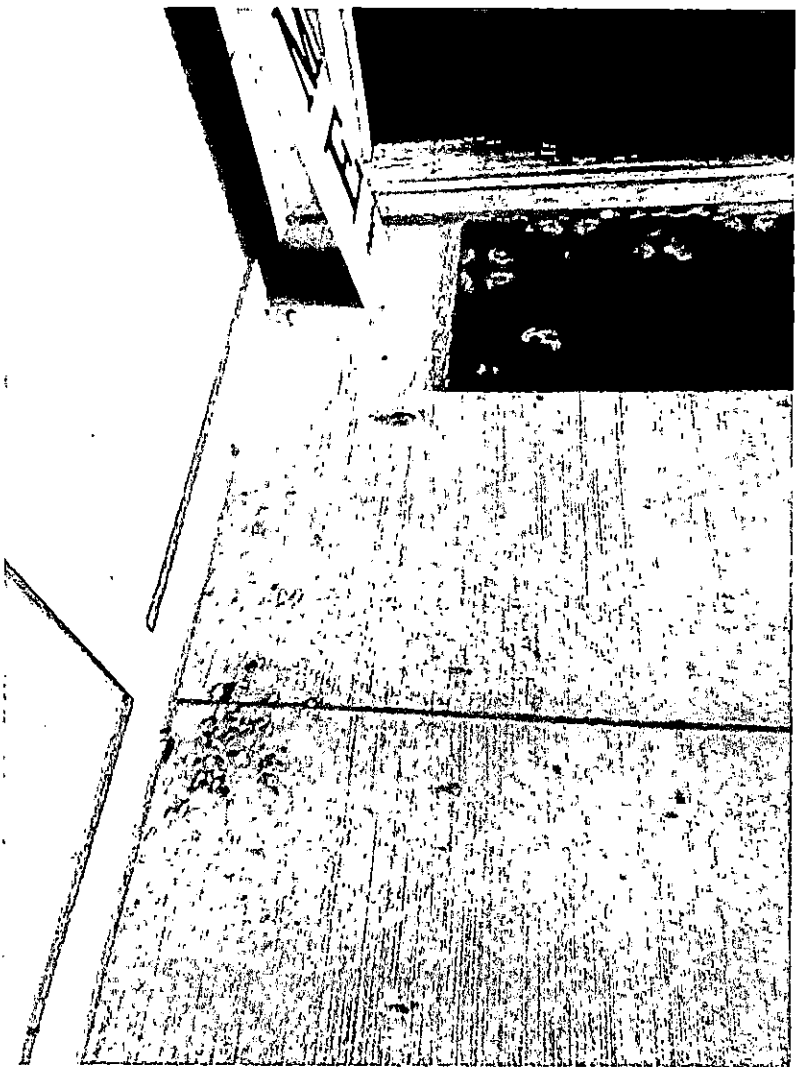
I don't appreciate the workmanship of the maintenance team, as it's clearly tell me that don't care. It's actually a form of bully. I can't be bullied and their tactics don't put an ounce of fear in me. They need to do their jobs or find a dump to work that will fit their lifestyles. Enough is enough.

Thank you for your assistance and patience, but this is beyond your job duties.

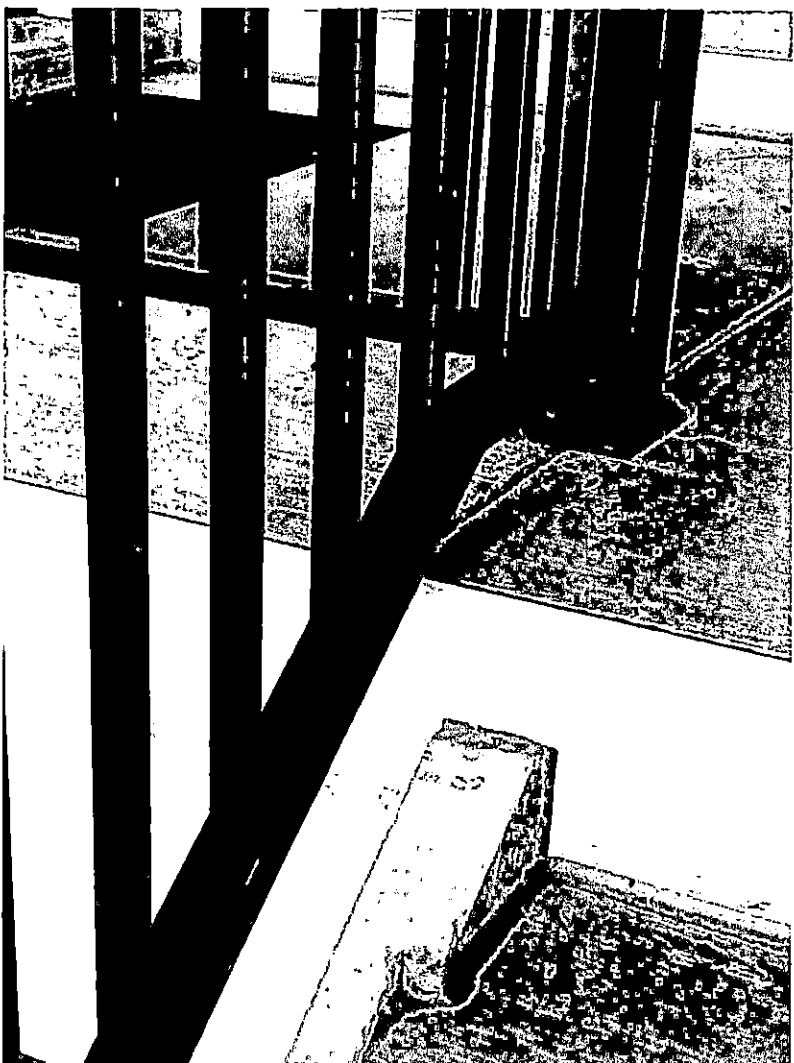
I have attached it to Tracy as well.

Have a blessed, safe, healthy and celebration of life weekend.

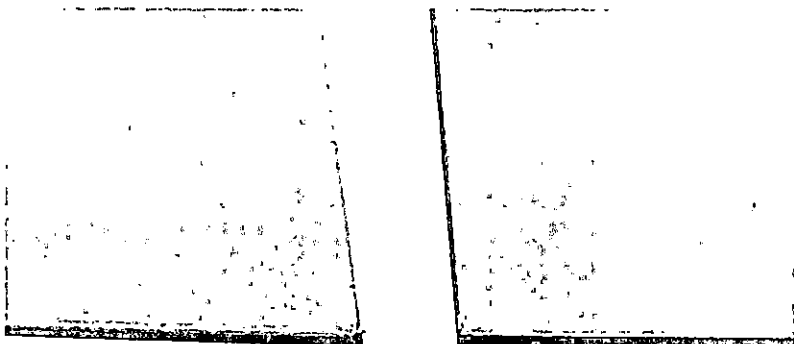
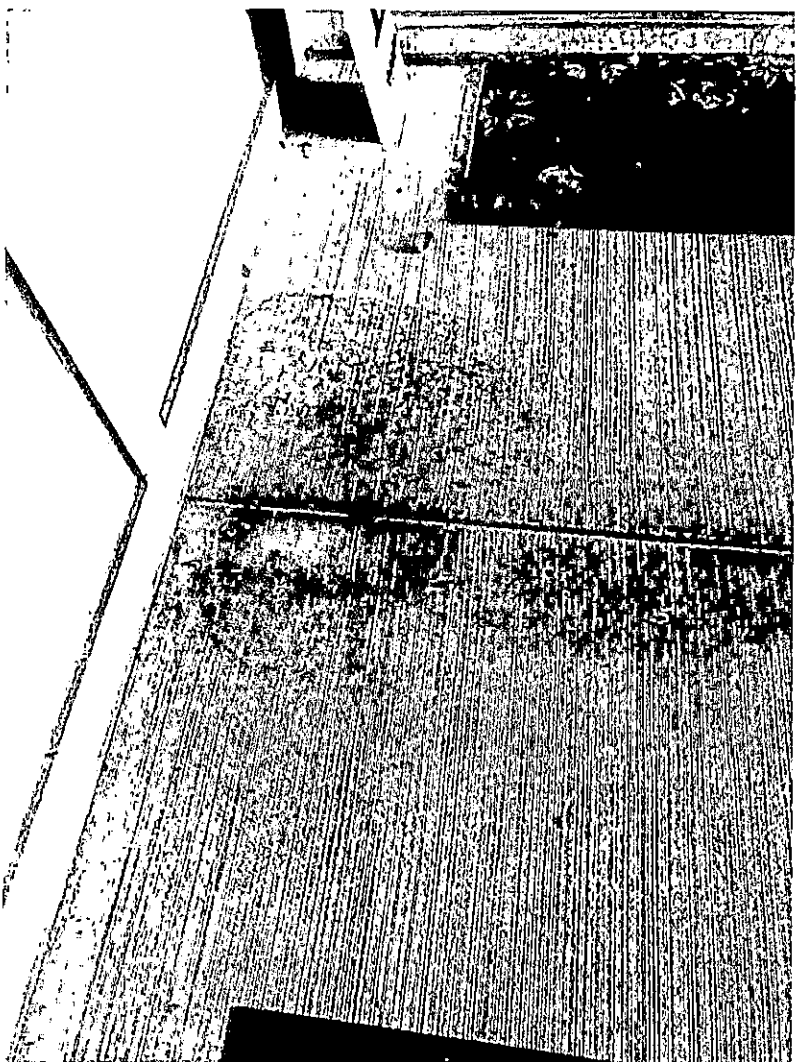
Respect Given Always,
Miss Tonya Ellington #4313



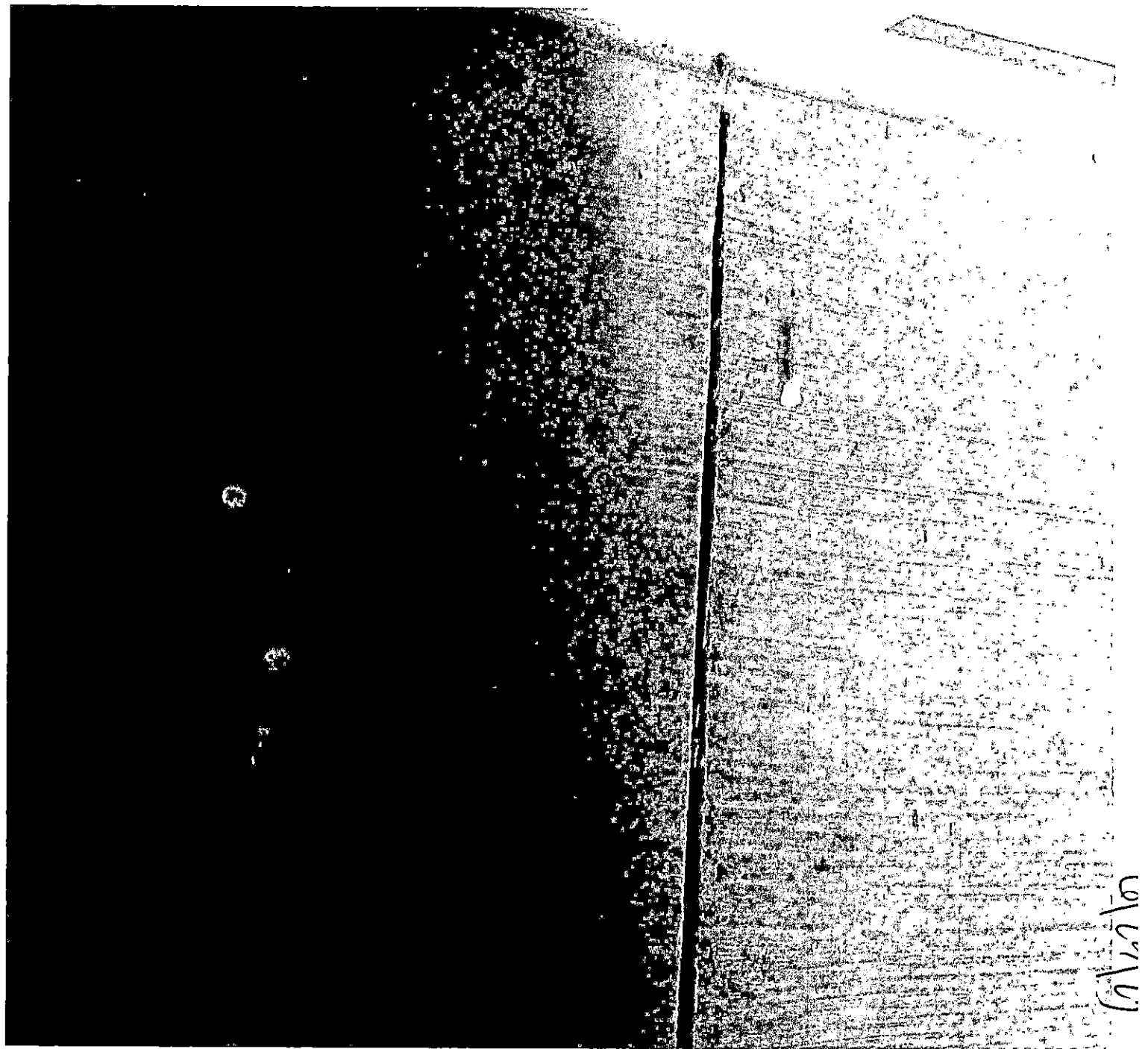
6/23/23



6/23/23



6/23/23

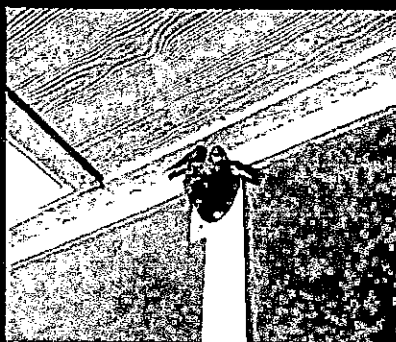


7/3-7/4/23

Monday 7/3/23



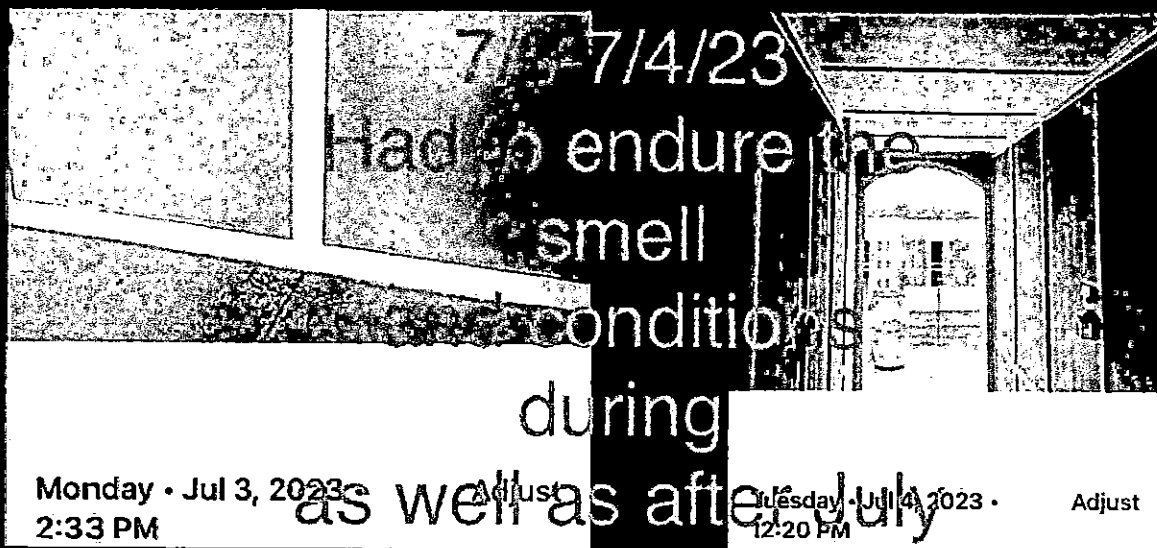
Tuesday • Jul 4, 2023 • Adjust
12:20 PM



Tuesday • Jul 4, 2023 • Adjust
12:20 PM

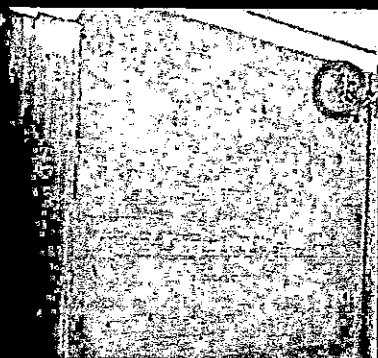


Tuesday • Jul 4, 2023 • Adjust
12:09 PM

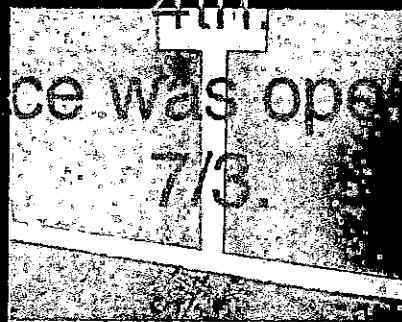


Monday • Jul 3, 2023 • Adjust
2:33 PM

Tuesday • Jul 4, 2023 • Adjust
12:20 PM



Tuesday • Jul 4, 2023 • Adjust
12:20 PM

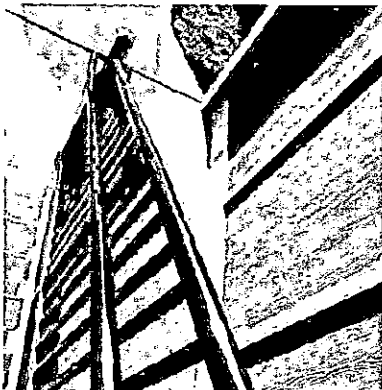
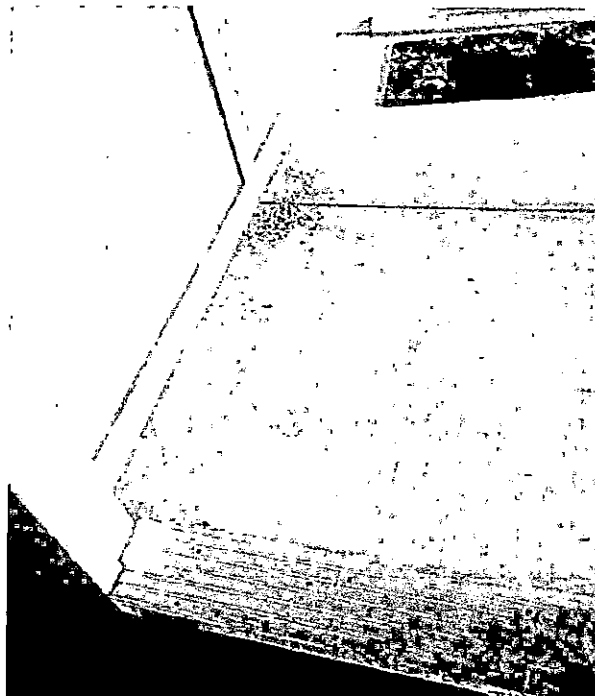
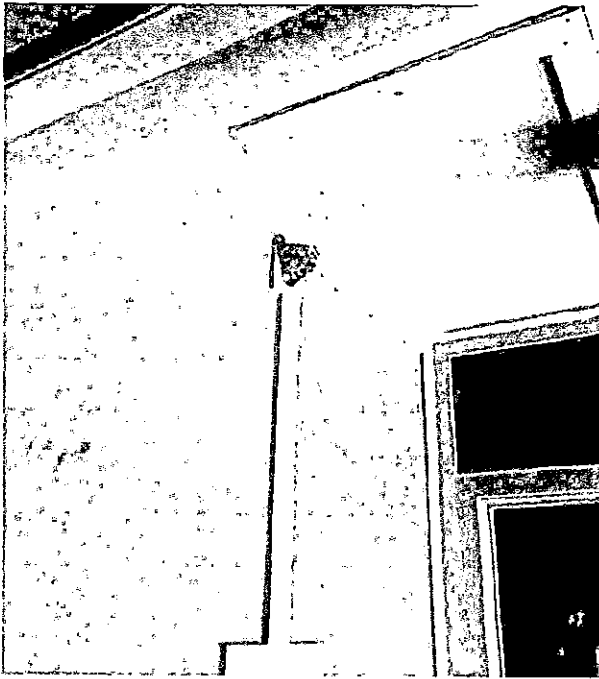


Monday • Jul 3, 2023 • Adjust
2:33 PM



PICCOLLAGE

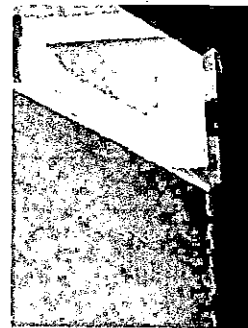
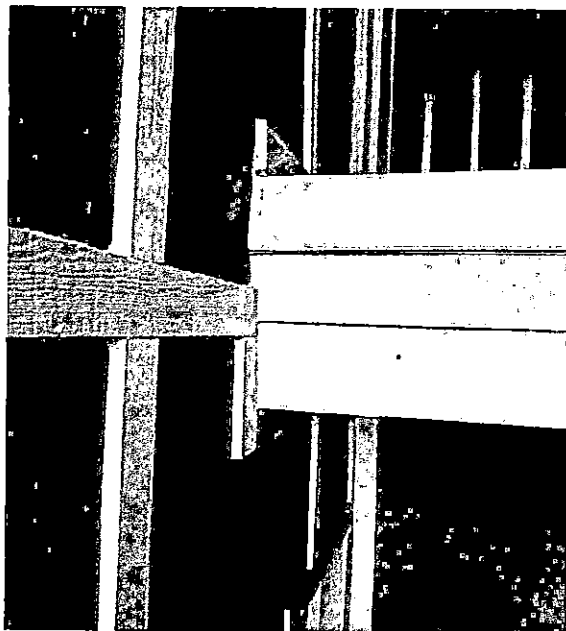
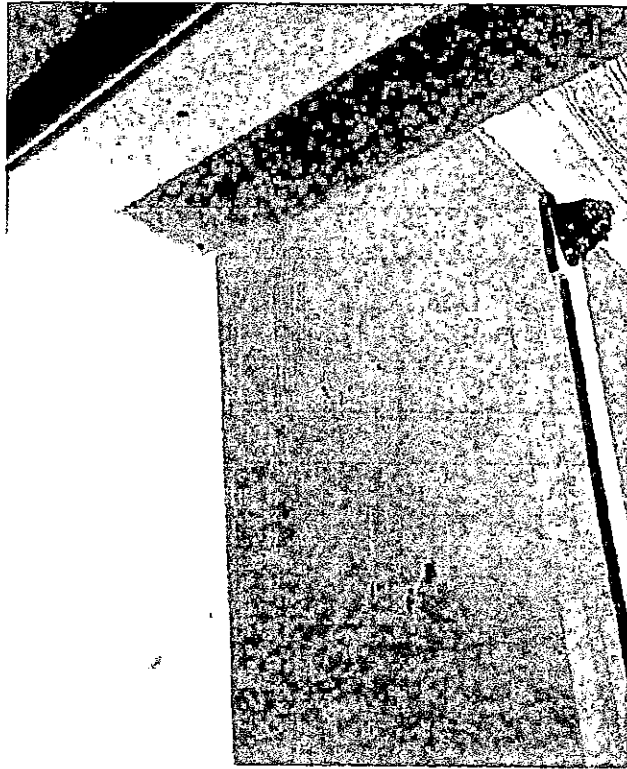
7/6-9/23



