

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

APPEAL FROM RICHLAND COUNTY  
Circuit Court

APR 21 2025

SC Court of Appeals

The Honorable Daniel Coble  
Circuit Court Judge

Case No.: 2024-001226

Ernest McKnight, Jr..... Appellant,

v.

Home River Group..... Respondents,

---

**THE AMENDED RECORD ON APPEAL**

---

Other Counsel of Record:

Jason Mark Hunter, Esquire  
1640 Saint Julian Place  
Columbia, SC 29204

Attorney for Appellant:

G. Robin Alley, Esquire  
ISAACS & ALLEY.  
P. O. Box 8596  
Columbia, SC 29202-8596

Appellant Ernest McKnight, Jr. submits the following to be included in the Record on Appeal:

**I. ORDERS**

- 1. Bond to Stay Appeal; Filed May 3, 2024. .... 1
- 2. Order Dismissing Appeal, Filed June 12, 2024. .... 2
- 3. Order Denying Motion for Reconsideration; Filed July 19, 2024..... 4

**II. PLEADINGS**

- 1. Notice of Appeal; Filed May 1, 2024. .... 10

**III. MOTIONS**

- 1. Motion for Reconsideration, Filed June 14, 2024. .... 11

**IV. TRIAL TRANSCRIPT**

..... 14-23

**V. OTHER MATTERS**

- 1. Affidavit of G. Robin Alley; Filed June 28, 2024.. .... 24
- 2. Affidavit of Ted von Keller; Filed June 28, 2024, and exhibits..... 25

I certify that the foregoing Designation of Matters to be Included in the Record on Appeal contains no matter which is irrelevant to this appeal.

*s/G. Robin Alley*  
G. Robin Alley, Esquire  
ISAACS & ALLEY  
P. O. Box 8596  
Columbia, SC 29202-8596  
(803) 252-6323 (Telephone)  
(803) 252-3612 (Facsimile)  
Attorney for Appellant

April 17, 2025  
Columbia, South Carolina

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF RICHLAND )  
\_\_\_\_\_)  
)  
)  
)

2023CV4010902025  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

BOND TO STAY EXECUTION  
ON APPEAL

Home River Group As Agent For 510  
Sfr Sc Operations I, Llc  
C/O Crawford & Von Keller  
P.O. Box 4216  
Columbia, SC 29240  
(803) 790-2626

LANDLORD

Vs

Ernest Mcknight Jr Et Al  
743 Bustling Branch Ln  
Elgin, SC 29045

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on May 3, 2024, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay \$5,090 by May 6, 2024 and then the monthly rent due on the 5th of each month before 3:00pm of each day.

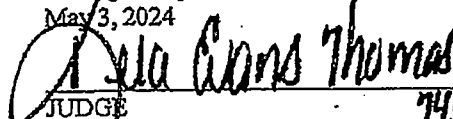
Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on May 3, 2024:

\_\_\_\_\_  
Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

May 3, 2024

  
\_\_\_\_\_  
JUDGE 7402

Pontiac Magistrate  
2500 Decker Blvd  
Columbia, SC 29206  
Phone: (803) 576-2520  
Fax: (803) 576-2522

CERTIFIED TRUE COPY OF  
ORIGINAL FILED

PONTIAC MAGISTRATE  
RICHLAND COUNTY  
SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)	<u>2024CP4002696</u>
	)	COMMON PLEAS CASE NUMBER
COUNTY OF RICHLAND	)	
	)	<u>2023CV4010902025</u>
Home River Group as Agent	)	MAGISTRATE CIVIL CASE NUMBER
For 510 SFR SC Operation I, LLC	)	
	)	
PLAINTIFF,	)	
	)	DISMISSAL ON APPEAL
Vs.	)	
	)	
Ernest Mcknight Jr Et Al	)	
	)	
DEFENDANTS.	)	
	)	

This matter is on appeal from the Pontiac Magistrate Court of Richland County, South Carolina. The Honorable Judge Kela Thomas presided over the proceedings.

On December 28, 2023 the Plaintiff filed an Application for Ejectment, and on January 22, 2024, Rule to Vacate or Show Cause (Eviction) was served on the Defendant. In the Plaintiff's Application for Ejectment/Rule to Vacate, the Plaintiff asked the Court to evict the Defendant on the grounds: failure or refusal to pay rent when due or demanded. On January 31, 2024, the Defendant requested a Show Cause hearing.

On March 25, 2024, this matter was heard before me in a bench hearing. Both the Plaintiff and the Defendant had counsel. A finding for the Plaintiff was entered, granting the Plaintiff the right to file a Writ of Ejectment. In response, on May 1, 2024, the Defendant filed a Notice of Appeal with the Court of Common Plea and served same on the Pontiac Magistrate.

