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Sep 19 2024

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver

Appellant,

v.

Charleston County Housing and
Redevelopment Authority

Respondent,

MOTION

Due to the continued violations for the Bond to Stay order that was executed on September 21, 2022, and the Lease page 12 section 14 by the Respondent the Appellant is requesting another 60 days to be added to the extension of the time for the submission of the items due to the Court. The Respondent has wrongfully implemented another Notice of Termination of Lease for an amount that is also in violation of the Bond to Stay and the Lease. A copy of page 1 is enclosed. It is imperative that the Appellant not continue to be subjected to intimidation, retaliation, negligence, negligent supervision, abuse of process, harassment by the

Respondent. A Cease and Desist has been sent on behalf of the Appellant to the Respondent to try to finally get these extremely punitive actions to stop. A copy of the Cease and Desist is also enclosed. The Appellant is still in recovery from injuries sustained as the Respondent is quite aware of in previous declarations. The Appellant is Pro Se, and it would be inhumane to expect her to have to deal with such continued behaviors violations while preparing the materials for the Court. A request for an additional 60 days due to the anguish caused by the lack of regard for the Appellant, the Court, the Rules of Civil Procedures, and the Rules of Professional Conduct is being made. The Court is being asked to oblige. Stress is an underlying cause of many health issues and the cause of the lingering of those trying to heal. Why should the Appellant suffer because of the Respondent's total disregard for the decorum of the Court and its rules? Please grant the additional extension to the already requested one. I still give the Glory to GOD.



Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, S.C. 29455
(843) 303-3410

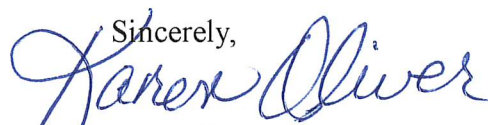
Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
September 19, 2024

Theodore Parker III
Carlton Bowers
Parker Nelson and Associates, CTHD
320 Broad Street Suite 240
Charleston, SC 29401

RE: Cease and Desist
Subject: 9/11/24 Notice of Termination of Lease from Respondent

Dear Theodore and Carlton:

It is apparent that you are either not advising your client properly or your client is acting rogue. Regardless of the situation, the recent Notice of Termination of Lease received from your client is another occurrence of retaliation, harassment, intimidation, negligent supervision, abuse of process, and negligence. It is a clear and intentional violation of the Bond to Stay that was executed on September 21, 2022. It is also a violation of the Lease on page 12 Section 14. It is indicative of you and your client's continued unwillingness to abide by the order of the magistrate and the terms of the lease. Therefore, this Cease and Desist is a demand that you stop violating the terms Bond to Stay order through the aforementioned occurrences. To include charging of a rental amount that was not in the order. Your continued unwillingness to have your client abide by the order has caused me emotional, mental and physical anguish as I am still in recovery from the accident. These continued actions are extremely punitive in nature. The dishonest submissions made to the Court on behalf of your client has also had a continued negative impact on my recovery. Therefore, I am enclosing a copy of a motion to extend me even further time to make my final submissions to the Court. It is extreme and cruel punishment to have such incompetence and a lack of respect for the magistrate's Bond to Stay order. Yet, it is in alignment with the many faux pas that have been exhibited by you and your clients whether intentional or non-intentional in this matter. Please review the Bond to Stay recording at the 15:00 time mark if you need any clarity with the provisions for termination. An immediate correction to this and all matters that you and your client know are dishonest with the Court, and the Rules of Civil Procedures, and the Rules of Professional Conduct are being requested. A copy of this request is being included with the motion for extension of another 60 days due to the effects these extremely punitive violations are having on my health and recovery, not to mention the effects on my family and our lifestyle. As you know you will have 10 days to respond to the Court of Appeals, if you disagree. Again, please honor the Cease and Desist.

Sincerely,

Karen Oliver

Enclosure/jo

Proof of Services
Motion



Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street, Charleston, South Carolina 29403
(843) 722-1942 Fax (843) 577-8825 TDD (800) 735-2905



**Agency Award of
Excellence**

9/11/2024

Karen Oliver
1945 Ghana st
Johns Island, SC 29455

NOTICE OF TERMINATION FOR NONPAYMENT OF RENT AND/OR OTHER CHARGES

Amount Due: \$23,812.00

This notice of termination has been brought about because our records show that your account is unpaid and is now delinquent. You have failed to make payments on or before the due date which is considered a serious violation of the material terms of your lease agreement.

You have failed to comply with the terms and provisions of your dwelling lease with the Charleston County Housing and Redevelopment Authority (CCHRA). As a result, we are terminating your lease effective **10/11/2024**, for the following reason(s):

Paragraph 1. By signing this lease Tenant agrees to all terms and conditions of this lease.

Paragraph 2. Tenant agrees to pay a rent per their lease agreement on the first day of the month.

Paragraph 7.X: Resident agrees to pay when due all charges due under this lease.

Paragraph 12.A: Management shall not terminate or refuse to renew this lease other than for serious or Repeated violations of material terms of the lease such as:

1. Failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.

If you have already made your payment, we would appreciate this being brought to our attention. If payment has not been made, we encourage you to take care of this matter immediately to avoid losing your home. Please remember to add the appropriate late fee(s) when mailing payments or using the drop box.

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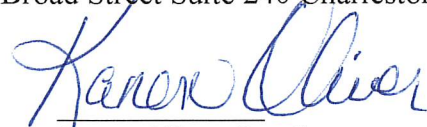
Charleston County Housing and
Redevelopment Authority

Respondent,

PROOF OF SERVICE

I certify that I have served the Motion on Charleston County Housing and Redevelopment Authority by depositing a copy of it in the United States Mail, postage prepaid, on September 19, 2024, addressed to Attorneys Carlton Bowers and a copy mailed to Theodore Parker III of Parker Nelson and Associates, CTHD 320 Broad Street Suite 240 Charleston, SC 29401.

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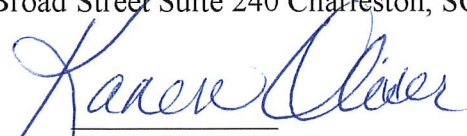
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