7/6-7/9/23

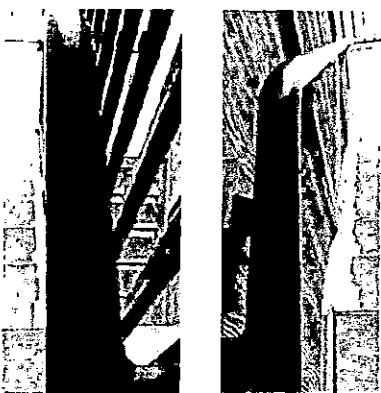
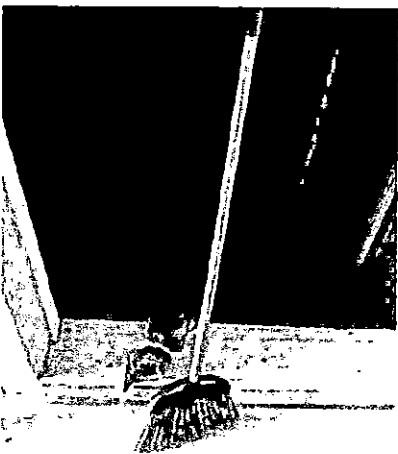
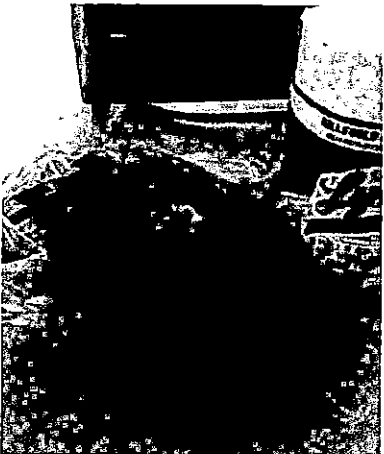
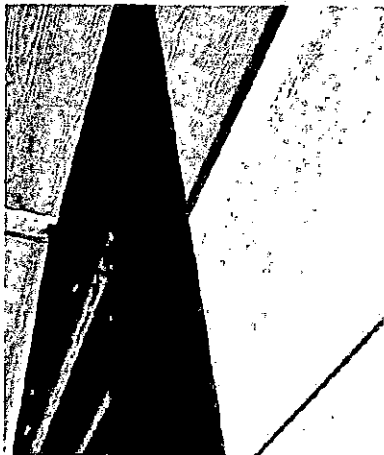
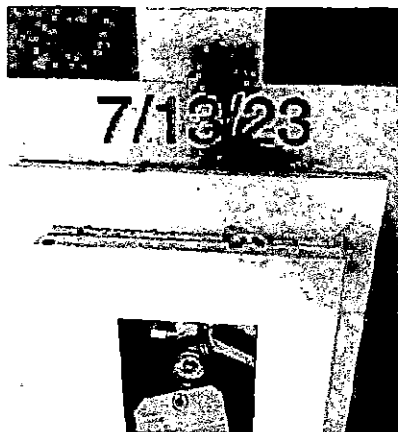


11/11/23



11/21/83 I was disgusted

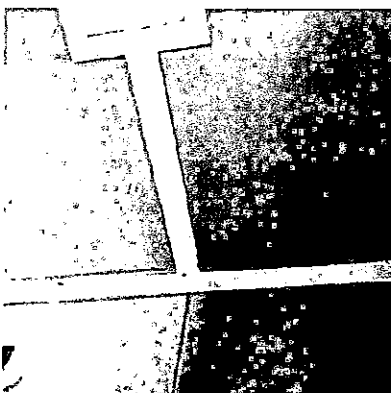
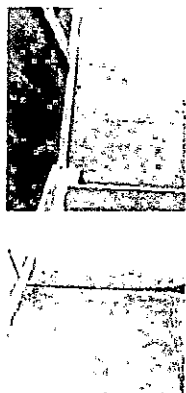
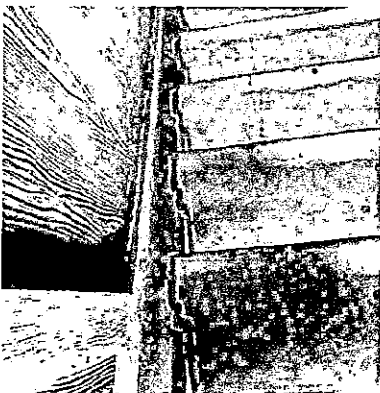
&
the
dirty
conditions
elevated
my
anxiety
&

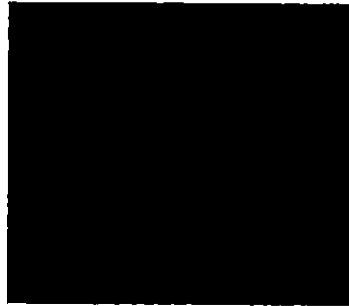


7/16/23



7/16/23





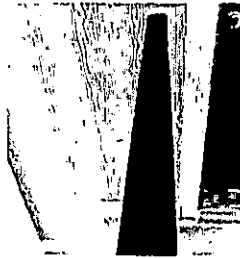
Decided to record as evidence for court. They have walked upstairs since Bldg Inspector and bird nest removal. Retaliation.

Tuesday • Aug 22, 2023 • Adjust
11:06 AM



Dead bugs, spiderwebs and dust remains on railing. 8/22/23.

Tuesday • Aug 22, 2023 • Adjust
12:04 PM



Dust particles remains 8/22/

Tuesday • Aug 22, 2023 • A
12:05 PM



Spiderwebs remains between steps walking upwards to 3rd Floor.

Tuesday • Aug 22, 2023 • Adj
12:07 PM



Large spiderweb remains. How did Zach not see this when it's in plain sight? 8/22/23

Tuesday • Aug 22, 2023 • Adjust
12:07 PM

PHOTO COLLAGE

8/22/23

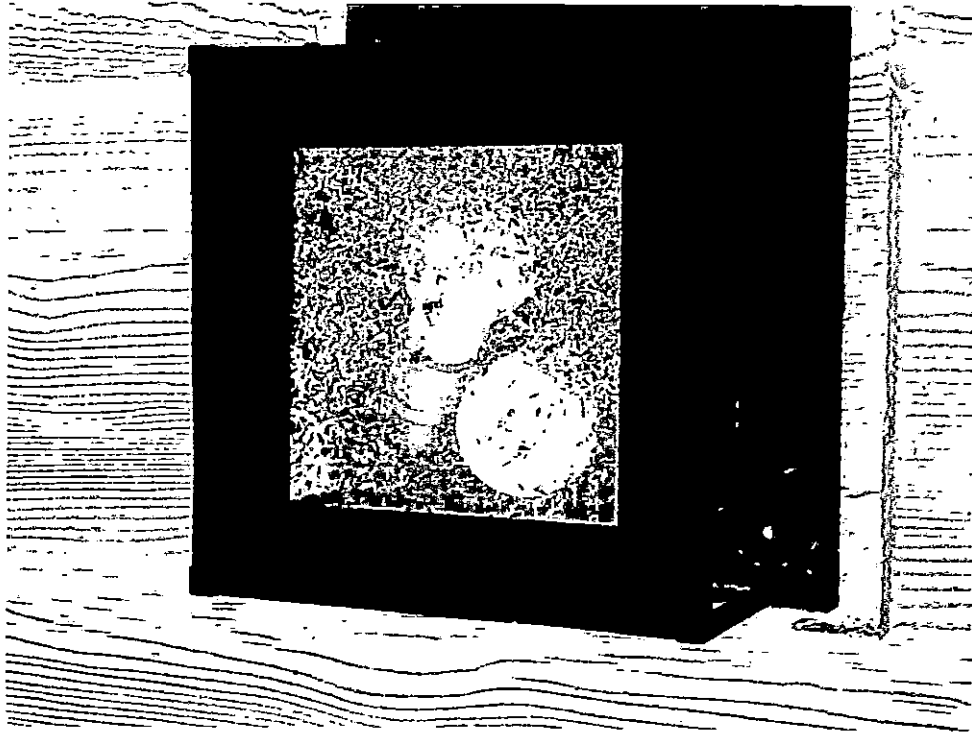
8/22/93

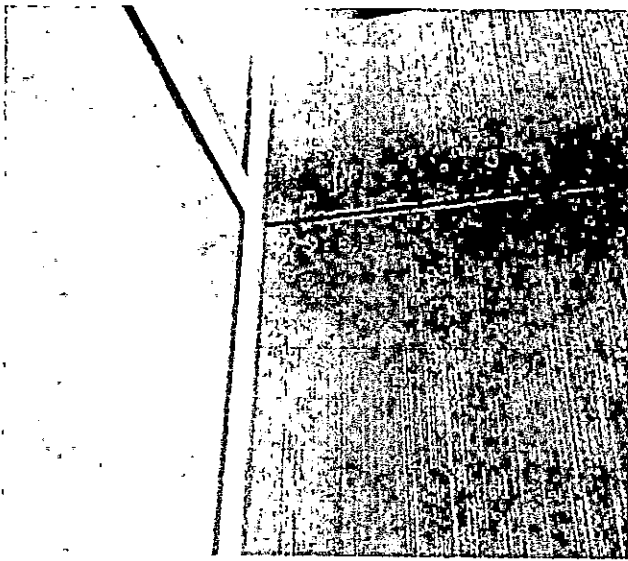
light
fixture

was only
cleaned once!!

Annual since
Jan Feb 03

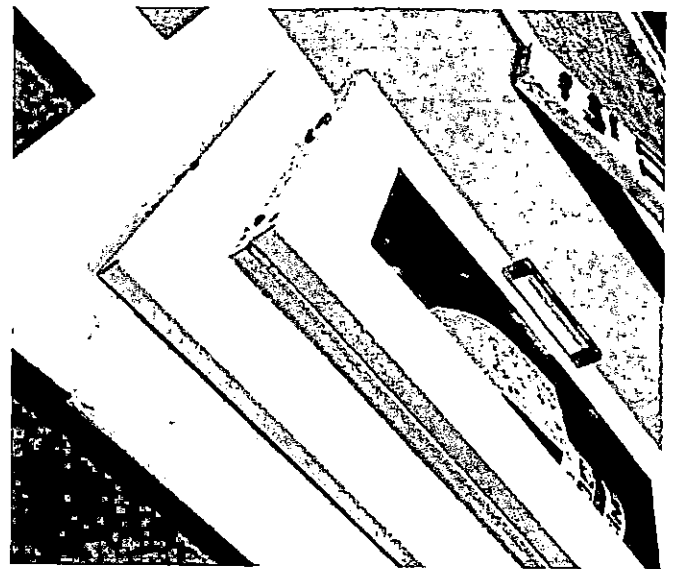
Nothing!!





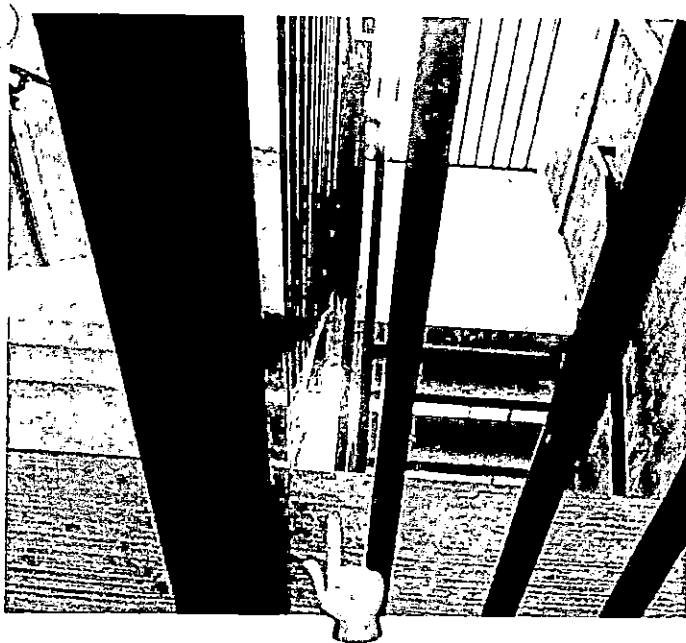
Dried bird feces remains after Zach cleaning byway of blower 8/22/23. This is also after my email response to Traci 8/22/23.

Tuesday • Aug 22, 2023 • Adjust 12:04 PM



Dried bird feces remains after Zach cleaned the grounds only with blower.

Tuesday • Aug 22, 2023 • Adjust 12:04 PM



Spiderwebs remains.

Tuesday • Aug 22, 2023 • Adjust 12:04 PM



Better view of growing spiderwebs from ground level looking upward.

Tuesday • Aug 22, 2023 • Adjust 12:09 PM

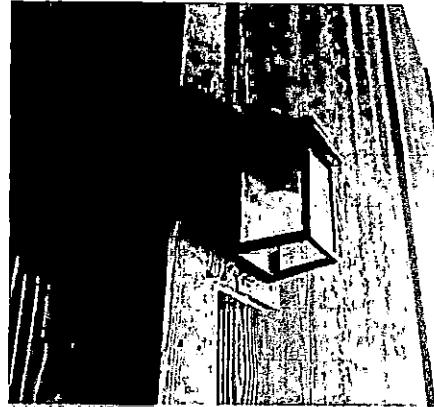


8/22/23



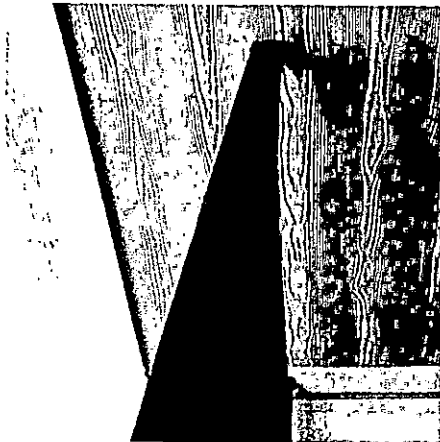
I watched Zach blow the spiderweb away but left residual. Why not have a cleaning clothe to whip down the stairwell railings? Neglecting common areas as usual.

Tuesday • Aug 22, 2023 • Adjust
12:04 PM



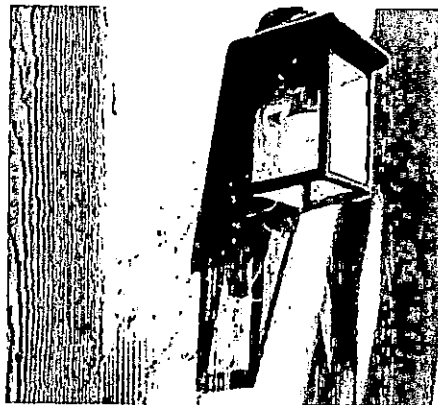
Spiderwebs remains. How did Zach not see this? Why was it again ignored?

Tuesday • Aug 22, 2023 • Adjust
12:07 PM



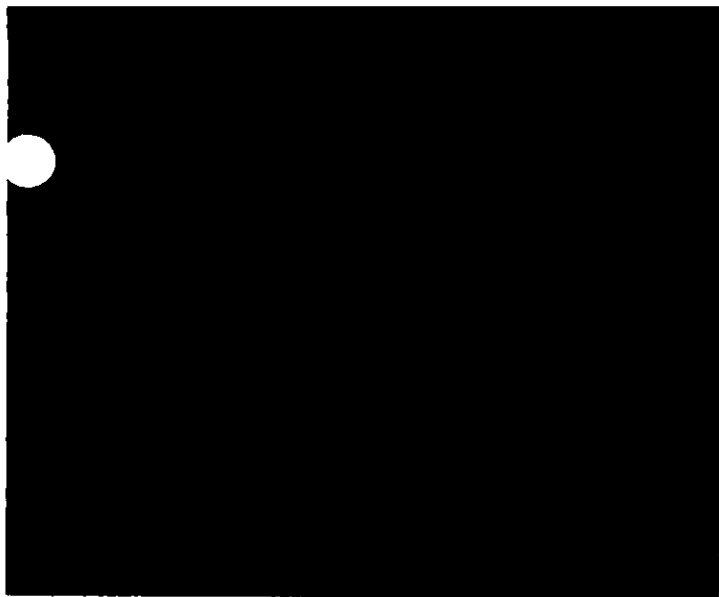
Railing remains covered with dust particles.

Tuesday • Aug 22, 2023 • Adju
12:08 PM



Remains on ground level for every person to see walking upstairs to entering the corridor. No excuse to EC negligence.

Tuesday • Aug 22, 2023 • Adjust
12:09 PM



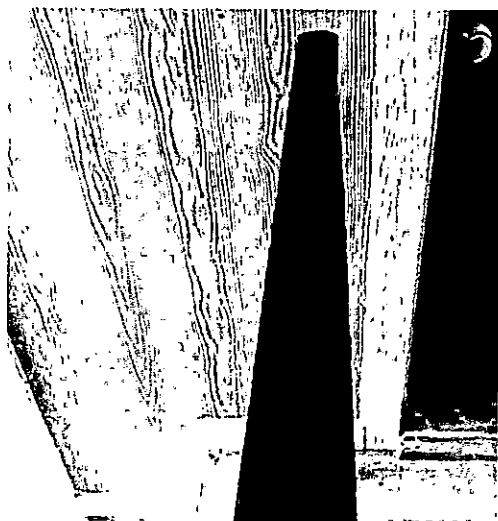
Decided to record as evidence for court. They have walked upstairs since Bldg Inspector and bird nest removal. Retaliation.



Dead bugs, spiderwebs and dust remains on railing. 8/22/23.

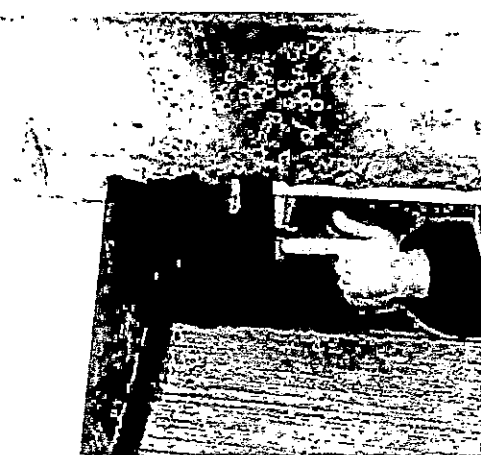
Tuesday • Aug 22, 2023 • Adjust 12:04 PM

Tuesday • Aug 22, 2023 • Adjust 11:06 AM



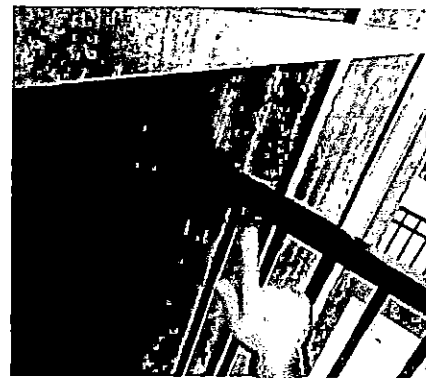
Dust particles remains 8/22/

Tuesday • Aug 22, 2023 • A 12:05 PM



Spiderwebs remains between steps walking upwards to 3rd Floor.