On May 3, 2024 before me, a Bond to Stay Execution on Appeal hearing was held. The Defendant was ordered to pay April and May rent of \$5,090 on or before May 25, 2024 by 3:00pm and \$2,495 by the 3:00pm on the 5<sup>th</sup> of every month thereafter.

The Defendant has failed to comply with the above-referenced terms ordered at the May 25, 2024 bond hearing. Therefore, the Defendant's Appeal is dismissed, and a Writ of Ejectment was granted to the Plaintiff. The Magistrate Court is requesting that Ernest McKnight's appeal be dismissed for failure to post the bond amount as required by S.C. Code of Law 27-31-130.

June 7, 2024  
Date

Kela Ewens Thomas  
The Honorable Kela Thomas

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
Ernest McKnight, Jr., )  
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 )  
 )  
Appellant, )  
 )  
vs. )  
 )  
Home River Group, )  
 )  
 )  
Respondent, )  
 )

IN THE COURT OF COMMON PLEAS  
C/A No: 2024-CP-40-02696

Appeal from Magistrate's Case No.:  
2024CV40210902025

**ORDER DENYING APPELLANT'S MOTION  
FOR RECONSIDERATION OF OR RELIEF  
FROM JUDGMENT  
(Rules 52(b); 59; & 60, SCRPC)**

0062-23-0013

This matter comes before me upon Motion of the Appellant Ernest McKnight, Jr. pursuant to Rules 52(b); 59; and 60 of the South Carolina Rules of Civil Procedure, seeking an Order amending the Court's findings, granting a new trial, or relieving Appellant from judgment in the instant case. This matter involves an Application for Ejectment filed in Richland County, SC.

The hearing on Appellant's Motion was held before me on July 9, 2024 online via WebEx. Present and participating in the hearing was Jason M. Hunter of the law firm Crawford & von Keller, LLC for the Respondent. Appellant Ernest McKnight, Jr. was represented by attorney G. Robin Alley of Isaacs & Alley, LLC.

Based upon the proof made of the facts and circumstances alleged in the pleadings, through the uncontested affidavit in support of summary judgment, I find, conclude and order as follows:

**STANDARD**

Rule 52(b) of the South Carolina Rules of Civil Procedure states in relevant part: "[w]hen findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of the evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the trial court an objection to such findings or has made a motion to amend them or a motion for judgment."

"Rule 59(e) of the South Carolina Rules of Civil Procedure provides, 'A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.'" Gobbi v. People's Fed. Bank, No. 2006-UP-245, 2006 S.C. App. Unpub. LEXIS 231, at \*11 (Ct. App. May 16, 2006) (quoting Rule 59(e), SCRPC). Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).<sup>1</sup> Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993).

Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); see also Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

The decision to grant or deny a motion made pursuant to Rule 60(b) is within the sound discretion of the trial judge. The appellate standard of review is limited to determining whether there was an abuse of discretion. An abuse of discretion occurs when the order of the court is controlled by an error of law or where the order is based on factual findings that are without evidentiary support. Gainey v. Gainey, 382 S.C. 414, 423, 675 S.E.2d 792, 797 (Ct. App. 2009) (Internal citations omitted).

#### FINDINGS OF FACT

1) An Application for Ejectment was filed by Respondent against Appellant in the Richland County Magistrate's Court on December 28, 2023. Said matter was assigned Magistrate's Case No.: 2023CV4010902025.

2) On or about March 6, 2024, Appellant, through his counsel filed an Answer and Counterclaim in Case No.: 2023CV4010902025.

3) A Consent Order was entered in Case No.: 2023CV4010902025 on April 5, 2024 in which Appellant agreed to vacate the subject premises on or before 5:00pm of Friday, April 19, 2024.

4) Appellant failed to vacate the subject premises the Richland County Magistrate's Court issued a Writ of Ejectment in Case No.: 2023CV4010902025 on or about April 24, 2024.

5) Prior to Appellant's removal from the subject premises, Appellant filed the instant appeal *pro se* on or about May 1, 2024. Said Appeal was assigned Case No. 2024-CP-40-02696.

6) On May 3, 2024, the Richland County Magistrate's Court issued a Bond to Stay Execution on Appeal in Case No. 2024-CP-40-02696.

7) Upon Appellant's failure to adhere to the terms of the Bond to Stay Execution on Appeal, the Magistrate's Court had the instant appeal dismissed by the filing of a Dismissal on Appeal submitted June 12, 2024.

8) The Writ of Ejectment was subsequently reissued, however, prior to the Appellant's removal from the subject premises Appellant, through his counsel, filed a Motion requesting an Order pursuant to Rules 52(b), 59, and 60, SCRCP.