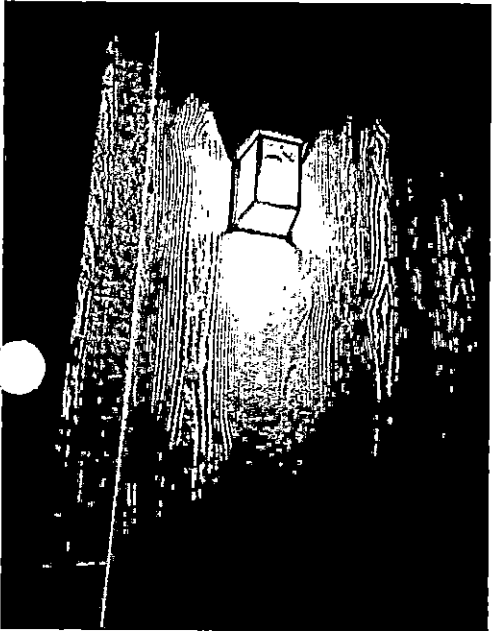
Tuesday • Aug 22, 2023 • Adj 12:07 PM



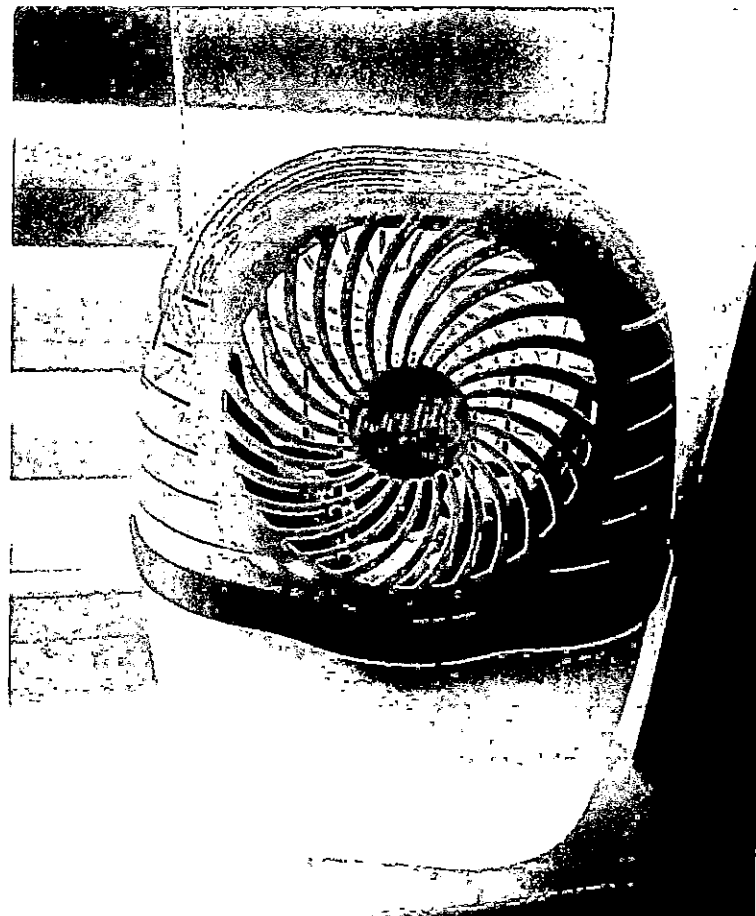
Large spiderweb remains. How did Zach not see this when it's in plain sight?! 8/22/33

Tuesday • Aug 22, 2023 • Adjust 12:07 PM

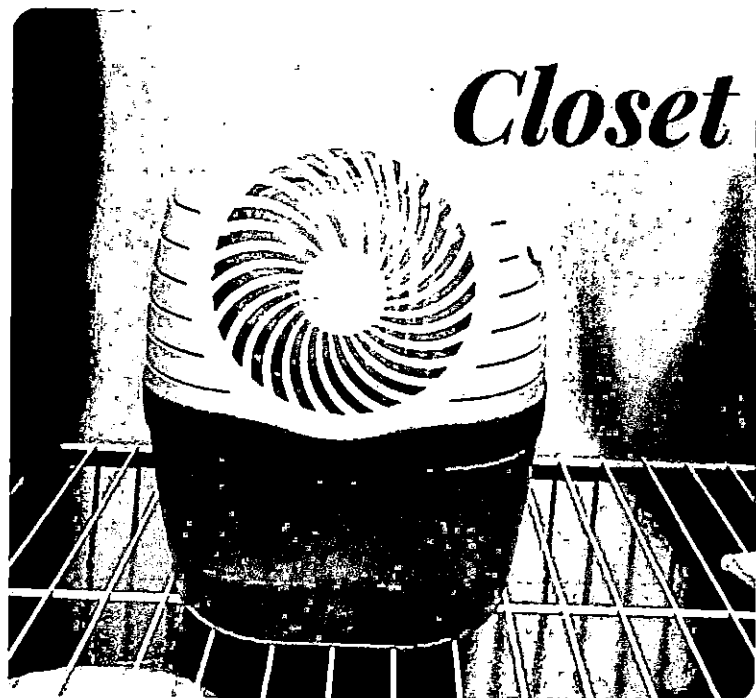
PIC-COLLAGE



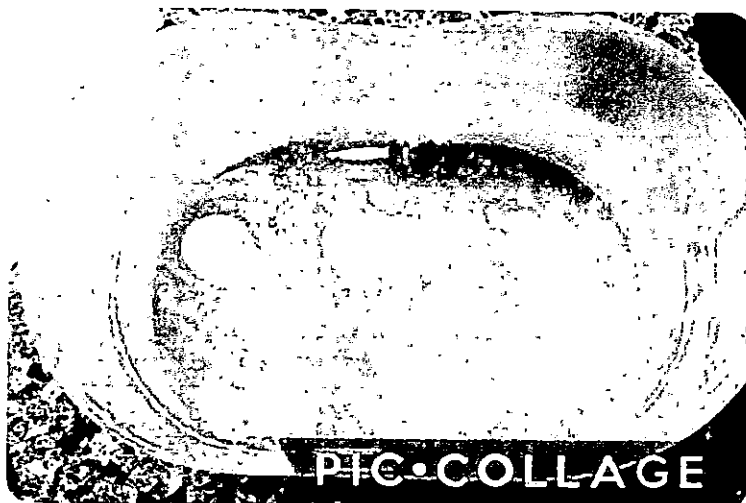
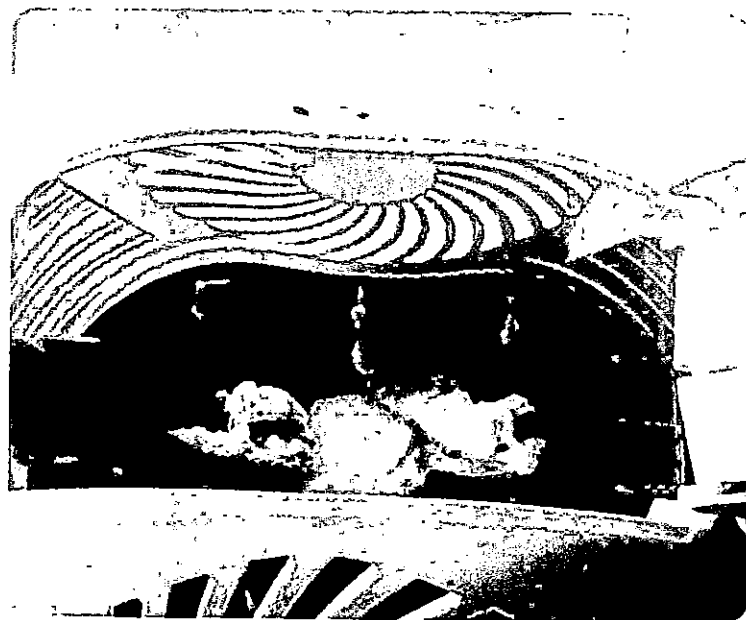
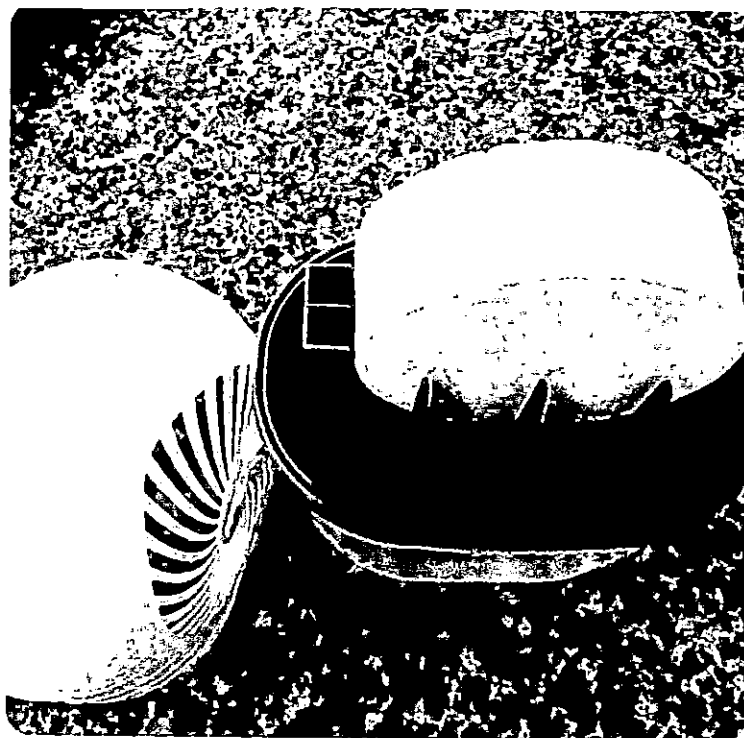
9/17/23



*Bedroom
6 weeks later*



Closet



PTC • COLLAGE

physical being.

S/N, I removed my artwork off the wall opposite the laundry room and discovered the ceiling is cracking again. Attached are two pictures of which you may have to zoom in to see.

In closing, it's approximately 3:41 P.M. I am now hearing the corridor undergoing the Power Wash we were notified through email on 06/26/23. Hopefully the grounds, steps, exterior walls and stairwell rails will be cleaned from the construction residue. The last Power Wash was done in 2021. We were promised by email last July 2022, but it never occurred. Just a suggestion, being that the bird nest can't be removed maybe placing a bag or cardboard box onto the wall to prevent it hitting the fire extinguisher box and grounds. Efforts are appreciated.

So, this completes my email for the purpose of recording my apartment access needed due to the first bathroom tub not properly sealed along with hardware in its plastic bag left inside the time drainer.

No fault of my own as a resident. Lastly, Traci, I ask that you reinforce Dana and Mike to say, anything to me, for the duration of my residency at Emerald Creek. As I was leaving the office after handing over my July/August rent to Jessica and briefly speaking with Reed, Dana was sitting at the desk of Anesha/Mini. I said appreciation to everyone, and he had the audacity to say "Hello" with a big smile on his face to me." Let me make it perfectly, he is the main cause to my discord at this time since my encounter with him last July. Prior to his employment here, I have not had any issues with any of Emerald Creek employees. (This doesn't dismiss all of my complaints due to repairs and etc.)

Mike, is also, added due to me not knowing who he was until I came into the office several months ago to speak with Reed and both Mike and Dana were present. I was cordial, because I have years of experience with interpersonal relationships. When I finally was able to put Mike face to his name, I was baffled as to the lack of cooperation of my ceiling and other issues as Mike had been in my unit countless times. I had not known he had been promoted to the Maintenance Supervisor or that the initial Maintenance Supervisor and crew had all left their position here. Knowing what I know now, and having both of them not following through as both their job descriptions entails, it's no wonder, the Groundkeeper(s) are not performing as they have been hired to do. I put 100% fault on Dana and Mike. I personally never see either doing anything except when I see them at Emerald Creek clubhouse/office. The discord doesn't stem from the residents or your office staff, it stems from again, Dana and Mike.

Now, I have stated my peace and I will confirm the receipt of the email I received earlier regarding my decline of lease renewal. Traci, I surely hope you and your higher leadership, begin to clean house at Emerald Creek. Starting with Mike and Dana. Once done, I wholeheartedly, believe Emerald Creek community and staff will become what was initially marketed when I signed my lease on October 29, 2020. Hold those accountable rather than utilize reverse psychology onto the innocent person(s). Reed, I can't thank you enough for doing your best. This doesn't reflect you as a person nor your performance. You're a phenomenal Property Manager along with Asst. Property Manager Jessica (I can't remember her last name, please forgive me.)

Thank you both in advance for your time. Have a blessed, safe, healthy and celebration of life weekend.

Respect Given Always,
Miss Tonya Ellington #4313



Cracking ceiling opposite laudr room.jpg
833.8kB



tub drainer with plastic and screw.jpg
1.5MB



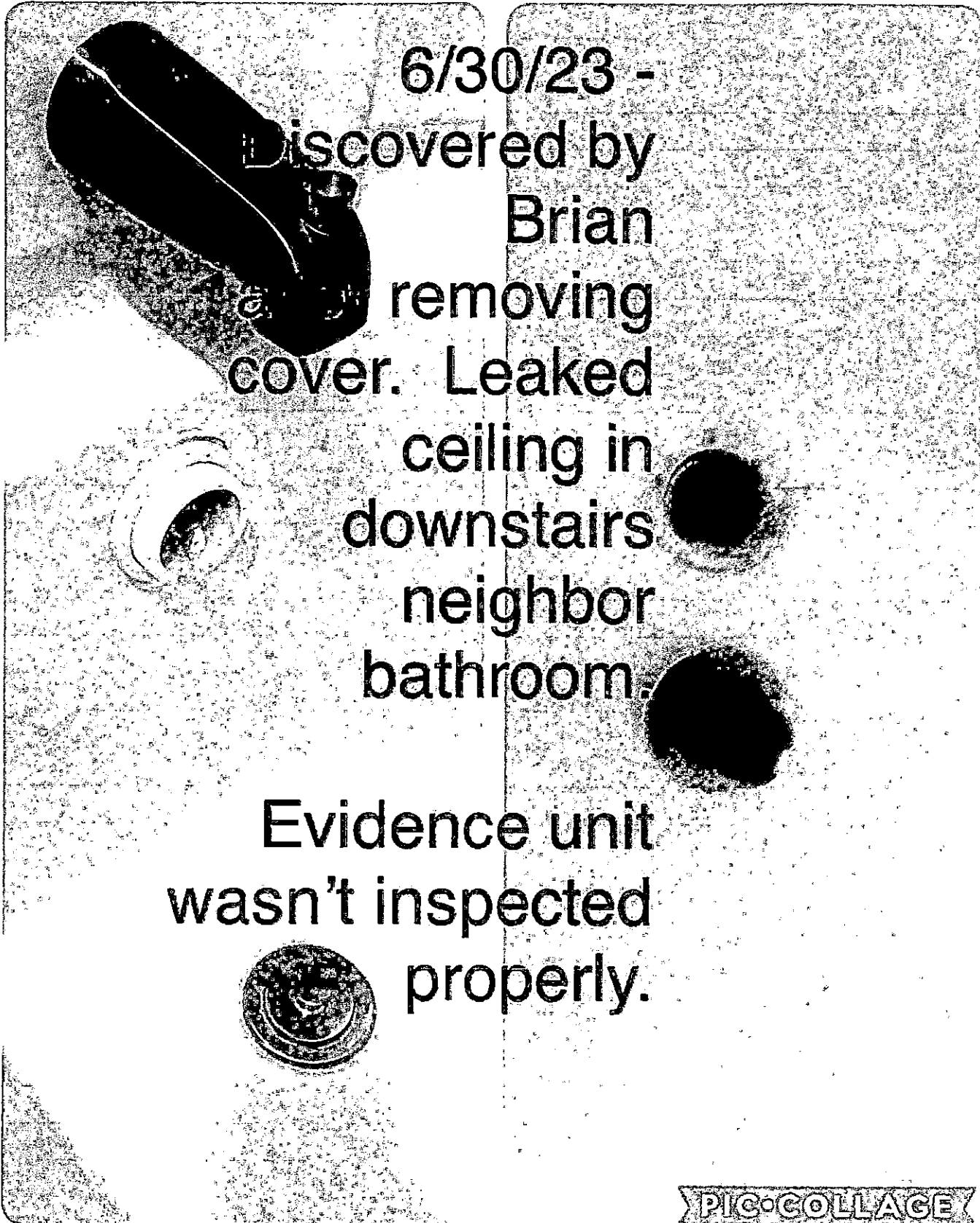
tub leak.jpg
1.4MB



1stbthrtub063023.jpg
1.6MB



cracking ceiling opposite laundryroom.jpg
1.9MB



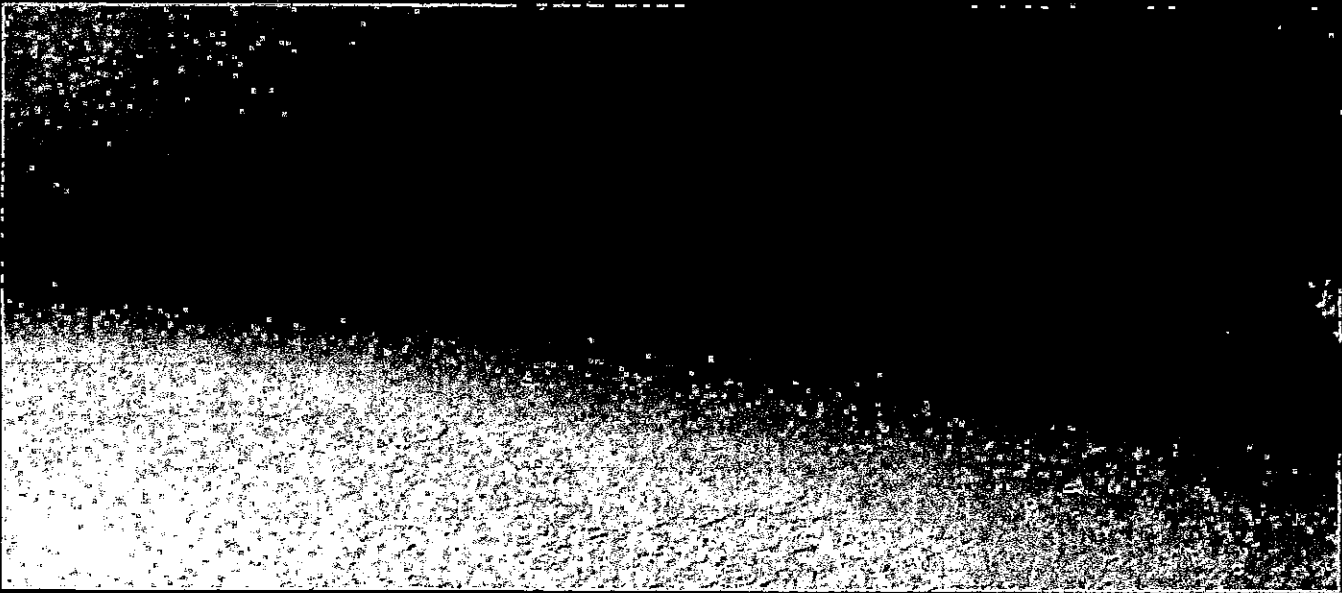
6/30/23 -
Discovered by
Brian
removing
cover. Leaked
ceiling in
downstairs
neighbor
bathroom.

Evidence unit
wasn't inspected
properly.

PICCOLLAGE



6/30/23 Discovered ceiling cracking
again opposite side of laundry room.
Notified Traci and Reed via email.



PIC•COLLAGE

Exhibit 4C
Recent
tenant
review

afeSearch

Emerald Creek Apartments

301 Fairforest Way, Greenville, SC

4.3

129 reviews ⓘ



Luxury Lex
4 reviews · 3 photos

3 days ago NEW

Zero Stars !! Very Unprofessional!! For One We Have Had Baby Snakes On Our Patio , They Said It's Not Their Issue! The Walls Are Very Thin You Can Hear The Ppl Above Use The Restroom If You Wanted To ! Every Time You Call The Office They Don't Answer! Recently Found Mold In Our Tub And We Have Only Been Here 2 Months ! It Showed Up About A Week After Moving In , I Cleaned It ! It Came Back Again And I Put In A Request For Maintenance To Check It , All They Did Was Clean It Like I Did And Basically Told Me Wet Things Get Mold And All They Can Do Is Clean It Because Its A Brand New Tub ! After That We Received A Email Stating That Its A Housekeeping Issue Like Our House Is Nasty Or Something ! How Rude And Unprofessional To Say That To A Tenant !! I Posted Pictures Below To See. Who House Dirty ? Definitely Not Ours ! I Wish We Had Chose The Other Complex Over This One But We Needed To Move ASAP So We Went With Them . Absolutely Hate It Out Here ! You Just Gotta Go In Your House And Mind Your Business Or Else Others Will Mind It For You ! It's A Scam , They Look Nice But Things Fall Apart On The Inside !! Would Actually Give Zero Stars ! Parking Is Wild , Ppl Will Literally Fight For A Parking Spot Close To The Building !! Neighbors Aren't Nice Or Friendly! Ohhhhh And You Can't Have A Ring Camera On Your Front Door But On The Back You Can . What Sense Does That Make ? Ppl Don't Come To Your Back Door , Packages Dont Get Dropped Off At The Back Door ! Like Be Fr None Of The Rules Here Make Sense Here But They Expect Their Little Rent Money Every Month ! They Recently Messed Up Our Portal Too But Took No Accountability For That Either ! We Only Plan To Stay For A Year Or Two Until We Get A House But If We Stay Unsatisfied We Will Move Elsewhere!!! And Don't Comment Under My Review Wanting To Talk Because When We Call The Office Nothing Gets Done ! So Leave The Real Review Here So The Next Potential Tenant Can See !

1/27 1

Ceiling Repair Inquiry Still Not Addressed as Promised

From: Tonya E. (tonyae411@yahoo.com)

To: traci_mccoubrey@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Tuesday, August 9, 2022 at 04:55 PM EDT

Greetings Traci,

I hope you, yours and the entire staff are in great health and spirits.

I'm inquiring about my ceiling to you due to the circumstances of which we discussed on 7/20/22 at Emerald Creek.

During our in office conference I advised you I would be traveling from 7/21 through 7/24 to return home on 7/25/22. I also noted I would be home for entry on 7/26/22 for the leaking ceiling to be inspected.

On 7/26/22 Brian came and captured several pictures of what the ceiling look like as of that date. I advised Brian, that Mike was familiar since he was present several times from the repair order in March through April 2022. The initial leak started in late January 2021.

On 7/27/22 approximately 12:26 pm I retrieved this maintenance note on the door. I must note I was home and available to be addressed in person.

I read the note and waited as it stated, "Mike said we will need to go in the attic while it's raining then can repair ceiling."

I waited in hopes after it rained several times since then, we would be able to move forward as promised.

As of today 8/9/22, I haven't heard back from anyone.

Now that Alyson my initial contact person is no longer employed here, who do I go to?

I was in the office briefly today, to show Lauren something and the new property manager walked in without a word. I've seen him before while being in the office briefly and he is not approachable.

Since, my incident with Dana, as well as knowing the truth, I am not sure as to who to speak with at this point. As a resident I shouldn't feel uncomfortable to address my issues

Dana

with the apartment when they're validated.

I'm I being treated without concern as a retaliation? Am I being targeted to be forced out of my place I call my sanctuary because I inquired about maintenance and proper property cleaning gone wrong? Is this an Emerald Creek tactic to get me to move out and then the ceiling will be repaired correctly?

Prior to my incident involving Dana, I didn't have any issues with any of Emerald Creek Staff. I stand corrected, former supervisor Tom, which also dropped the ball in addressing the leaking ceiling in March which delayed into April 2022. This was the same timeframe I met you in person at Laurel Woods. Unbeknownst to me, when I called the day before to leave a compliment regarding Alyson and Jermaine you were I route to Emerald Creek.

This is causing my anxiety and depression to elevate. I have n(ever) in my almost 30 plus years of being a renter or homeowner dealt with this type of relationship with any landlords/property management. My doctors has already been informed.

Attached you will find the door notification that Brian left. I must say, "Brian is a great asset to Emerald Creek." He fixed what should have been done by the construction team in 2020/21.

Being that Mike is the maintenance supervisor over Brian, whose responsible for dropping this matter?

I look forward to your response. I rather handle this matter between Emerald Creek and myself. This shouldn't have to go further into any legal processing.

I have enough unwanted stress in my life as an invisible disabled retiree.

I, thank you in advance for your assistance, time and resident care.

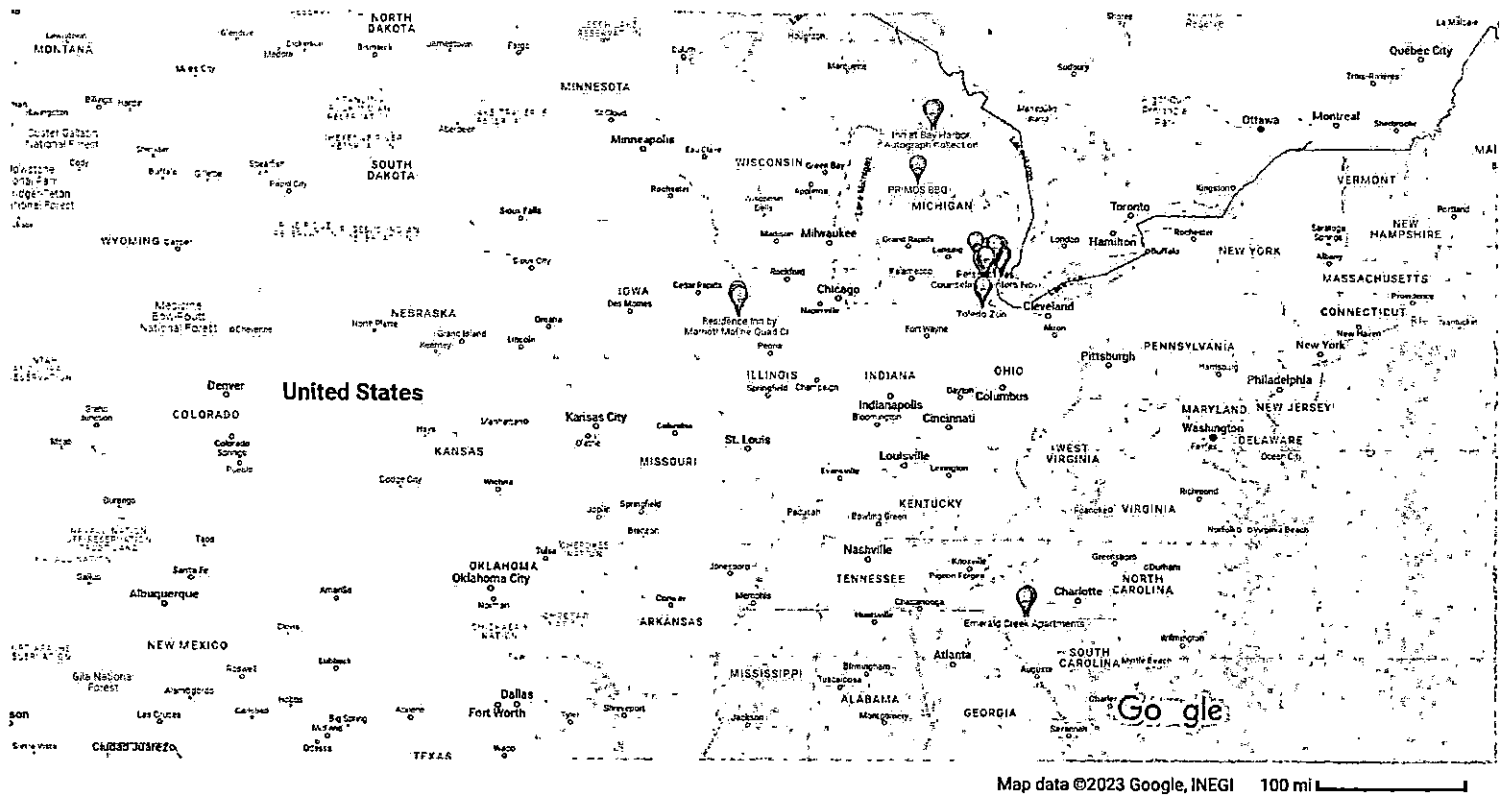
Respect Given Always,
Miss Tonya Ellington #4313

A Retaliation

8/9/22
4:55 PM

Advised of eleva
of m
ments
heat
being
dealer
w/ EC
Staff

EXHIBIT 10
Still not
Completed
As promised
from March to April



Perspectives Counseling Centers...
Psychotherapist
PLACE DETAILS



Traci McCoubrey

①

4 years ago

It is really sad that all the reviews are fake. Thank you to the reviewer that pointed out that every person posting 5 stars has posted a slew of reviews from all over the country for various services.

People searching for you are vulnerable, seeking psychological and emotional help for their loved ones and you violate their trust by paying for fake reviews? That's pretty twisted.

18

Share

① Traci has the balls to post the opening statement of "It is really sad that all the reviews are fake. When she herself and other employees do the same to lure potential residents like I was at Emerald Creek"

② Being that she was fully aware of my disabilities, surgery and mental health caused by my on the job accident she should know my triggers. Instead, her and the two employees Dana and Mike collectively use the form of gaslighting, retaliation and bullying to force my peace to be compromised and stress level to elevate. I defended myself as I will always do when confronted by my enemies.

Re: Ceiling Repair Inquiry Still Not Addressed as Promised

From: Tonya E. (tonyae411@yahoo.com)

To: traci_mccoubrey@edwardrose.com

Date: Wednesday, August 10, 2022 at 08:06 AM EDT

8/10/22 8:06 AM

Hi Traci,

I just read your detail response and again thank you for addressing each concern.

As for the ceiling it looks moist from my eyesight. There's no actual leaking of water onto the floor as in March 2022.

As for my reasoning with Lauren yesterday has nothing to do with any Emerald Creek matter. I promised Cam something but it's being delayed so I went to let Lauren know.

I seen Reed after we spoke and you were back in Michigan.

I can truly understand the statement of ceasing all/any negative as I'm allergic to this energy. When I came to tour EC at Laurel Wood, as soon as I walked in the energy felt like a peaceful place. I will attempt that feeling as long gone as I mention

I am aware of the revolving doors of what you have endured. Finding the right person for today's positions are difficult. Our climate has changed for the worst rather than for the better. I sincerely have high hopes for EC and pray the current shift

Please embrace I truly understand majority of what is seen and unseen. My legacy from corporate to motherhood to many other interactions with others strengthen my wisdom with interpersonal relationships. Communication is and will always be

I'm not just a resident, however I'm a resident that cares about others.

So, again, if there's anything I can do please don't hesitate to ask. I'm a team player not an instigator.

By the way where are the Grandma cookies?

In conclusion, I thank you again for your detail response. It's not taken for granted however appreciated. Thank you for also being transparent with me as this matter is between you, Reed and myself at this point.

I will wait for you or Reed to contact me as we move forward.

Have a blessed, safe, healthy and productive day.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

8/10/22 5:01 AM

TRACI'S
REPLY

On Wednesday, August 10, 2022, 5:01 AM, Traci McCoubrey <Traci_McCoubrey@edwardrose.com> wrote:

Good Morning Tonya,

Thank you for your email and good wishes, as always they are sincerely appreciated. I hope you are doing well, and your trip was successful and hopeful. I spoke to Brian after your visit, entered your work order and as you requested moisture during Brian's inspection, however we have not discussed it in length, as I received your email after close of business. If there was not sign of moisture, I think we could've moved forward with repairing the drywall, however y specific entry point. Sometimes it can be from a soffit or a piece of siding -- and the water enters, then pools to a lower point.... Please forgive me if there was a point that it has rained since our conversation where water spots have appeared both parties best interest for you to report it by calling the office and following the emergency prompts so that maintenance or contractors could trace it during an active leak. If maintenance feels the crack is from previous work/the r the best approach in your opinion? I'd like your feedback.

Please let me know if you have seen any moisture in the area we discussed since Brian inspected it. We will be meeting with Michael and reviewing your message, the work orders and to clarify my thoughts above and any additional in

As for the new Property Manager, yes you may have saw him when you and I met in person, however it was his first or second day and he was transitioning and in training when we were meeting. I had spoken to him after your visit with or meeting him then or after you left. I think when you do meet him you will quickly realize he is extremely approachable, very professional and pleasant. I am working diligently to stop any/all negativity and chatter in the leasing unnecessary gossip and negativity). This type of environment/communication contributed greatly to our frustrations and emotions during our meeting last month and I have since been very careful to not jump to conclusions based on

I am expressing and being transparent with you on this because I whole-heartedly feel the new Property Manager is the leadership and guidance the community and staff have desperately needed and that has been long overdue. I am momentum.

MAINTENANCE

4313

12:20pm

●

Hi, Someone

WAS

In Your Residence Today!

It was: Brian

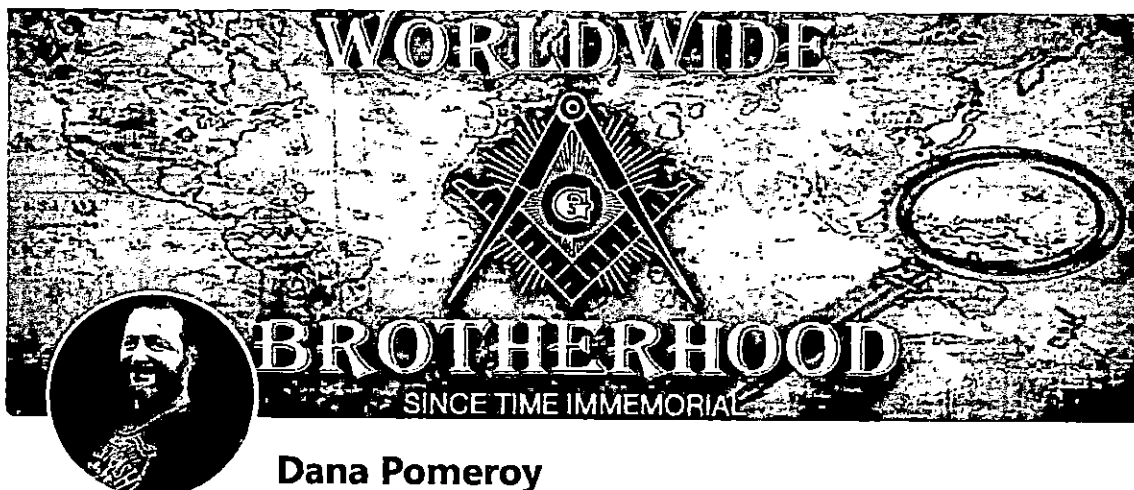
☐ For requested maintenance
☐ For preventative maintenance
☐ For pest control
☐ For repair electrical/lighting
☐ For repair plumbing/HVAC
☐ To change A/C Filter

☒ Other: Mike said we will need to go in the attic while it's raining
☐ We could not perform the work requested because:
Then can Repair ceiling

* Brian came on Tuesday 7/26/22
 Note placed on my door 7/27/22 I was

HY-KO Made in U.S.A. 44006111 Stock No. 014.0000

Sent from Yahoo Mail for iPhone

[Friends](#) [Photos](#) [Videos](#) [...](#)

About

Work



Worked at Cosmic Stone and Garden Supply

College



No schools to show

High school



No schools to show

Others Named Dana Pomeroy



Dana Pomeroy



Dana Pomeroy



Dana Pomeroy



Dana Pomeroy



Dana Pomeroy Merkel

[See more](#)

Photos

[See all photos](#)

Others With a Similar Name



Дана

[Privacy](#) · [Terms](#) · [Advertising](#) · [Ad Choices](#)  · [Cookies](#) · [More](#) · Meta © 2023**Connect with Dana Pomeroy on Facebook**

or

Dana is the employee who lied on me and Traci dismissed however continue to lie last July.



danalpomeroy

Follow

Dana Pomeroy

Art, snow boarding, skate boarding, life, food, doing dumb stuff from time to time, and music.

6

posts

50

followers

64

following

Little did I know this was the start of me being their new target.



Liked by **danalpomeroy** and others

emeraldcreekgreenville Introducing Chelsea, our vibrant new Leasing Consultant at Emerald Creek and Laurel Woods Apartments! Join us in giving her a warm welcome to the team! 🎉 She's thrilled to meet all of our incredible residents and make your leasing experience unforgettable.

#emeraldcreekapts #emeraldcreekgvl
#laurelwoodsapts #laurelwoodsgvl

PIG COLLAGE

Patio

From: Reed Cornelison (reed_cornelison@edwardrose.com)

To: tonyae411@yahoo.com

Cc: bhemerald creek@edwardrose.com; traci_mccoubrey@edwardrose.com

Date: Friday, August 12, 2022 at 09:44 AM EDT

August 2022 after
my meeting after
8/12/22
9:44 AM
Patio
Fixed
BY CONTRACTOR
AS WORK
COMPLETED
Mike WAS INCLUDED

Good morning, Tonya,

SAME AS smaller
part

I hope this email finds you well. I wanted to circle back with you in regards to Traci's email to you about the patio. Brian, Dana, and I will be coming to visit you within the next couple of hours this morning, if that's still okay. Unfortunately, as Traci mentioned, Mike is off today so we will have to come back next week to look at the ceiling again. I look forward to meeting you and discussing further soon.

Best,



Reed Cornelison | Property Manager, Laurel Woods and Emerald Creek
Apartments
350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | Fax: (864) 288-7068

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Exhibit 5A

Thanks again and have a great weekend and enjoy those laughs at The Comedy Zone. ☺

Best,



Reed Cornellison |
Property Manager,
Laurel Woods and
Emerald Creek
Apartments
350 Fairforest Way [LW] |
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From: Reed Cornellison <Reed_Cornellison@edwardrose.com>
Sent: Friday, August 12, 2022 9:44 AM
To: Tonyae411@yahoo.com
Cc: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>;
Traci McCoubrey <Traci_McCoubrey@edwardrose.com>
Subject: Patio

Good morning, Tonya,

I hope this email finds you well. I wanted to circle back with you in regards to Traci's email to you about the patio. Brian, Dana, and I will be coming to visit you within the next couple of hours this morning, if that's still okay. Unfortunately, as Traci mentioned, Mike is off today so we will have to come back next week to look at the ceiling again. I look forward to meeting you and discussing further soon.

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8/12/22
9:44
AM

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Friday, August 12, 2022 2:16 PM
To: Reed Cornellison <Reed_Cornellison@edwardrose.com>;
Tonyae411@yahoo.com
Cc: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>;
Traci McCoubrey <Traci_McCoubrey@edwardrose.com>
Subject: Re: Patio

8/12/22
2:16pm

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Hi Reed,

No the pleasure is all mine. Thank you and Traci again for addressing my reoccurring issues.

Brian rocks!!!!

Just let me know and I will for sure make myself available when needed.

Yes, I'm so anticipating to laugh myself into tears of joy. I rather chose laughter over frowning. Laughter is definitely a prescription we all need daily.

I'll be sure to buy Dana a package of Depends being that he confessed what happens when he laughs. 😊

Okay, again thank you. I look forward to speaking and seeing you when appointed.

Have a blessed, safe, healthy and celebration of life weekend.

Respect Given Always,

Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Friday, August 12, 2022, 12:26 PM, Reed Cornellison <Reed_Cornellison@edwardrose.com> wrote:

8/12/22
12:26
pm

Tonya,

It was a pleasure finally meeting you today! Thank you for welcoming us into your beautiful home. I'm glad that Brian was able to correct the patio door so quickly. Per our conversation, to confirm, Mike and I will be back next week to continue addressing the ceiling. We are in hopes that there is no active leak, but they will be back up in the attic to confirm, once it rains and they can get in. I will touch base with you Monday, after speaking with Mike.

RE: Patio

From: Reed Cornelison (reed_cornelison@edwardrose.com)
To: tonyae411@yahoo.com
Cc: bhemeraldcreek@edwardrose.com; tracj_mccoubrey@edwardrose.com
Date: Monday, August 15, 2022 at 03:50 PM EDT

Good afternoon, Tonya,

Happy Monday! I hope your weekend was well. I spoke with our Maintenance Supervisor, Mike, today and we believe it would be best to enter the unit either Wednesday or Thursday of this week, as there is a high chance of rain. At that point, we should be able to determine if there is an active leak or not. Do either of these days work for you?

Best,



Reed Cornelison | Property Manager, Laurel Woods and Emerald Creek Apartments
350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Friday, August 12, 2022 2:16 PM
To: Reed Cornelison <Reed_Cornelison@edwardrose.com>; Tonyae411@yahoo.com
Cc: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>; Traci McCoubrey <Traci_McCoubrey@edwardrose.com>
Subject: Re: Patio

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Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Friday, August 12, 2022, 12:26 PM, Reed Cornelison <Reed_Cornelison@edwardrose.com> wrote:

Tonya,

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Thanks again and have a great weekend and enjoy those laughs at The Comedy Zone. 😊

Best,

8/12/22
12:26pm

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Monday, August 15, 2022 4:23 PM

To: Reed Cornelison <Reed_Cornelison@edwardrose.com>

Cc: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>; Traci

McCoubrey <Traci_McCoubrey@edwardrose.com>

Subject: Re: Patio

8/15/22
4:23 PM

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Peace and blessings Reed,

Oh my weekend was exactly as I expected. Thank you for asking. I hope you enjoyed your weekend as well.

Actually Thursday would be a better day for me. I do have a conference call scheduled for 1 pm which should last thirty minutes. So anytime from 9 to 12:30 and 1:45 to 6 pm should be fine.

Let me know if that works for you both.

Thank you again for everything.

Enjoy the remainder of your day.

Respect Given Always,

Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Monday, August 15, 2022, 3:50 PM, Reed Cornelison <Reed_Cornelison@edwardrose.com> wrote:

8/15/22
3:50 PM

Good afternoon, Tonya,

Happy Monday! I hope your weekend was well. I spoke with our Maintenance Supervisor, Mike, today and we believe it would be best to enter the unit either Wednesday or Thursday of this week, as there is a high chance of rain. At that point, we should be able to determine if there is an active leak or not. Do either of these days work for you?

Best,



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Greenville, SC 29607
Phone: (864) 288-7073 [LW] |
(864) 214-2105 [EC] | Fax:
(864) 288-7058

Fw: 1st Bedroom Wall Cracking Discovered

From: Tonya E. (tonyae411@yahoo.com)

To: reed_cornelison@edwardrose.com; traci_mccoubrey@edwardrose.com

Date: Wednesday, August 17, 2022 at 01:22 PM EDT

Re sent
Reed &
Traci
8/17/22
1:22 PM

Greetings Reed & Traci,

I'm forwarding several emails I sent for repairing since my move in late Oct. 2020.

I believe it would serve you better in knowing after the orders are closed without properly being addressed causes repeated repairs.

Thank you both again for everything.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

Initial damage
reported
1/28/21
8:38 AM

Begin forwarded message:

On Thursday, January 28, 2021, 8:38 AM, Tonya E. <tonyae411@yahoo.com> wrote:

Greetings EC Staff,

I hope and pray all is exceptionally well.

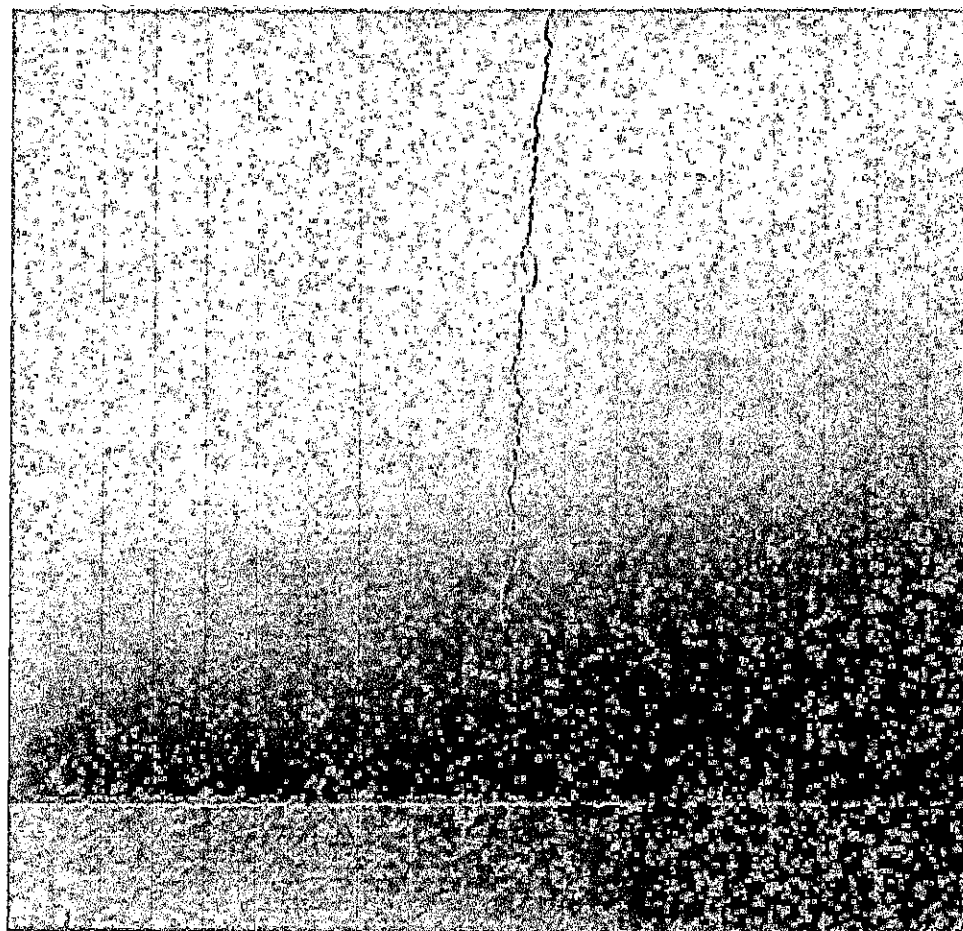
Just a few minutes ago as I walked in my 1st bedroom to open the blinds, I looked up and noticed a new long crack above the closet door. This wasn't like this when I moved in. I'm not sure what is going on.

Attached is a photo I just captured.

Respect Given Always,
Miss Tonya Ellington

I had just
moved in
10/29/20
3 months in unit

 image0.jpeg
46.6kB



To: Reed Cornelison <Reed_Cornelison@edwardrose.com>
Cc: BH Emerald Creek <BHEmeraldCreek@edwardrose.com>; Traci McCoubrey <Traci_McCoubrey@edwardrose.com>
Subject: Re: Patio

MY EMAIL

8/17/22

11:34 am

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Good morning Reed,

I hope you and the entire staff are in great health and spirits.

No worries, Thank you for keeping me informed. I sincerely appreciate that so much.

Okay, so we will move forward as you stated.

I do have a doctor appointment in on 8/24 in Charlotte so I will not be available that day. I do have some tentative dates of traveling soon, but will keep you posted.

Thank you and Traci again so much for addressing my matters.

Have a blessed, safe, healthy, productive and celebration of life week.

Respect Given Always,

Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Wednesday, August 17, 2022, 9:26 AM, Reed Cornelison <Reed_Cornelison@edwardrose.com> wrote:

8/17/22
9:26 AM

Good morning, Tonya,

I sincerely apologize for the delayed response as I was out of office yesterday and at the Laurel Woods office helping host the Career Fair. I spoke with Brian and Mike this morning and showed Mike the photo of the ceiling that I took last Friday. Brian informed me that they don't necessarily need to go back into your unit, until we figure out if it's leaking or not, still. It looks like there's a chance of rain today – the end of the week, so once it does, they will be able to enter the attic, outside of your unit, to hopefully see if there is one or not. Once we do find this out, we can then schedule the needed work for your ceiling. I will be in touch within the next couple of days!

Thank you,



**Reed Cornelison |
Property Manager, Laurel
Woods and Emerald Creek
Apartments**

350 Fairforest Way [LW] | 301

Fairforest Way [EC]

Greenville, SC 29607

Phone: (864) 288-7073 [LW] |

(864) 214-2105 [EC] | Fax: (864)

288-7068

Fw: EC new leaks in ceiling on 3/16/22

From: Tonya E. (tonyae411@yahoo.com)
To: reed_cornelison@edwardrose.com;
traci_mccoubrey@edwardrose.com
Bcc: tonyae411@yahoo.com
Date: Wednesday, August 17, 2022 at 01:34 PM EDT

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, March 24, 2022, 3:49 PM, Tonya E.
<tonyae411@yahoo.com> wrote:

Alyson,

Okay. Thank you and the entire team.

Enjoy the remainder of your week and weekend.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Thursday, March 24, 2022, 3:46 PM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Tonya,

That is completely understandable. Our maintenance supervisor will be coming by when the next rain comes to assess the chalk that they put down to see if there is still an active leak (they think that it was fixed during the repair on Friday). Once they confirm that the leak is taken care of, we will schedule our contractor to come by and make any necessary drywall repairs.

I apologize for the delay, we just want to make sure the leak is taken care of before making any drywall repairs.

Thank you,



Alyson Kelley |
Associate Property
Manager, Laurel Woods
& Emerald Creek
Apartments
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 |
Fax: (864) 288-7068

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* 3/24/22 3:49 PM
Ceiling started
leaking again

Sent from Yahoo Mail for iPhone

On Tuesday, April 26, 2022, 11:19 AM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya,

We could always use good reviews on
[Apartmentratings.com](https://www.apartmentratings.com), if you click on the link below- It
will take you straight to our property and then you will
scroll down and click "leave review"

Emerald Creek Apartment Rating Review

You can always call our corporate office and let them
know how good we're doing, they always get
negative feedback so I am sure it would brighten their
day!

Also, Jeremy and Mike (maintenance supervisor) went to
look at your garage. They see exactly what you're referring
to and are working on a way to get it fixed.

In the meantime, you are still able to use the garage- if
needed. That pully does not affect the door functioning, it
actually allows you to manually pull it up and down with
ease.

We are working actively to get this issue resolved!

Thank you,
Alyson

* Ask for
Reviews after
all I was
indicating



Jeremy resigned the
following days after
ward

**Alyson Kelley | Associate
Property Manager, Laurel
Woods Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 |
Fax: (864) 288-7068

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otherwise protected from disclosure. If you are not the intended recipient, you
are hereby notified that any dissemination, distribution, or copying of this
communication is strictly prohibited. Please do not read, copy, or use it, and do
not disclose it to others. Please notify the sender of the delivery error by replying
to this message and then delete it from your system. Thank you.

From: Tonya E. <tonyae411@yahoo.com>
Sent: Tuesday, April 26, 2022 11:09 AM
To: Alyson Kelley <Alyson_Kelley@edwardrose.com>
Subject: Re: Garage not fixed

CAUTION - EXTERNAL EMAIL

**Do not click any links or open attachments unless you are
certain they are safe.**

Alyson,

Who can I send a letter of compliment to on you and Jeremy be
halves?

I moved here because of you. Since my residency here you and
Jeremy have provided consistent care with integrity and
professionalism. It shouldn't go unnoticed or recognized by the
owners.

This was the
Traci came the same
day I
mette
follow
day

Re: Garage not fixed

From: Alyson Kelley (alyson_kelley@edwardrose.com)

To: tonyae411@yahoo.com

Cc:

Date: Tuesday, April 26, 2022 at 11:31 AM EDT

Tonya,

Of course!

That is completely understandable 😊

Our corporate office is (248) 686-5300.

I will update you once everything has been completed.

Thank you,



**Alyson Kelley | Associate
Property Manager, Laurel
Woods Apartments**
350 Fairforest Way
Greenville, SC 29607
Phone: (864) 288-7073 | Fax:
(864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Tuesday, April 26, 2022 11:26 AM

To: Alyson Kelley <Alyson_Kelley@edwardrose.com>

Subject: Re: Garage not fixed

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Alyson,

What's the corporate number? I prefer to put it in writing to the corporate. Remember I removed my review because I had no idea it's a tracker. 😊 I can understand where the negative reviews are stemmed from. Everyone aren't fulfilling their daily duties with the characteristics you and Jeremy display.

I'm too seasoned and too wise to be apart of todays matrix. 😊

Yes, I went down to move my car and show Jeremy. They had already figured it out.

I'll leave my car out until they finish the repair.

Again, thank you.

Respect Given Always,
Miss Tonya Ellington

You both deserve a raise for the hard work that's performed. In our today's climate humanity is at an all time low. Thank you for being you and not just sitting within your job title.

Thank you dearly as always.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Tuesday, April 26, 2022, 9:34 AM, Tonya E.
<tonyae411@yahoo.com> wrote:

Alyson,

Sounds good! My memory is to be blamed on my aging, lol.
Jeremy not Jermaine, lol.

God bless.

Respect Given Always,
Miss Tonya Ellington

Sent from Yahoo Mail for iPhone

On Tuesday, April 26, 2022, 9:18 AM, Alyson Kelley
<Alyson_Kelley@edwardrose.com> wrote:

Hello Tonya,

I will inform Jeremy and make him aware.

It's a health hazard for me to breathe and touch if needing to utilize the railings. Also you will see the bugs nesting in the light fixture which are dropping onto the grounds. I've also captured the unswept particles on the first floor which haven't been cleaned over a month. I looked at two other corridors which aren't as bad as ours. Is this because we're the end building or is our corridor being neglected?!

This is unacceptable and not how I want to come home seeing. I also wouldn't want to visit any guest over to see these conditions. This also isn't a good look for any current tenant honestly recommending anyone to move here knowing what is currently happening.

I'm not sure about anyone else, but I take pride in how and where I live.

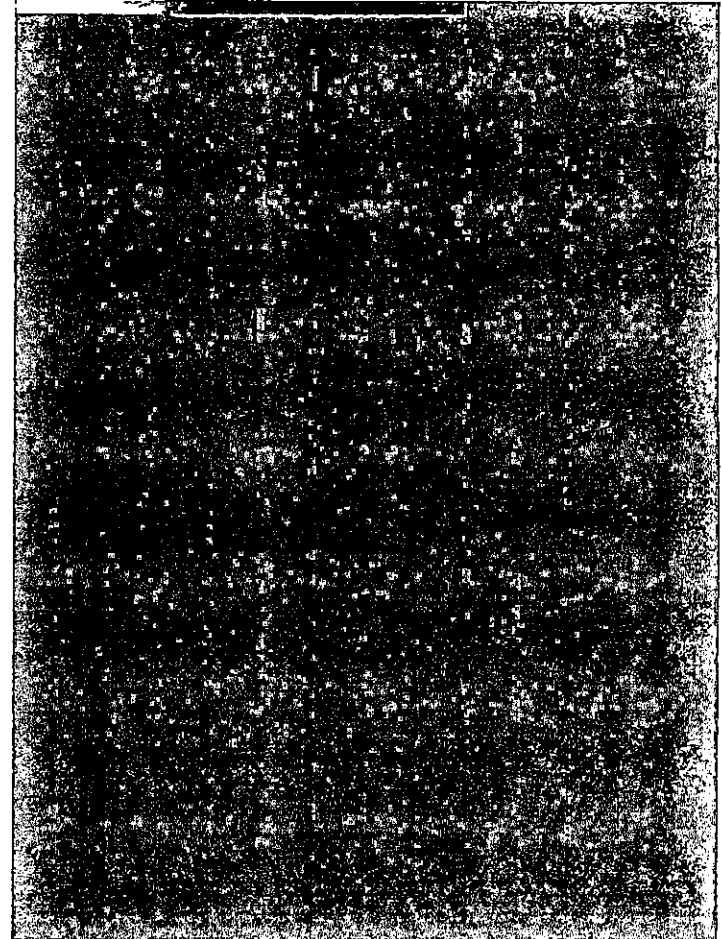
I understand the short staff, but just cleaning the outside knowing the inside isn't healthy isn't a win win.

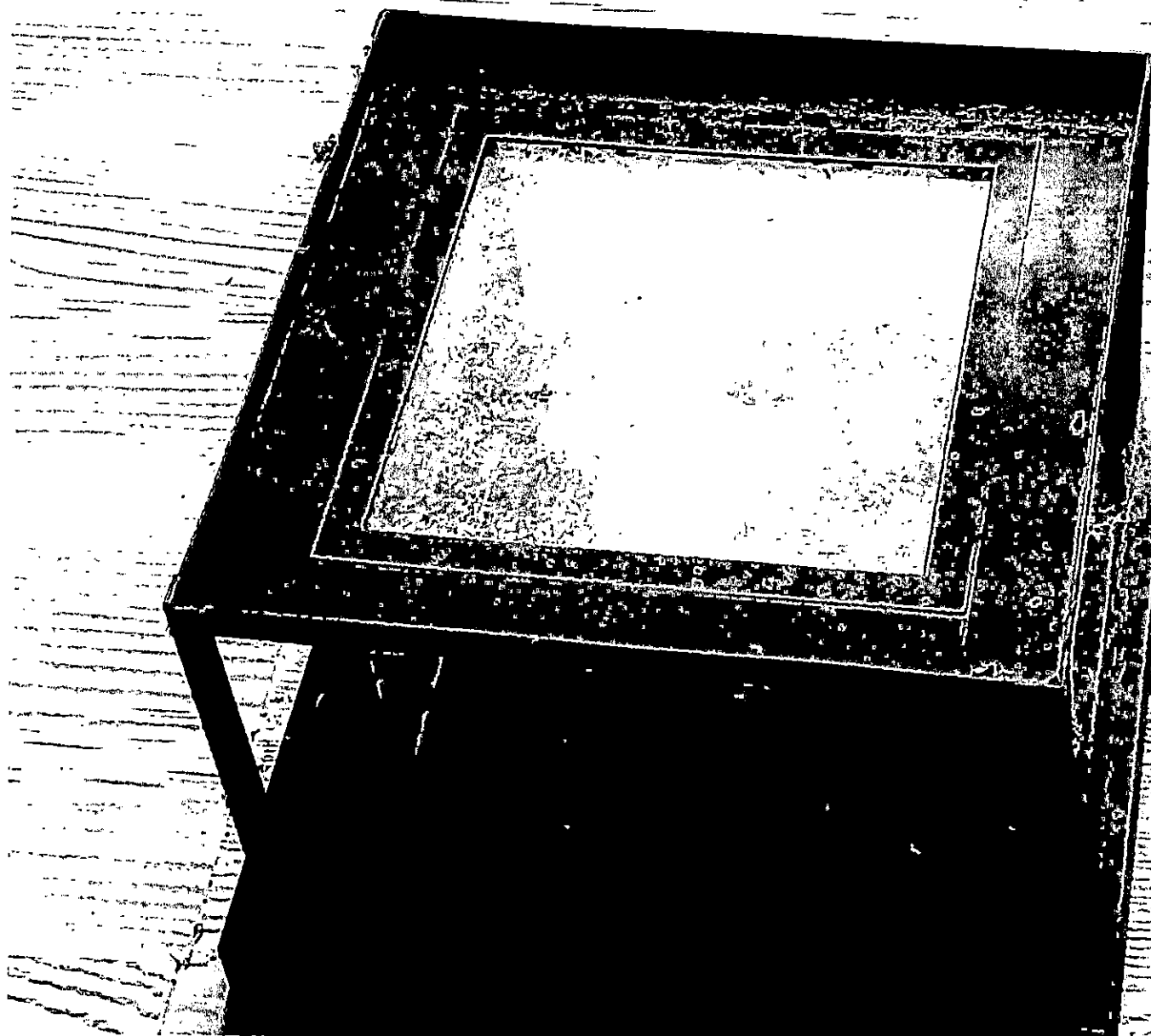
I'm requesting housecleaning for our corridor to address our right now conditions. I have no desire to have any of whatever bugs residing in the light fixture to drop in my hair when I'm either leaving or returning home.

Thank you all in advance for your assistance and time.

Have a blessed, safe and healthy week.

Respect Given Always,
Miss Tonya Ellington #4313









Fw: Leaking Ceiling Reoccurring #4313

From: Tonya E. (tonyae411@yahoo.com)

To: reed_cornelison@edwardrose.com;
traci_mccoubrey@edwardrose.com

Date: Wednesday, August 17, 2022 at 01:31 PM EDT

*Reset to
Reed
8/17/22*

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

3/16/22

Begin forwarded message:

On Wednesday, March 16, 2022, 3:00 PM, Tonya E.
<tonyae411@yahoo.com> wrote:

Peace and blessings Emerald Creek Staff,

I hope and pray each of you and yours are all in great health and spirits.

I just walked in my kitchen and happened to look down on the floor to discover water. I first checked my garbage bin as it was close to part of the water. I then looked up and discovered my ceiling is leaking again.

Attached is the picture I just captured.

I'll be home for access to view. Thank you all dearly.



McCoubrey <Traci_McCoubrey@edwardrose.com>
Subject: Re: Patio

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Good afternoon Reed,

No worries.. I felt comfortable knowing that you and Traci were doing what needed to be done. I can't thank you both enough.

Next week I'm now not available on 8/23 thru 8/24. I can block the dates for availability from 8/29 thru 9/2. That definitely should give time for what needs to be done.

Please let me know and I will be sure to not schedule anything between those days.

Have a blessed, safe, healthy, and celebration of life weekend.

Respect Given Always,

Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Friday, August 19, 2022, 4:03 PM, Reed Cornelison
<Reed_Cornelison@edwardrose.com> wrote:

From
ME!
8/19/22
4:10 PM

8/19/22
4:03 PM

Good afternoon, Tonya,

Happy Friday! I hope you are doing well. My apologies for the lack of communication this week as I was waiting for a significant rain before having the Maint. Team enter the attic. However, after the rain we got today, Brian and Mike went into the attic and did not discover any leak, fortunately. At this time, we would like to go ahead and get the ceiling repaired. I've been told that this may take a couple of days, what days next week work for you? It'd most likely be around the last few days of the week as we'd have to contact the vendor(s) to get this scheduled.

I look forward to hearing back from you!



**Reed Cornelison | Property
Manager, Laurel Woods and
Emerald Creek Apartments**
350 Fairforest Way [LW] | 301
Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864)
214-2105 [EC] | Fax: (864) 288-
7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, August 17, 2022 11:34 AM

8/17/22
11:34 AM

Re: Patio

From: Tonya E. (tonyae411@yahoo.com)
To: reed_cornelison@edwardrose.com
Cc: tonyae411@yahoo.com
Date: Wednesday, August 31, 2022 at 04:06 PM EDT

Hi Reed,

No one has shown up. ☹️

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Wednesday, August 31, 2022, 2:34 PM; Reed Cornelison
<Reed_Cornelison@edwardrose.com> wrote:

NO problem, Tonya! ☺️



Reed Cornelison | Property Manager, Laurel
Woods and Emerald Creek Apartments
350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607
Phone: (864) 288-7073 [LW] | (864) 214-2105
[EC] | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Wednesday, August 31, 2022 12:27 PM
To: Reed Cornelison <Reed_Cornelison@edwardrose.com>; T E.

8/31/22
4:06pm

8/31/22
2:34pm

8/31/22
12:27pm

<tonyae411@yahoo.com>
Subject: Re: Patio

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Hi Reed,

Disregard the email I just sent. I missed read your email. I thought it stated by noon.

Let me clean my glasses. I'll let you know no later than 4 pm if no one have shown up.

Thank you.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Wednesday, August 31, 2022, 12:24 PM, Tonya E. <tonyae411@yahoo.com>
wrote:

Hi Reed,

No one has arrived as of yet.

Thank you.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Wednesday, August 31, 2022, 11:54 AM, Tonya E. <tonyae411@yahoo.com>
wrote:

Hi Reed,

Okay, awesome and will do.

Thank you so much.

8/31/22 12:24pm

8/31/22 11:54am

To: "tonya411@yahoo.com" <tonya411@yahoo.com>
Sent: Friday, May 26, 2023 at 03:38:07 PM EDT
Subject: Your maintenance request has been completed!



Hi Tonya,

Your recent maintenance request has been completed. Please call the office if you have any questions or concerns regarding this completed request.

If you have a moment, please tell us how we did by leaving your feedback **HERE**.

CONTACT INFO

301 Fairforest Way
Greenville, SC 29607
(864) 214-2105

OFFICE HOURS

Monday

9AM-6PM

Tuesday

9AM-6PM

Wednesday

9AM-6PM

Thursday

9AM-6PM

Friday

9AM-6PM

Saturday

10AM-3PM

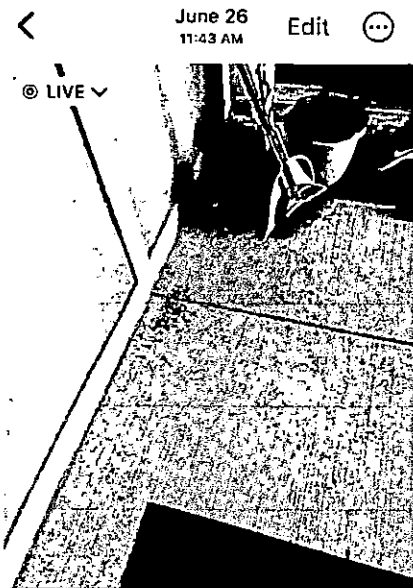
Residents - To contact your property manager or regional property manager, please log into your resident portal.

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301 Fairforest Way, Greenville, SC 29607

This email was sent to tonya411@yahoo.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications by [clicking here](#).

6/26/25

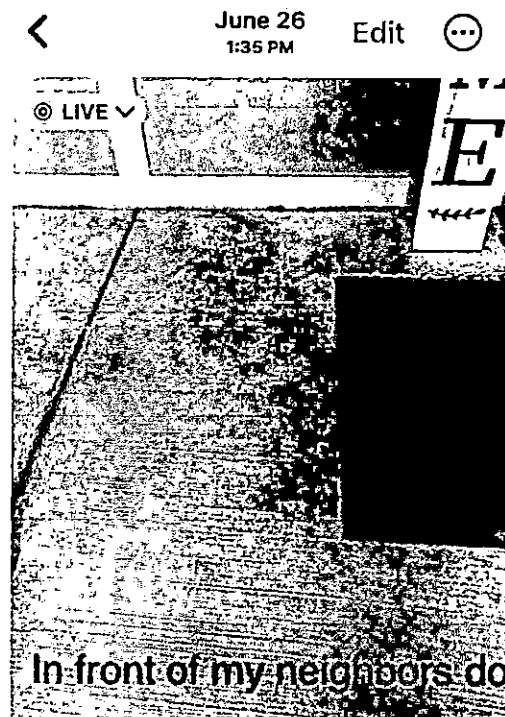


Evidence of ground cleaner before and his after mess without care.

This is the third time they letting me know they don't respect my cleaning quarters.



In front of my door.

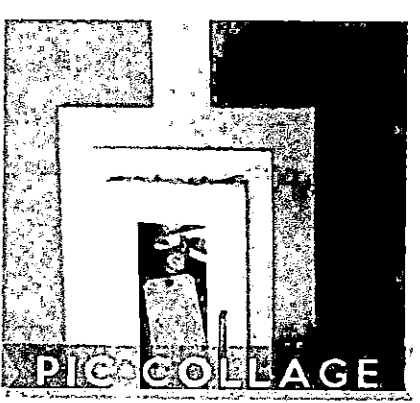
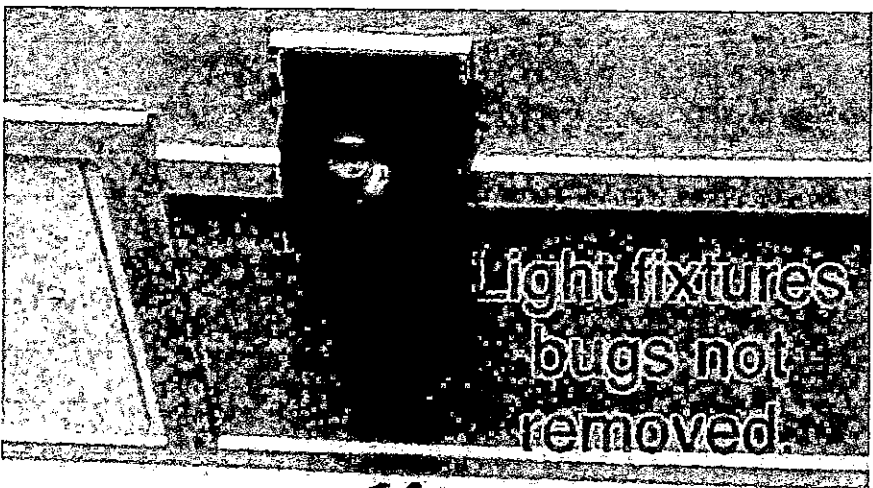
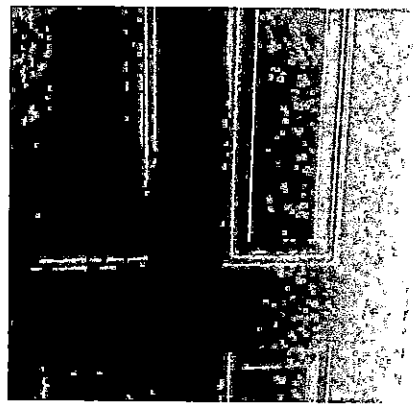
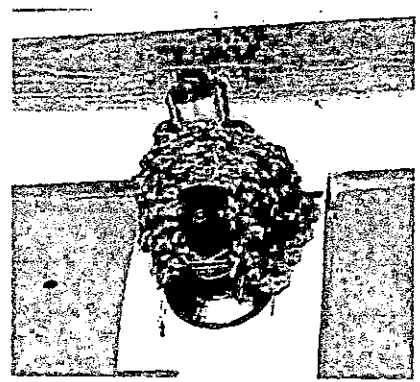


In front of my neighbors door.

PIG COLLAGE

6/30/23

6/30/23
After so-called
power washing



Re: Tonya Ellington Unit#4313 "Guest Bathroom Tub Leak Onto 2nd Floor Resident Bathroom Ceiling 6/30/23"

From: Tonya E. (tonyae411@yahoo.com)
To: traci_mccoubrey@edwardrose.com
Cc: reed_cornelison@edwardrose.com
Date: Friday, June 30, 2023 at 04:55 PM EDT

6/30/23
4:55 PM

Hi Traci,

Thank you dearly for your reply as well as understanding my unforeseen as well as unfortunate decisions.

I will indeed do just that as I am cordial and have an awesome relationship with Emerald Creek office staff.

Thank you, Reed, Brian, Jessica, and office team again.

Have an awesome weekend.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

6/30/23 AFTER conditions of
4:49 retaliation continued
it was best for
me to go to the
city!

On Friday, June 30, 2023, 4:49 PM, Traci McCoubrey <Traci_McCoubrey@edwardrose.com> wrote:

Tonya,

I have been in communication with Reed regarding your concerns and request to terminate your lease. We agreed with your decision to part ways, and approved your request. With your move out and walk-through scheduled for 9/8/23, I anticipate your interactions with staff to be minimal. If you feel the need to come into the leasing office prior to your departure, we would be happy to accommodate by-appointment meetings, as a courtesy, in an effort to coordinate your interactions with only selective office staff members.

We wish you only the very best in your next housing chapter. I am aware that you wish to provide a detailed formal complaint regarding your residency. You may send such to the following address:

Edward Rose & Sons – Director of Property Management
P.O. Box 2012
Bloomfield Hills, MI 48303-2012

Or by email:

Jeff Galeas
Director of Property Management
jeff_galeas@edwardrose.com

Best Regards,

Farther than the
same parties drinking
from the same cups.

EXHIBIT C

Re: Service Request Building Codes Violations at 301 Fairforest Way, Greenville SC 29607
"Initially reported on 07/07/23 to Greenville County, instead of City of Greenville."

From:

To: dgarrison@greenvillesc.gov

Cc:

Date: Wednesday, July 12, 2023 at 01:15 PM EDT

7/12/23

LAST EMAIL
TO MR
GARRISON
AFTER A
VISIT

Building Inspector
came out after I went
in person on 6/14/23 to

Good afternoon, Jesse a.k.a. Mr. Garrison,

It was truly a pleasure meeting you and Danny today during my requested unit inspection. God has a grand sense of humor. You both were the breath of fresh air and confirm humanity still exist.

My prayers of gratitude will continue once I vacate Emerald Creek. I truly hope they change from their unethical practices and provide the services and care they market. The joker knows how to laugh and smile, but he is not as witty as he may think.

INSURE A
VISIT

Please also extend my gratitude to Danny as well.

Congratulations on your new home and all your blessings ahead.

If there's any documents that can be forward to be for my files and findings, please email them.

Have a blessed, safe, healthy, production and celebration of life every day.

Respect Given Always,
Miss Tonya Ellington #4313

On Monday, July 10, 2023 at 02:01:00 PM EDT,

Greetings Mr. Garrison,

I hope my email finds you, yours and the staff in great health and spirits. Enclosed is the response I received today from the County of Greenville which lead me to contact you. My initial report remains the same from 07/07/23. Today, 07/10/23 I did send a notification of the conditions through the resident portal maintenance request. I haven't received any replies nor heard any maintenance cleaning as of right now. Please contact if necessary to advise me if any other steps need to be taken. Thank you in advance for your time and services.

Respect Given Always,
Miss Tonya Ellington

Service Requested By: Tonya Ellington

Request Date: 07/07/2023

Return By: 7/18/2023

Requester E-mail Address: Missnyc411@gmail.com

Requester Address: 301 Fairforest Way Greenville SC 29607

Requester Phone

Work Phone:

This is who
Trevi + her
team of
maintenance
decided to
> wrote:
Retaliate!!

Service Request: 19302

From: Greenville County Administrator (support@greenvillecounty.org)

To:

Date: Monday, July 10, 2023 at 12:50 PM EDT

Exhibit 6
Greenville
County

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Do Not Reply; this is a no reply email

Thank you for contacting Greenville County. Please find the resolution to your service request below:

Service Requested By: Tonya Ellington

Request Date: 07/07/2023

Return By: 7/18/2023

Requester E-mail Address: - -

Requester Address: 301 Fairforest Way Greenville SC 29607

Requester Phone:

Work Phone:

Location: 301 Fairforest Way 4313 Greenville, SC 29697

Request: I've already filed a complaint with HUD. As of 6/30/23 the corridor was semi-clean properly by maintenance/ground person approximately 4 pm. By 5 pm bird poop from the nest built onto the fire sprinkler has restarted. Debris from the power wash was left onto my front door. As of 7/6/23 the corridor hasn't been cleaned. The bird poop is massive on the fire extinguisher box and ground. My unit is on the 3rd Floor and it's been neglected since I moved in. The Property Management and Property Corporate office is fully aware of these issues however they continue to no handle properly. I've discovered during my extensive research this is there normal tactics for maintaining their properties. They also are known to retaliate against tenants like myself for complaining about the responsibilities and breaching their own contract I'm being forced to move and not renew my leases due to their multiple negligence of tenants rights, discrimination, retaliation, and maintenance/ground keeping. Attached are photo I captured 7/6/23 in front of my door and within my corridor. I was only able to upload one photo but I have more if needed. *unable to resize to fit attachments.* I've been banned from going in the office unless I make an appointment because I filed my complaint. I've already given them my vacate date as of 9/8/23. There multiple issues within the apartment that wasn't properly inspected before my move in to be addressed. They have since listed my unit #4313 as available on 9/28/23. They don't care about the tenants but just money. They continue to falsely advertise as the community isn't fit to the market value price. Thank you in advance for your assistance and time.

Action Taken: Thank you for contacting the Greenville County Code Compliance Division. Fairforest Way is located within the City of Greenville and not the County. You may want to contact them at 864-232-2273. Should you have further questions, please contact us at 864-467-7090.

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Service Request Building Codes Violations at 301 Fairforest Way, Greenville SC 29607
"Initially reported on 07/07/23 to Greenville County, instead of City of Greenville."

From: [REDACTED]

To: dgarrison@greenvillesc.gov

Cc: [REDACTED]

Date: Monday, July 10, 2023 at 02:00 PM EDT

1ST EMAIL
TO MR.
GARRISON

Greetings Mr. Garrison,

I hope my email finds you, yours and the staff in great health and spirits. Enclosed is the response I received today from the County of Greenville which lead me to contact you. My initial report remains the same from 07/07/23. Today, 07/10/23 I did send a notification of the conditions through the resident portal maintenance request. I haven't received any replies nor heard any maintenance cleaning as of right now. Please contact if necessary to advise me if any other steps need to be taken. Thank you in advance for your time and services.

Respect Given Always,
Miss Tonya Ellington

Service Requested By: Tonya Ellington

Request Date: 07/07/2023

Return By: 7/18/2023

Requester E-mail Address: [REDACTED]

Requester Address: 301 Fairforest Way Greenville SC 29607

Requester Phone:

Work Phone:

Location: 301 Fairforest Way 4313 Greenville , SC 29697

Checked @ 2:22 PM
cleaned

Request: I've already filed a complaint with HUD. As of 6/30/23 the corridor was semi-clean properly by maintenance/ground person approximately 4 pm. By 5 pm bird poop from the nest built onto the fire sprinkler has restarted. Debris from the power wash was left onto my front door. As of 7/6/23 the corridor hasn't been cleaned. The bird poop is massive on the fire extinguisher box and ground. My unit is on the 3rd Floor and it's been neglected since I moved in. The Property Management and Property Corporate office is fully aware of these issues however they continue to no handle properly. I've discovered during my extensive research this is there normal tactics for maintaining their properties. They also are known to retaliate against tenants like myself for complaining about the responsibilities and breaching their own contract I'm being forced to move and not renew my leases due to their multiple negligence of tenants rights, discrimination, retaliation, and maintenance/ground keeping. Attached are photo I captured 7/6/23 in front of my door and within my corridor. I was only able to upload one photo but I have more if needed. *unable to resize to fit attachments.* I've been banned from going in the office unless I make an appointment because I filed my complaint. I've already given them my vacate date as of 9/8/23. There multiple issues within the apartment that wasn't properly inspected before my move in to be addressed. They have since listed my unit #4313 as available on 9/28/23. They don't care about the tenants but just money. They continue to falsely advertise as the community isn't fit to the market value price. Thank you in advance for your assistance and time.

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RE: Tonya Ellington Unit#4313

From: Traci McCoubrey (traci_mccoubrey@edwardrose.com)

To: tonyae411@yahoo.com

Cc: reed_cornelison@edwardrose.com

Date: Thursday, July 13, 2023 at 09:31 AM EDT

Tonya,

We are in receipt of your work order details and allegations of violations. The birds nest was removed today. The corridor and other common areas of the community are not part of your rental unit or lease agreement. Additionally, as a courtesy we have approved for you to terminate your lease without penalty. We understand that you are unsatisfied with your apartment and the community. You are under no obligation to continue your residency and free to vacate as soon as possible.

We will address your concerns that were reported to the City of Greenville, upon receipt of their inspection report, should they have any concerns.

Any emergency maintenance you may need should be reported to the office by calling (and following the emergency prompts after hours). Any other concerns can be reported to Reed and Traci directly, you have our contact information.

Unfortunately, due to repeated reports of ongoing concerns from employees and contractors indicating a pattern of verbal harassment and accusations, please be advised that future harassment towards our employees and/or contractors will not be tolerated and may result termination of residency or legal action.

As previously stated, you are free to vacate without penalty and encourage you to do so if you feel your life/safety are at risk.

Best Regards,



Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

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Traci reply from
Builder Inspector
Garrison visit

After this visit / they
completed leveled up
retaliation.

Defamation of my
Character +
what exactly happened
Sharon
on
them.

Re: Tonya Ellington Unit#4313

From: Tonya E. (tonyae411@yahoo.com)

To: traci_mccoubrey@edwardrose.com

Cc: reed_cornelison@edwardrose.com; tonyae411@yahoo.com

Date: Thursday, July 13, 2023 at 11:42 AM EDT

Good morning Traci,

As a woman of Faith, I disagree with your false and definitely untrue allegations against my character as well as harassment towards your employees and contractors. The only two employees I had issues with due to their own unethical behaviors and lack of duties performances has been Mike and Dana. Mike was not much of an issue unto after Dana became an employee here. Prior to then, I never had any issues with him, so let's be honest. (Jesus Christ was lied on so I am not surprised at your said lies.)

Being that this will be my last correspondence to you, let me give you my truth in details.

Emerald Creek lease does in fact states the common areas to be cleaned. Whose responsibility for the area, if not the property owners?! Have you not read the SC Landlord-Tenant Act? I'll attach a caption to this email.

Edward Rose Associates Inc. via Edward Rose and Sons marketed and promoted a Brand New Luxury Community. I was deceived by the marketing and became one of your victims as a resident. I moved in a unit that wasn't inspected properly so I endured every issue reported to be repaired/and addressed for the next victim. I even gave access into my unit to an unknown Caucasian man to take pictures from my balcony of EC for your website/marketing. Former LA Lauren called and I complied without hesitation. So, don't insult my character or intelligence.

I've done my extensive research on Edward Rose Associates Inc. and their unethical practices of every property.

Everyone can't be lying when we all have or are enduring the same exact treatments. Lying by omission, using the tactics of retaliation, intimidation, discrimination and faulting the residents are all illegal. This all has been the cause of you and Edward Rose & Sons. The effects are me being an invisible disabled resident that knows my rights and know how to handle my adversaries accordingly.

I paid until August and I said, "I will be out before/on September 8, 2023 of which you had agreed." So, don't you dare attempt to bully me into leaving before. Now, that I've taken the legal steps to handle my manners, I will continue to move at my pace. You and corporate need to be ashamed of yourselves at how you treated me and others. The slogan "Live Better" is insult.

Let me also make it clear, I haven't spoken to, emailed anyone in the office or stepped foot inside the clubhouse except to retrieve my mail from the package boxes. I'm still a paid resident and you and your said employees are continuing to make me uncomfortable. Even though I don't fear your tactics I don't take threats lightly. So, I'm the victim not you, Mike or Dana.

I have/had nothing but respect for Reed, Jessica, Alyson(my initial Leasing Agent-before she was terminated), Anesha, Mimi, Michael and all those who came and gone either they quit or were terminated. I even had respect for you even though you didn't receive the truth. Today, all respect is gone.

I didn't know you have the rights to listen in conversations had with everyone including residents through your only protected area the clubhouse. Visual is of course acceptable, but ER&S needs to publicize upon entry you give rights to be recorded by images and vocally. If it's not publicized as it's not ER&S are breaking the privacy laws.

Remember, you claimed to have heard everything I said to Dana early last July 2022. He promised to remove the dog feces and clean the corridor. Upon my return the dog fences was gone, but the corridor was in the same conditions. He lied not me. Now, if he had said he would remove the dog feces and put an order to have the corridor clean because we may have missed it this week I would have been fine. He also stated the corridors are cleaned on Tuesdays'. That wasn't the case and it still remains until today.

The second/third floors has been neglected since I moved in. I'm the one that has kept all floors/ handled rails/ and stationed rails cleaned. I have an emails/request maintenance as evidence, so again please stop insulting my character and intelligence.

I submitted my last correspondence through resident portal on 7/9/23 to inform the conditions of what wasn't done, what was done and the health hazards of leaving bird feces in common areas by the CDC and the Building Code Violation. It was submitted to the proper department so how is that harassment? You've proven that you don't hold your said employees accountable for not doing what their job duties entails on ER&S website for opening positions. Because of this same reason this is why you are comfortable with falsely accusing me of every false allegation you've listed. Shame on you, Traci. You're part of the problem as well.

I have never in my over 30+ years of owning my own house or rented dealt with every said unethical behavior until renting from ER&S. To think I thought about moving into the 55+ community after turning 55, has lead me to the truth that it would been a huge mistake. You and ER&S does not appreciate or value your residents. We are and unfortunately have been nothing more than a brick and mortar for the pockets of the owners, investors and employees incomes. If the words of position descriptions can't be performed by you and all said then don't deem the light of those that does. It's a deserve to the potential future employees and future residents.

In closing this could have all been avoided. I increased my rental costs for peace of mind, enjoyment as I attempted to recover from my failed surgery to deal with my unknowns of decisions regarding my ongoing disability status and living quarters. I could have stayed where I were prior to EC or moved somewhere else. I chose EC because of the manipulation and deception of the marketing and promoting. I'm out of unnecessary funds for moving and renting at EC. I paid for promises that were all broken by EC.

Be upset with yourselves for continuing the unethical behavior and business practices. Change the mindset and strategy at the Board Members before taking advantage of the people of South Carolina.

In conclusion, I stand firm in my faith, my words and all my actions. I need to be compensated for taking a hour away from handling my business to reply to your email too. See you in court.

Have a blessed, safe, healthy and celebration of life everyday.

Respect Given Always,
Miss Tonya Ellington #4313

This information outlines the rights and duties of the landlord in the leasing of residential property under the South Carolina Landlord-Tenant Act.

The terms of the rental agreement, or lease, will control many of the duties and rights of the landlord and tenant. At the same time, the State of South Carolina has enacted a general statute, the South Carolina Landlord-Tenant Act that also places certain duties and grants certain rights to residential landlords, no matter what the terms of the lease may say. For example, the law places an obligation of good faith upon both parties. The law requires the landlord to comply with building and housing codes materially affecting health and safety. The landlord must make all repairs and do whatever is reasonably necessary to put and keep the rental unit in a fit and livable condition. The landlord must keep all common areas, such as hallways and stairwells, in a reasonably safe condition, and if the rented premises contain more than 4 dwelling units, the landlord must keep the common area reasonably clean. The landlord must provide running water, reasonable amounts of hot water and reasonable heat, unless 1) the building is not required by law to be equipped for that purpose, or 2) where the unit is equipped with appliances that generate heat and hot water and these appliances are within the exclusive control of the tenant. Finally, the landlord must keep in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied, or required to be supplied by him. The landlord and tenant may agree in writing for these duties to be performed by the tenant if that agreement is entered into in good faith. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded in the lease.

The landlord has the right to enter the dwelling unit with the consent of the tenant to inspect, make repairs, alterations, improvements, supply necessary or agreed services or show the premises to purchasers, lenders, prospective tenants, workmen or contractors. The tenant can

RE: Tonya Ellington Unit#4313

From: Traci McCoubrey (traci_mccoubrey@edwardrose.com)
To: tonyae411@yahoo.com
Cc: reed_cornelison@edwardrose.com
Date: Thursday, July 13, 2023 at 12:01 PM EDT

*Defamation
of
Character*

Tonya,

Nothing in my email was a threat. I extended the courtesy to immediately void your lease agreement without penalty, especially if you feel
I should not have to elaborate; however contractors have made complaints regarding your aggressive approaches. Multiple employees (not
This is not a threat, it is a request to cease, prior to escalating to a higher authority.

Tonya, I wish you the best of luck in your future endeavors.



EDWARD
ROSE
& SONS

Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

Confidentiality Notice: This transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential, or otherwise protected from

From: Tonya E. <tonyae411@yahoo.com>
Sent: Thursday, July 13, 2023 11:42 AM
To: Traci McCoubrey <Traci_McCoubrey@edwardrose.com>
Cc: Reed Cornelison <Reed_Cornelison@edwardrose.com>; T E. <tonyae411@yahoo.com>
Subject: Re: Tonya Ellington Unit#4313

Good morning Traci,

As a woman of Faith, I disagree with your false and definitely untrue allegations against my character as well as harassment towards your emp

Being that this will be my last correspondence to you, let me give you my truth in details.

Emerald Creek lease does in fact states the common areas to be cleaned. Whose responsibility for the area, if not the property owners?! Have

Edward Rose Associates Inc. via Edward Rose and Sons marketed and promoted a Brand New Luxury Community. I was deceived by the man
don't insult my character or intelligence.

I've done my extensive research on Edward Rose Associates Inc. and their unethical practices of every property. Everyone can't be lying when

I paid until August and I said, "I will be out before/on September 8, 2023 of which you had agreed." So, don't you dare attempt to bully me into

Re: Tonya Ellington Unit#4313

From: Tonya E. (tonyae411@yahoo.com)
To: traci_mccoubrey@edwardrose.com
Cc: reed_cornellison@edwardrose.com; tonyae411@yahoo.com
Date: Thursday, July 13, 2023 at 12:26 PM EDT

Receipt

Traci,

I said what I said. I refuse to read your entire reply as you're not only disturbing my peace you're elevating my stress level. I'm retired and you're at work. Would you like to be disturbed during your off time? I doubt it. Note that you're so use to it. If want me out by August 1st, then you need to reimburse my \$1412, moving to/from chosen storage unit expenses, hotel stay and storage fee to place my items until my new unit is available. You may as want add pain and suffering because eve Please be advised today's correspondences will be documented with my doctor I have a telemedicine appointment with today and thereafter the court as well as all associated to my disability case.

So, if you want to settle out of court then add \$7,500.00 plus \$80 my filing fee. I would have filed Superior Court but I have way too many other adversaries taking up my time. EC addition was unforeseen and not my fault.

So if you don't want to accept my offer, then don't reply back. If you don't reply then I'll accept it as no acceptance. I will then commit to my initial vacate date said and submit notice of vacate, unit inspection and all keys returned.

See you in court.

Have a nice day.

Respect Given Always,
Miss Tonya Ellington #4313

Sent from Yahoo Mail for iPhone

On Thursday, July 13, 2023, 12:01 PM, Traci McCoubrey <Traci_McCoubrey@edwardrose.com> wrote:

Tonya,

Nothing in my email was a threat. I extended the courtesy to immediately void your lease agreement without penalty, especially if you feel your life/safety are at risk.

I should not have to elaborate; however contractors have made complaints regarding your aggressive approaches. Multiple employees (not Mike or Dana) have made complaints about the discomfort they have felt from your communi

This is not a threat, it is a request to cease, prior to escalating to a higher authority.

Tonya, I wish you the best of luck in your future endeavors.

*See, she rather be combative
but blame me.*



EDWARD
ROSE
& SONS

Traci McCoubrey | Regional Manager, Bloomfield Hills
38525 Woodward Avenue | P.O. Box 2012
Bloomfield Hills, MI 48304
Phone: (248) 686-5301 | Fax: (248) 686-5400

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Thursday, July 13, 2023 11:42 AM
To: Traci McCoubrey <Traci_McCoubrey@edwardrose.com>

Re: Confirmation of Intent to Vacate

Exhibit 6B

From: Tonya E. (tonyae411@yahoo.com)

To: emeraldcreek@edwardrose.com

Cc: tonyae411@yahoo.com

Date: Friday, September 1, 2023 at 09:06 AM EDT

Good morning, Emerald Creek Apartments,

Excuse my tardiness in replying as I was too busy maintaining my sanity and focusing on moving from Emerald Creek to my new residency. I wasn't available to retrieve this email until now on 09/01/23.

My scheduled date as of today, 09/01/23 at 2 PM I will be at the apartment #4313 to surrender my keys to EC employee after the apartment is inspected. I will be videotaping the conditions of the apartment as informed RPM Traci Mc. due to my unforeseen treatments and conditions as a resident. No conversation will be needed, and I will NOT video tape the EC employee, but voice record and video tap the apartment as it's being inspected.

I will leave the apartment better than my move in conditions as it wasn't cleaned properly. The corridor stairwell railings I cleaned for my movers yesterday 8/31/23 as they never been cleaned by ECA groundkeepers since my move in 10/29/23. I was recently told through RPM Traci M, this wasn't part of my lease, even though it's part of the community common areas.

It's unethical for this Notice of Move-out requires the resident to perform, but the Property Management/Owner does not perform. I sincerely pray, Edward Rose LLC and all entities, do better for their residents, rather than operate in unprofessional and unethical practices.

I am looking forward to my day in court with your attorney Mr. Wyman on 09/19/23.

Respect Given Always,
Miss Tonya Ellington

On Wednesday, August 30, 2023 at 10:25:50 AM EDT, <emeraldcreek@edwardrose.com> wrote:

Dear Tonya,

The attached letter confirms Emerald Creek Apartments received notice of your intent to move out of your apartment. Please review the letter for important information regarding the next steps in this process. If you are no longer moving or would like to discuss your renewal options available to you, please contact the Leasing Office. Thank you for allowing us to be A Part of Your Life as your preferred home provider. We wish you the best in your move and new home.

Sincerely,
Emerald Creek Apartments

RE: Confirmation of Intent to Vacate

From: Reed Cornelison (reed_cornelison@edwardrose.com)

To: tonyae411@yahoo.com

Cc: emeraldcreek@edwardrose.com; traci_mccoubrey@edwardrose.com

Date: Friday, September 1, 2023 at 10:14 AM EDT

Good morning, Tonya,

I didn't see this email until 9/2/23 @ 11:10 am

Thank you for your email. Our Maintenance Supervisor, Mike, and I, will be at your apartment at 2PM today to conduct the move-out inspection. Per your request, we will not have a conversation.

I replied back to Reed

Best regards,



Reed Cornelison, PMIC | Property Manager, Laurel Woods and Emerald Creek Apartments

350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607

Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>

Sent: Friday, September 1, 2023 9:07 AM

To: BH Emerald Creek <EmeraldCreek@edwardrose.com>

Cc: T E. <tonyae411@yahoo.com>

Subject: Re: Confirmation of Intent to Vacate

CAUTION - EXTERNAL EMAIL

Do not click any links or open attachments unless you are certain they are safe.

Good morning, Emerald Creek Apartments,

Excuse my tardiness in replying as I was too busy maintaining my sanity and focusing on moving from Emerald Creek to my new residency. I wasn't available to retrieve this email until now on 09/01/23.

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I will leave the apartment better than my move in conditions as it wasn't cleaned properly. The corridor stairwell

Re: Confirmation of Intent to Vacate

From: Tonya E. (tonyae411@yahoo.com)
To: reed_cornelison@edwardrose.com
Bcc: tonyae411@yahoo.com
Date: Saturday, September 2, 2023 at 11:10 AM EDT

Read
didn't
reply -
He doesn't want
to lose his
job. He did what he
could but
Traci, Mike
know all
times
to which together
Reed is
innocent to
a degree

Good morning, Reed,

I am just getting your reply as I removed my email applications from my phone to omit any distractions in my current living, moving and mental status.

I can't thank you enough for all you did in attempt to correct my valid complaints and unforeseen endurances with said person(s). I hope and pray for nothing but the best in your todays and future endeavors. Happy Belated Birthday as well.

Have an amazing, safe, healthy and celebration of life remainder of 2023 as well as beyond.

Respect Given Always,
Miss Tonya Ellington

On Friday, September 1, 2023 at 10:14:50 AM EDT, Reed Cornelison <reed_cornelison@edwardrose.com> wrote:

Good morning, Tonya,

Thank you for your email. Our Maintenance Supervisor, Mike, and I, will be at your apartment at 2PM today to conduct the move-out inspection. Per your request, we will not have a conversation.

Best regards,



EDWARD
ROSE
& SONS

Reed Cornelison, PMIC | Property Manager, Laurel Woods and Emerald Creek Apartments

350 Fairforest Way [LW] | 301 Fairforest Way [EC]
Greenville, SC 29607

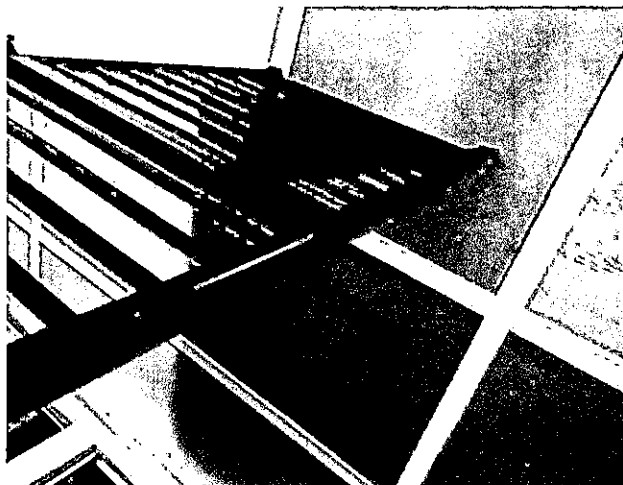
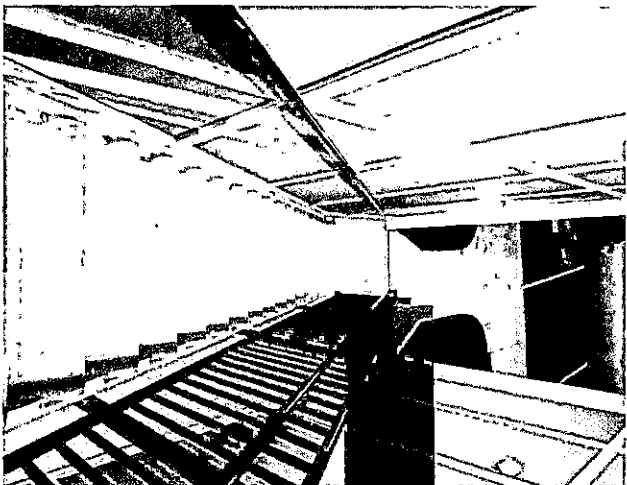
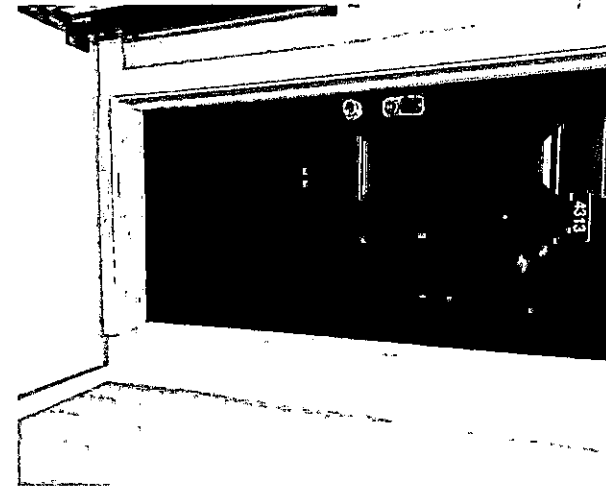
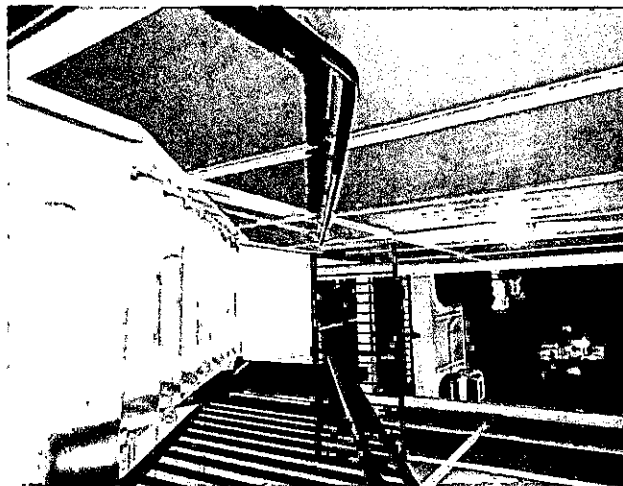
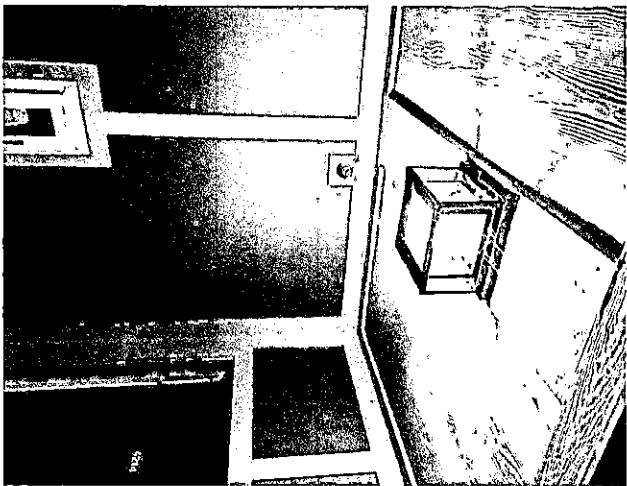
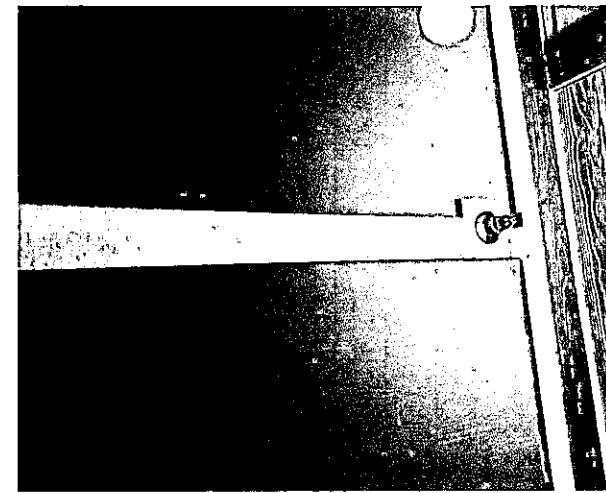
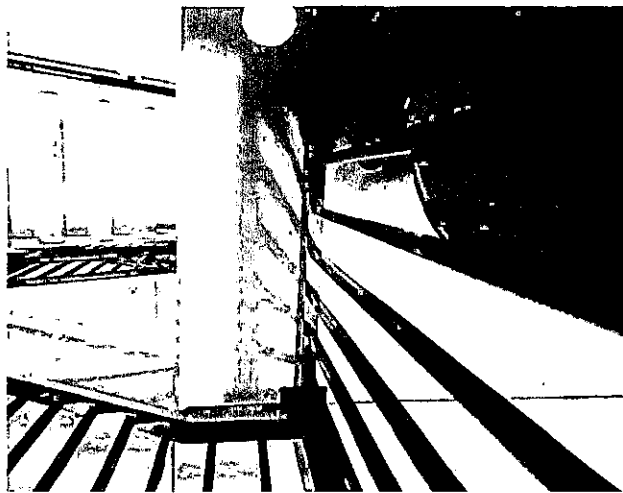
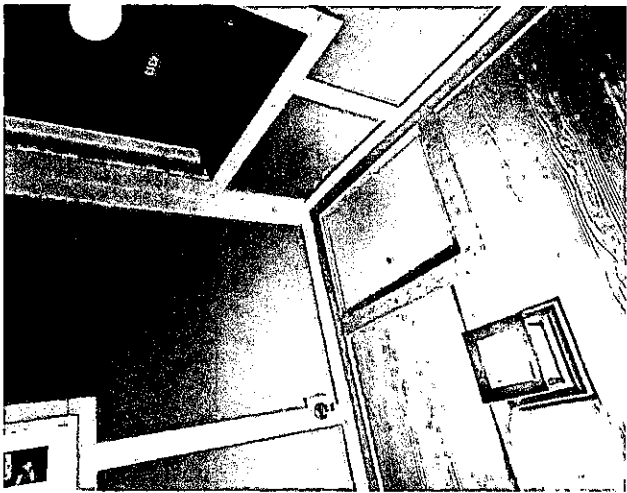
Phone: (864) 288-7073 [LW] | (864) 214-2105 [EC] | | Fax: (864) 288-7068

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From: Tonya E. <tonyae411@yahoo.com>
Sent: Friday, September 1, 2023 9:07 AM
To: BH Emerald Creek <EmeraldCreek@edwardrose.com>
Cc: T E. <tonyae411@yahoo.com>
Subject: Re: Confirmation of Intent to Vacate

CAUTION - EXTERNAL EMAIL

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Ex.

Exhibit 7

First
place!



WOMBLE
BOND
DICKINSON

September 26, 2023

Womble Bond Dickinson (US) LLP

550 South Main Street
Suite 400
Greenville, SC 29601

t: 864.255.5400
f: 864.255.5440

Jason Wyman
Counsel
Direct Dial: 864-255-5421
Direct Fax: 864-239-5871
E-mail: Jason.Wyman@wbd-us.com

Gantt Summary Court
1103 White Horse Rd.
Greenville, SC 29605

Re: ***Tonya Ellington v. Rose Edward Assoc., et al.***
Civil Case No. 2023CV2311002593

Dear Clerk:

Enclosed for the Court's consideration, please find the original and one copy of the proposed Order Ending Action. I kindly ask you to present this to Judge Duckett for her consideration. Assuming it meets with her Honor's approval, please return a clocked copy to me in the enclosed self-addressed stamped envelope.

Should you have any questions, please do not hesitate to call me.

Sincerely,

Womble Bond Dickinson (US) LLP



Jason Wyman
Counsel

JDW/
Enclosure

cc: Tonya Ellington

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MAGISTRATE COURT

CASE NO.: 2023CV2311002593

Exhibit 8

Tonya Ellington,

Plaintiff,

v.

Rose Edwards Assoc., LLC/Edward Rose
Assoc., LLC (Emerald Creek Apts.),

Defendants.

ORDER ENDING ACTION

This matter came before me on September 19, 2023 for a trial, without a jury, on the merits. Tonya Ellington appeared *pro se*. Jason D. Wyman, Esq. appeared on behalf of Defendants Rose Edwards Assoc., LLC/Edward Rose Assoc., LLC (Emerald Creek Apts.). At the end of Plaintiff's testimony, Defendants moved for a directed verdict, arguing Plaintiff established no cognizable claim against Defendants. After considering the testimony and the arguments of the parties, I granted the motion.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Plaintiff's claims are dismissed with prejudiced.

AND IT IS SO ORDERED.

The Honorable Jacquelyn I. Duckett
Summary Court Judge, Greenville County

Dated: _____

Exhibit 9



Emerald Creek Apartments

Current Address:

Tonya Ellington
PO BOX 1623
GREER, SC 29652-1623

Current Date: 09/26/2023

Move In Date: 10/29/2020

Lease Expiration Date: 10/23/2023

Move Out Date: 09/01/2023

Apartment Address:

301 Fairforest Way Apt. #4313
Greenville, SC 29607

Dear Tonya,

A review of our records and an inspection of the above-named apartment which was vacated by you on the date above show that you **are owed a refund of \$352.93.**

Balance as of 9/01/2023		\$0.00
Charges on or after 9/01/2023		
Rent	42.90	
Concession	(2198.97)	
Garage	4.17	
Rent Due After Move-Out	2198.97	
Total Charges		47.07
Final Balance Before Security Deposit		47.07
Security Deposit		400.00
Refund Paid		\$352.93

If you have a balance due, please remit the balance in full within 15 days. Please send all payments and correspondence to:

Bloomfield Collections Dept.

P.O. Box 2012

Bloomfield Hills, MI 48303-2012

Phone: (248) 686-5300 Email: Collections@edwardrose.com

Please indicate your name, community name, and former apartment number on all correspondence.

We wish to take this opportunity to thank you for selecting an EDWARD ROSE & SONS apartment as your home during this period. We trust that should you have need of another apartment in the future, you will give us the opportunity to be A Part of Your Life. It was indeed a pleasure to serve you.

Edward Rose & Sons

Cash Concentration Account
P.O. Box 2012
Bloomfield Hills, MI 48303-2012

Huntington Bank
2025 WOODWARD AVENUE
DETROIT, MI 48226

Exhibit 9

74-3471724

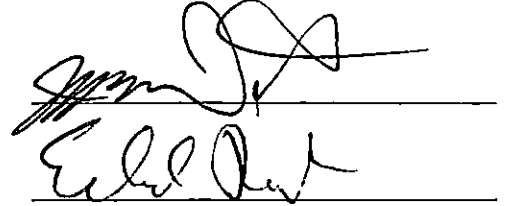
DATE
09/27/2023

CHECK NO.
34234

\$352.93*****

Pay: **** THREE HUNDRED FIFTY TWO AND 93/100 DOLLARS

PAY Tonya Ellington
TO THE PO BOX 1623
ORDER OF GREER, SC 29652-1623



⑈000034234⑈ ⑆072403473⑆01382221674⑈

DATE:09/27/2023 CK#:34234 TOTAL:\$352.93***** BANK:Personnel Mgmt Cash Con Acct(12ccc1)
PAYEE:Tonya Ellington(t0572009)

Property Address - Code	Invoice - Date	Description	Amount
Emerald Creek Apartments - 11-006	:Refund 9/26/2023 1:35:13 PM	Move out refund	352.93
			352.93

DATE:09/27/2023 CK#:34234 TOTAL:\$352.93***** BANK:Personnel Mgmt Cash Con Acct(12ccc1)
PAYEE:Tonya Ellington(t0572009)

Property Address - Code	Invoice - Date	Description	Amount
Emerald Creek Apartments - 11-006	:Refund 9/26/2023 1:35:13 PM	Move out refund	352.93
			352.93

Exhibit
10

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Ross Termaat,	)	
Plaintiff,	)	
	)	
v.	)	Case No. -CV-
	)	HON.
Edward Rose & Sons, LLC	)	
Defendants.	)	COMPLAINT

In support of his Complaint, the plaintiff, by counsel, states the following:

JURISDICTION AND VENUE

1. The plaintiff, Ross Termaat, is a resident of the State of Michigan, County of Kalamazoo, Michigan with the address 9165 Alidor Street, Schoolcraft, Michigan 49087.
2. The defendant, Edward Rose & Sons, LLC, (hereinafter "Edward Rose," or "defendant"), is a domestic for profit corporation organized under the laws of the State of Michigan with a regional office address of 6101 Newport Rd., Portage, Michigan 49002 and a corporate office address of 38525 Woodward Avenue, Bloomfield Hills, MI 48303-2011. The defendant engages in continuous general business activities in this State and in Kalamazoo County.
3. The Court has original jurisdiction over the subject matter and the parties to this Complaint.
4. The amount in controversy exceeds \$75,000.
5. Venue is appropriate because the activities giving rise to this Complaint occurred in Kalamazoo County, State of Michigan.

FACTS AND PRESENT CONTROVERSY

**COUNT I – WRONGFUL DISCHARGE
AND RETALIATION FOR OPPOSING UNLAWFUL DISCRIMINATION
(WHISTLEBLOWER)**

6. Ross Termaat was hired on March 22, 2004 by Edward Rose & Sons (the "employer"). He became the salaried Resident Manager for Walnut Trail Apartments property located in Portage, Michigan in 2011.
7. From the time of plaintiff's hire to the date he was terminated (August 7, 2015), the plaintiff received "good" or "very good" written employee reviews from the employer and his work was never questioned by management or employees.
8. On or about July 9, 2015, immediately subsequent to a good performance review, the plaintiff reported unacceptable behavior by two of his Caucasian employees towards two other minority co-workers. The plaintiff believed and reported to the company that the unacceptable behavior was motivated by the victimized employees' race, religion, and national origin. Plaintiff complained to management when Caucasian employees called the black employee "worthless and no good," "stupid," "ghetto," and made fun of the black employees hair and mannerisms. White employees were not treated this way and management did not respond to the plaintiff's concerns.
9. On or about July 19, 2015, after unsuccessful efforts to get the employer to take action, the plaintiff filed paperwork with the EEOC complaining of the unfair treatment towards the two co-workers. The plaintiff also sent an email to the National Whistleblowers Center on July 17, 2015.
10. Subsequent to reporting the discriminatory treatment by defendants, the plaintiff was harassed by his supervisor, Jennifer Creek, (hereinafter, the "supervisor"), and others under the supervisor's influence, including the plaintiff's subordinates, and was ultimately discharged to wit:
 - a. As a resident manager, the plaintiff lived in an apartment on site. The supervisor caused his apartment to be listed as vacant as a way to intimidate the plaintiff.
 - b. The plaintiff was treated poorly when he complained that the corporate office, which held all "white" senior managers, was being referred to as the "white house."

c. When the plaintiff was hired as resident manager, there were no minority employees. When the plaintiff hired a Chinese, non-Christian individual and attempted to offer assistance to another African American employee who was recently hired, the other white employees and the plaintiff's supervisor subjected the plaintiff to increased scrutiny and poor treatment, began intentionally causing disturbances between the plaintiff and his subordinates, began questioning the plaintiff's every action, and caused the plaintiff to fear for his job. The supervisor's actions caused the plaintiff to believe that she was attempting to cause him stress and to cause him to resign.

COUNT II – VIOLATION OF FMLA

11. The plaintiff re-alleges and incorporates paragraphs 1-10 in support of his claims.
12. In mid-2015, the plaintiff sought treatment for anxiety and depression. The plaintiff requested FMLA leave and took a leave of absence for his condition upon the recommendation of a doctor.
13. The plaintiff's conditions were known to the employer since 2011 when he took FMLA leave for the same conditions.
14. Upon return from FMLA leave in June of 2015, the plaintiff's supervisor harassed the plaintiff and retaliated against him for taking his requested leave. In fact, the supervisor made attempts to exacerbate the plaintiff's condition and encouraged others to do so as well. The plaintiff's anxiety and depression, as a result, worsened.
15. The plaintiff's anxiety and depression severely limited his ability to interact well with some of his colleagues and the supervisor's attempts to exacerbate his condition increasingly affected his relationships with others at work.
16. The defendant continued to list the plaintiff's apartment as vacant in retaliation for his FMLA leave and as a way to harass the plaintiff.

COUNT III – HARASSMENT (HOSTILE WORK ENVIRONMENT) AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

17. The plaintiff re-alleges and incorporates paragraphs 1-16.

18. The plaintiff's anxiety and depression was made known to other employees by the plaintiff's supervisor.

19. The supervisor and other employees aware of the plaintiff's condition who did not agree with the plaintiff's management style used knowledge of the plaintiff's health condition as a way to harass him and made work conditions intolerable.

20. The supervisor deliberately caused the plaintiff to become extremely emotionally upset knowing that his condition made him more susceptible to upset feelings.

21. The plaintiff began feeling as though he would have an emotional breakdown due to the actions of the defendant/supervisor.

22. The defendants' actions were extreme and outrageous, beyond the bounds of acceptable conduct in a civilized society;

Intended to, or could reasonably be foreseen to, cause a reasonable person serious emotional trauma; and actually caused severe and serious emotional distress for the plaintiff.

23. Due to the actions of defendant, the plaintiff was fearful that he would lose his job and that other people would continue to increase his levels of anxiety and depression, was humiliated by his supervisor and other employees, and worried that he might have a mental breakdown.

24. The emotional distress caused by the defendant and by defendants' representatives made it difficult for the plaintiff to function in business and personal relationships and caused him to become angry and increasingly saddened.

COUNT IV – VIOLATION OF THE ADA (AMERICANS WITH DISABILITIES ACT)

25. The plaintiff re-alleges and incorporates paragraphs 1-24.

26. The plaintiff suffered from anxiety and depression disorder and his employer, the defendant, was aware of his need for special accommodation because his disorder had been heavily documented in his personnel file.

27. The defendant/supervisor knew that subjecting the plaintiff to increased scrutiny, fear of losing his job, listing his apartment on the vacancy list, and encouragement by the supervisor to other employees to make the plaintiff's job more difficult, would cause the plaintiff's disorder to worsen but intentionally engaged in the above mentioned activities to no avail.

28. The plaintiff's disorders made it difficult to interact with others and he suffered a breakdown.

29. The plaintiff was reprimanded by his supervisor for taking allowable PTO (paid time off) when he took some days off when his anxiety was high and he needed a break.

30. The plaintiff was ultimately discharged and his termination paperwork lists the following as the reason: *"Unprofessional conduct." "Ross has lost the respect of his employees. Many are looking for other employment or are unhappy with their job due to their supervisor's behavior. Ross cannot effectively manage the community without the support of his employees."*

31. None of the plaintiff's employees directly complained to him regarding his behavior.

32. The plaintiff's anxiety and depression, exacerbated by his supervisor and those at her direction, affected the plaintiff's ability to interact effectively with his employees.

COUNT V – WRONGFUL DISCHARGE AND RETALIATION FOR FILING A
DISCRIMINATION CLAIM WITH THE EEOC

33. The plaintiff re-alleges and incorporates paragraphs 1-32.

34. The plaintiff filed an EEOC charge on July 19, 2015 for retaliation for taking FMLA and violation of the ADA.

35. The defendants terminated the plaintiff on August 7, 2015, two days after receiving the notice of the plaintiff's EEOC claims from the EEOC. Notice was received by the employer on August 5, 2015.

WHEREFORE, the plaintiff in this cause requests that the Honorable Court Order:

- a. Order the defendants to pay compensatory damages, actual and general in an amount exceeding \$75,000 for each Count and applicable violation of an Act;
- b. Award punitive damages;
- c. Order injunctive relief by way of employee discrimination training;
- d. Award court costs and attorneys fees;
- e. Any other relief deemed equitable.

Jury Demand

The plaintiff, by and through counsel, hereby maintains his demand for trial by jury.

Dated:

/s/ _____ *Ross Termaat* _____

Ross Termaat, Plaintiff

Submitted By:

Beebe Law Group PLLC

/s/ _____ *Amber D. Beebe* _____

By: Amber D. Beebe

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correctly with the correct type of gloss. Gloss will last about 2 years max and they are trying to charge me for this. The management team very is incompetent. This has been the worst property that I ever lived on.

Desired outcome: I would like my money back.

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Brooklyn30 of Fort Wayne, US

Jan 18, 2023 7:25 pm EST Verified customer

Liberty Mills “Fort Wayne, Indiana

Racist, racist company. African American employees at the Liberty Mills location have experienced discrimination for months now. Have been reported to Home Office but they immediately take sides of management and the white employees that have harassed me. Nothing will be done about it. They have no respect for African Americans. Would not recommend to work nor live at any of these communities

Desired outcome: Nothing will happen. All the whites in upper management don't care. They defend the racist/racism

Hide full review →



1 comment

Add a comment



Bougie Vela of US

Mar 30, 2023 1:18 am EDT Verified customer



Disability Rights online News

U. S. Department of Justice
Civil Rights Division

February 2008
Issue Twenty Three

Disability Rights Online News

is a bi-monthly update about the Civil Rights Division's activities in the area of disability rights. The Division enforces laws prohibiting discrimination based on disability in employment, housing, access to businesses serving the public, access to government programs and services, including voting and public transportation, and unconstitutional conditions in institutions of confinement.

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JUSTICE PROJECT IMPROVES CONDITIONS FOR PEOPLE WITH DISABILITIES IN PRISONS AND JAILS

Some of the most egregious conditions faced by people with disabilities are those faced by people who are incarcerated in prisons and jails. At the beginning of 2006, state prisons held 1,259,905 inmates in custody. And local jails held 766,010. Adding in the number of people on parole or probation or in federal prisons, the number of individuals in the United States correctional system swells to more than 7 million.

Like all other facilities covered by Title II of the ADA, correction and detention facilities are required to make their programs, services, and activities accessible. This includes intake operations such as fingerprinting, initial medical and

(Continued on page 2)

COURT APPROVES DISTRIBUTION OF \$700,000 IN FAIR HOUSING DAMAGES

On December 12, 2007, the federal court in Detroit, Michigan, approved a plan for distributing \$700,000 in monetary damages to 37 people with disabilities who had been harmed by the lack of accessible features at apartment complexes owned by Michigan apartment owner Edward Rose and Sons. An additional \$250,000 from the settlement fund will be used to increase housing opportunities for people with disabilities. The payments are in accordance with a September 2005 consent decree entered in *United States v. Edward Rose and Sons*, in which the defendants agreed to establish a fund to compensate victims of their alleged discrimination on the basis of disability. (See previous story in issue #9.)

The consent decree resolved two lawsuits filed by the United States in 2001 and 2002 alleging that Edward Rose and Sons, along with their architects and affiliated companies, had failed to design and construct 49 apartment complexes in Michigan, Indiana, Illinois, Ohio, Wisconsin, Virginia, and

(Fair Housing, continued)

Nebraska in accordance with the accessibility requirements of the Fair Housing Act and the Americans with Disabilities Act. Among other things, the decree required the Rose companies to set aside \$950,000 to compensate people who had been harmed by the lack of accessible features and to take steps to notify tenants and other persons of their right to apply for compensation.

The Department subsequently identified 37 people who should be compensated, and the court approved the distribution of \$700,000 to them. The remaining \$250,000 will go toward increasing housing opportunities for people with disabilities in communities where Edward Rose and Sons operates, in a manner to be determined later by the court.

"This is an important settlement for persons who were denied the right to live in accessible housing," said Grace Chung Becker, Acting Assistant Attorney General for the Civil Rights Division. "The Civil Rights Division is committed to ensuring that individuals are not prevented from occupying the home of their choice because of illegal accessibility barriers or other violations of federal law."

"Despite the Fair Housing Act's enactment by Congress so many years ago, some landlords still fail to make their properties accessible to

persons with disabilities. This case demonstrates our office's commitment to aggressively enforcing federal fair housing laws and our continuing – and successful – efforts to fight discrimination based on race, color and national origin, religion, sex, familial status and disability," said Stephen J. Murphy, U.S. Attorney for the

Eastern District of Michigan. "As a result of this case, more than 5,000 apartment units are being made accessible to citizens with disabilities. We are also pleased to be able to compensate those individuals who have been victims of housing discrimination in this case."

ALBANY, NEW YORK, DEVELOPERS WILL COMPENSATE VICTIMS AND RETROFIT SEVEN APARTMENT COMPLEXES FOR ACCESSIBILITY

On January 18, 2008, New York developers Bruce Tanski, the Bruce Tanski Construction and Development Company, Michael Dennis, and the Mountain Ledge Development Corporation reached a settlement with the Department resolving the Department's demands for monetary and other relief stemming from an earlier federal court ruling that these developers had violated the federal Fair Housing Act by failing to design and construct seven Albany-area apartment complexes to be accessible to people with disabilities.

The Fair Housing Act requires that certain multi-family dwellings include design features that make them more accessible to people with physical disabilities. In 2007, the court found that the defendants had violated the Act by failing to install accessible entrances, bathrooms, kitchens, pedestrian walkways, and thermostats within the reach of people who use wheelchairs at the McGregor Village Apartments, Clifton Court North Apartments, Andrea Court Apartments, Cranberry Estates, Pine Ridge II Apartments, Halfmoon Court Apartments, and Carol Jean Estates. For example, all of the ground floor units at these complexes were built with one or more steps in front of them.

The settlement, which was approved by the court on January 22, requires the defendants to eliminate the steps; retrofit the apartments; retrofit public and common use areas; pay \$155,000 in damages to people identified by the Department as having been harmed by these inaccessible features, and pay \$20,000 in civil penalties. In addition, the settlement requires the defendants

(Albany, continued)

to comply with federal accessibility requirements in all future construction of apartment complexes; to report to the government on any future construction projects; and to undergo training on the requirements of the Fair Housing Act.

"With this settlement, persons in wheelchairs will be able to enter the doors of their homes, reach their thermostats, and move around in their kitchens and bathrooms," said Grace Chung Becker, Acting Assistant Attorney General for the Civil Rights Division. "This settlement will open up 362 more apartments to persons with disabilities."

"The Fair Housing Act requires that covered multi-family dwellings constructed for first occupancy after March 13, 1991, take into consideration the needs of persons with disabilities," said Kim Kendrick, HUD Assistant Secretary for Fair Housing and Equal Opportunity. "Stairs without ramps, doorways too narrow for wheelchairs, and environmental controls that are inaccessible deny persons with disabilities equal access to the housing of their choice. This is unacceptable when one out of five people living in our country has a disability."

The settlement also resolves the Department's claim that Michael Dennis and the Mountain Lodge Development Corpo-

DEPARTMENT TO HOLD MULTI-FAMILY HOUSING ACCESS FORUM IN SEATTLE IN MAY

The Department's next Multi-Family Housing Access Forum will be held on Tuesday morning, May 20, 2008, at the Marriott SpringHill Suites in downtown Seattle, Washington. The Access Forum is a nationwide program that the Assistant Attorney General for the Civil Rights Division launched in 2005. Its purpose is to help building professionals understand their legal obligations under the federal Fair Housing Act's accessibility requirements and to celebrate partnerships that have successfully produced accessible multi-family housing in which everyone profits – developers and consumers alike. Expected to participate are building professionals, including architects and engineers, as well as developers, government officials, and advocates for individuals with disabilities. The last Access Forum event was held in Miami in November, and was attended by more than 80 people. Previous events were held in Minneapolis, Phoenix, Atlanta, Dallas, and Washington, DC. To learn more about the program and the Department's fair-housing enforcement activities, visit www.usdoj.gov/fairhousing/. To receive an invitation to the May event, email the Department at accessforum@usdoj.gov.

ration failed to grant reasonable accommodations to people with disabilities. Under the terms of the agreement, these defendants must develop and post a reasonable accommodation policy that contains specific and objective standards and procedures for handling requests by people with disabilities for reasonable accommodations. These defendants are required to maintain records of such requests and to report them and any related complaints to the Department.

The case began when a tenant of McGregor Village

filed a fair housing complaint with the U.S. Department of Housing and Urban Development (HUD). After investigating the matter, HUD issued a charge of discrimination, and the matter was referred to the Justice Department, which filed the lawsuit in June 2004. (See previous stories in issues #2 and #19.) Three architects and an engineer who were also defendants in the case had previously reached settlements with the Department that included an additional \$18,000 for payments to victims

Sued for
not having
Disability accessible Apts

IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

UNITED STATES OF AMERICA,

Plaintiff-Appellee

v.

EDWARD ROSE & SONS, *et al.*;
DORCHEN/MARTIN ASSOCIATES, INC.;
ECKERT/WORDELL ARCHITECTS, P.C.;
GERALD PETERSON; JAMES R. SAULE,

Defendants-Appellants

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

BRIEF FOR THE UNITED STATES AS APPELLEE

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STATEMENT REGARDING ORAL ARGUMENT

The United States does not oppose Appellants' request for oral argument.

IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

Nos. 03-1316, 03-1418

UNITED STATES OF AMERICA,

Plaintiff-Appellee

v.

EDWARD ROSE & SONS, *et al.*;
DORCHEN/MARTIN ASSOCIATES, INC.;
ECKERT/WORDELL ARCHITECTS, P.C.;
GERALD PETERSON; JAMES R. SAULE,

Defendants-Appellants

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

BRIEF FOR THE UNITED STATES AS APPELLEE

JURISDICTIONAL STATEMENT

The Rose defendants'¹ jurisdictional statement is correct, although we note that the order granting the preliminary injunction was not entered until February 24, 2003 (Docket Sheet # 43, Apx. p. 11). This Court has jurisdiction over the Rose defendants' appeal (No. 03-1316) under 28 U.S.C. 1292(a)(1).

¹ The "Rose defendants" refer collectively to Edward Rose & Sons; Edward Rose & Sons, Inc.; Edward Rose & Associates, LLC; Edward Rose & Associates, Inc.; Edward Rose Development Co., LLC; Edward Rose Realty, Inc.; Edward Rose Properties, Inc.; Occidental Development Co., LLC; Occidental Development, Ltd.; Huron Development, LP; and Green Ridge, LP.

The Architect defendants,² however, do not have standing to appeal. The injunction here pertains only to two properties (Westlake Apartments and Lake Pointe Apartments), both of which were designed by Alexander V. Bogaerts & Associates, P.C., which is not a party to this appeal (R. 53 First Amended Complaint at 5 (¶ 12), Apx. p. 64; Architect Br. 1 n.2).³ The record contains no evidence that the Architect defendants were involved with those two properties or would perform any work related to those projects in the absence of an injunction. Indeed, the Architect defendants' counsel advised the district court that "Alexander Bogaerts is the architect who provided design services with respect to the two projects at issue" in the injunction, and "we recognize that the issue of [the] preliminary injunction is one primarily with which the Rose Defendants are concerned" (R. 49: 2/19/03 Letter at 1, Apx. p. 308). However, this Court need not decide at this time whether the Architect defendants have standing because their appeal (No. 03-1418) has been consolidated with that of the Rose defendants, which do have standing. See *Kelley v. Selin*, 42 F.3d 1501, 1510 (6th Cir.), cert.

² The "Architect defendants" refer collectively to appellants Dorchen/Martin Associates, Inc.; Eckert/Wordell Architects, P.C.; James R. Saule; and Gerald Peterson.

³ "Architect Br. ____" refers to the page number of the Architect defendants' opening brief. "Rose Br. ____" indicates the page number of the Rose defendants' opening brief. "NAHB Br. ____" refers to the page number of the *amicus* brief filed jointly by the National Association of Home Builders, the National Multi Housing Council, and the National Apartment Association.

denied, 515 U.S. 1159 (1995). The issue would become relevant only if the Rose defendants' appeal were terminated prior to a merits decision by this Court.

STATEMENT OF THE ISSUE

Whether the district court abused its discretion in entering a preliminary injunction prohibiting the construction and occupancy of certain apartment buildings whose designs violate the Fair Housing Act because the paths leading to, and the areas immediately outside of, the primary entrances to individual ground-floor units would be inaccessible to persons with disabilities.

STATEMENT OF THE CASE

On September 3, 2002, the United States filed a complaint alleging that defendants had violated the Fair Housing Act, 42 U.S.C. 3601-3619, and Title III of the Americans With Disabilities Act (ADA), 42 U.S.C. 12181-12189, by failing to design and construct several apartment complexes to be accessible to persons with disabilities (R. 1 Complaint, Apx. pp. 16-29). The complaint named two sets of defendants: (1) the Rose defendants, a group of affiliated companies and partnerships engaged in the development, construction, and operation of apartment complexes, and (2) the Architect defendants, who had provided building designs for some of the apartment complexes covered by the United States' complaint, but not for the two complexes at issue in this appeal (*id.* at 2-5 (¶¶ 3-11), Apx. pp. 17-20). See p. 2, *supra*.

During the course of the litigation, the United States discovered that the Rose defendants were planning to proceed with construction of 19 inaccessible

buildings at two apartment complexes – Lake Pointe Apartments in Batavia, Ohio, and Westlake Apartments in Belleville, Michigan (R. 43 Order at 3, 23, Apx. pp. 35, 55). These proposed buildings are designed so that the primary entrance to each ground-floor apartment could be reached only by descending stairs.

Consequently, the primary entrances would be inaccessible to wheelchair users and other persons with serious mobility impairments. Each ground-floor unit also would have an entrance at the rear of the building through the back patio door, which the Rose defendants claim would be accessible to wheelchair users (*id.* at 2-3, Apx. pp. 34-35).⁴ See also pp. 6-7, *infra*.

On January 21, 2003, the United States moved for a preliminary injunction, asking the district court to enjoin the construction and/or occupancy of those 19 buildings until such time as the court could determine an appropriate remedy, or the parties could conduct discovery and reach an agreement on alternative designs and modifications to bring the planned dwellings into compliance with the Fair Housing Act (R. 43 Order at 3, Apx. p. 35; Docket Sheet # 27, Apx. p. 9). Specifically, the United States alleged that the paths leading to and the spaces immediately outside the primary entrances to the ground-floor apartments of the proposed buildings were “public use” and “common use” areas under 42 U.S.C.

⁴ The United States does not concede that all of the rear patio entrances in the 19 buildings would be wheelchair-accessible. Nonetheless, for purposes of the preliminary injunction only, the district court assumed that those back doors would be accessible to wheelchair users (*id.* at 7 n.5, Apx. p. 39).

3604(f)(3)(C)(i), and thus must be made accessible to persons with disabilities (R. 43 Order at 7, Apx. p. 39).

The district court granted in part and denied in part the United States' motion for a preliminary injunction (*id.* at 1, 5-17, 22-23, Apx. pp. 33, 37-49, 54-55). Specifically, the court ordered the Rose defendants (1) to "halt all construction activity on dwellings that are subject to the accessibility requirements of the Fair Housing Act" at the 19 buildings, and (2) to "refrain from occupying, via lease/rental agreements or otherwise" the ground-floor units of any of the 19 buildings whose construction was already complete (*id.* at 23, Apx. p. 55). The injunction defined "construction" to include "all efforts to obtain building and/or occupancy permits on those sites for which permits have not already been issued" (*ibid.*). However, the court denied the motion for a preliminary injunction insofar as the United States sought to prevent the Rose defendants from occupying the second and third floors of buildings whose construction had already been completed (see *id.* at 3 n.3, 16, 17, 23, Apx. pp. 35, 48, 49, 55). ~~Wow!!~~

The Rose defendants and the Architect defendants appealed (R. 50 Notice of Appeal, Apx. pp. 57-59; R. 65 Joint Notice of Appeal, Apx. pp. 74-76). The Rose defendants have filed a motion with the district court to stay the injunction pending appeal (Docket Sheet # 61, Apx. p. 12), but the court has not yet ruled on it.

STATEMENT OF FACTS

1. The proposed apartment buildings

The Rose defendants build, own, and manage apartment buildings in at least nine states, and are one of the largest real estate developers in the mid-western United States (R. 27 Exh. 5: Website printouts, Apx. pp. 136-139).

The district court's injunction covers a total of 19 buildings at two of the Rose defendants' apartment complexes: 12 buildings at Lake Pointe Apartments and seven at Westlake Apartments (R. 43 Order at 23, Apx. p. 55). Little, if any, construction has occurred on 11 of the 19 planned buildings; specifically, no foundations have been installed for those 11 buildings (R. 27 Exh. 1: 1/17/03 Letter at 1, Apx. p. 116). Three other buildings (Lake Pointe buildings 6-8) are in a more advanced stage of construction: their foundations have been laid and sewer and water lines have been installed (*ibid.*). Two additional buildings are nearly complete but the Rose defendants have not yet received occupancy permits for them (R. 59 Transcript at 27, Apx. p. 368). The Rose defendants have completed construction of, and obtained certificates of occupancy for, three of the 19 buildings (*ibid.*). *3 of 19 buildings. When I moved in Building 4 5 thru 9 were still under construction*

Each of the buildings is designed so that the primary entrances of the ground-floor apartments could be reached only by descending stairs. Each ground-floor unit also would have an entrance through a patio door located at grade level at the rear of the apartment building (R. 27 Exh. 6: Schoonover Declaration at 2-3 (¶¶ 5, 7), Apx. pp. 142-143; R. 27, Exh. 7: Sebastian

Declaration at 3-5 (§§ 7, 10), Apx. pp. 159-161; R. 27 Exh. 8: Stickley Declaration at 2-3 (§§ 5, 9, 11), Apx. pp. 192-193; R. 27 Exh. 9: Kelley Declaration at 4 (§ 7), Apx. p. 206). At the bottom of the stairs leading to the primary entrances would be a landing shared by two apartments; the primary entrance to each apartment would open onto this shared space (see R. 27 Exh. 7 Att. 3: Lake Pointe architectural plans, Apx. pp. 166-171, 176-181; R. 27 Exh. 8: Table of Contents for Attachments, Apx. p. 195; R. 27 Exh. 8 Att. A: Westlake plans, Apx. pp. 197-198, 200, 202; see also R. 44 photograph (last page), Apx. p. 304 (showing shared landing at another Rose complex whose designs are similar to those at issue here)).

In each of these proposed buildings, the primary entrances would be directly across from, and close to, the parking lot – typically about 40 feet away. The rear patios doors, however, would be 100 to 430 feet from the nearest parking space (R. 43 Order at 2, Apx. p. 34; R. 27 Exh. 6: Schoonover Declaration at 2-4 (§§ 5, 8-10), Apx. pp. 142-144).

The Rose defendants have built some apartment complexes that do not have these accessibility problems. In other complexes that are not subject to the injunction, the Rose defendants have slightly modified their typical design to provide a path without steps to the primary entrance of each ground-floor apartment (*id.* at 3 (§ 6), Apx. p. 143; R. 27, Exh. 6 Attachments 7 & 8: photos, Apx. pp. 155-156).

2. The district court's opinion

In entering the preliminary injunction, the district court first concluded that the United States had demonstrated a likelihood of success on the merits of its Fair Housing Act claim (R. 43 Order at 6-14, Apx. pp. 38-46). Specifically, the court held that the primary entrance to a ground-floor apartment is part of the “public use” or “common use” area and thus must be accessible to persons with disabilities under 42 U.S.C. 3604(f)(3)(C)(i). In reaching that conclusion, the court relied upon the long-standing interpretation by the Department of Housing and Urban Development (HUD), which the court found to be a “reasonable, permissible construction” that is “consistent with the letter and spirit” of the statute (R. 43 Order at 8, 12-13, Apx. pp. 40, 44-45).

The court rejected defendants’ argument that the case was governed by 42 U.S.C. 3604(f)(3)(C)(iii)(I), which requires that “all premises within” covered dwellings contain certain accessible features, including “an accessible route into and through the dwelling.” The court reasoned that § 3604(f)(3)(C)(iii) applied only to areas within a dwelling, not to the space leading to and immediately outside of the primary entrance, which was a public and common use area which must meet the accessibility requirements of § 3604(f)(3)(C)(i) (R. 43 Order at 13-14, Apx. pp. 45-46).

Next, the court held that because the Fair Housing Act expressly provides for preliminary injunctive relief, the United States was entitled to a presumption that irreparable harm would occur if the Rose defendants continued building