**CONCLUSIONS OF LAW**

Due to the foregoing, it is therefore ORDERED, ADJUDGED, AND DECREED, that:

a) Appellant's Motion requesting an Order pursuant to Rules 52(b), 59, and 60, SCRCP is DENIED.

b) That Dismissal on Appeal filed on June 12, 2024 stands, and the Clerk of Court is hereby directed to have Case No. 2024-CP-40-02696 marked as DISMISSED in the Public Index.

c) Though no automatic stay was instituted by Appellant's Motion, the Richland County Magistrate's Court has, in deference to this Court, delayed reissuance of the Writ of Ejectment as to Appellant. By this Order the Richland County Magistrate's Court is hereby empowered to reissue said Writ of Ejectment.

AND IT IS SO ORDERED!

**JUDGE'S SIGNATURE PAGE TO FOLLOW**

FORM 4

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

JUDGMENT IN A CIVIL CASE  
CASE NO. 2024-CP-40-02696

ERNEST MCKNIGHT, JR.

APPELLANT

vs.  
HOME RIVER GROUP

RESPONDENT

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240	Attorney for Respondent
--	-------------------------

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.  See page 2 for additional information.
- 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 – \_\_\_\_\_

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:

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk: Order Granting Summary Judgment

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
HOME RIVER GROUP	ERNEST MCKNIGHT, JR.	\$Possession Only
		\$
		\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

ELECTRONICALLY FILED - 2024 Jul 19 2:14 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4002696





Richland Common Pleas

**Case Caption:** Ernest Mcknight Jr VS Home River Group

**Case Number:** 2024CP4002696

**Type:** Order/Other

So Ordered

s/ Daniel Coble, 2774

Electronically signed on 2024-07-19 11:59:06 page 6 of 6

STATE OF SOUTH CAROLINA

COUNTY OF Richland

Ernest Mcknight Jr.

Plaintiff(s)

vs.

Home River Group

Defendant(s)

Submitted By: Ernest Mcknight Jr.

Address: 743 Busting Branch Ln  
Elgin, SC 29045

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

**2024CP4002696**

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

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

**DOCKETING INFORMATION (Check all that apply)**

*\*If Action is Judgment/Settlement do not complete*

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

**NATURE OF ACTION (Check One Box Below)**

- |  |   |  |   |
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| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Fraud/Bad Faith (150)</li> <li><input type="checkbox"/> Failure to Deliver/Warranty (160)</li> <li><input type="checkbox"/> Employment Discrim (170)</li> <li><input type="checkbox"/> Employment (180)</li> <li><input type="checkbox"/> Other (199)</li> </ul> <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul> | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20 <u>-NI-</u></li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul> <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Drv. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul> | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Assault/Battery (370)</li> <li><input type="checkbox"/> Slander/Label (380)</li> <li><input type="checkbox"/> Other (399)</li> </ul> <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Incapacitated Adult Settlement (790)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul> <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input checked="" type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
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- Special/Complex/Other**
- Environmental (600)
  - Automobile Arb. (610)
  - Medical (620)
  - Other (699)
  - Sexual Predator (510)
  - Permanent Restraining Order (680)
  - Interpleader (690)
  - 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: Ernest Mcknight Jr. Date: May 1, 2024

JEANETTE W. McPHERSON  
C.C.F.F. G.S., & J.P.  
2024 MAY - 1 AM 10:15  
RICHLAND COUNTY  
FILED

STATE OF SOUTH CAROLINA )  
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COUNTY OF RICHLAND )  
Ernest McKnight, Jr., )  
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Plaintiff, )  
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v. )  
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Home River Group, )  
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Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-40-02696

**NOTICE OF MOTION**

**TO: DEFENDANT ABOVE NAMED AND THEIR ATTORNEY, CRAWFORD & VON KELLER**

You will please take notice that on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock at \_\_\_\_m. or as soon thereafter as this matter may be heard, Plaintiff Ernest McKnight, Jr, by and through his undersigned attorney, G. Robin Alley, Esquire, will move before The Fifth Judicial Court of Common Pleas, at the Richland County Judicial Center, Columbia, South Carolina, or at another place designated by the Court, for an Order pursuant to Rules 52(b), 59 and 60 of the Rules of Civil Procedure, SCRPC, and pursuant to §27-40-800 of the South Carolina Code of Laws asking this Court to reconsider the ruling in the Magistrate's Court filed June 12, 2024, when the Magistrate's Court did not accept the Plaintiff's money pursuant to the bond to stay the execution on appeal as per the bond issued by The Honorable Kela E. Thomas on May 3, 2024.

1. Judge Thomas' bond issued to stay the execution on appeal between the parties issued May 3, 2024, stated that the Plaintiff Tenant was obligated to pay \$5,090.00 by May 6, 2024, and then the monthly rent due on the 5<sup>th</sup> of each month before 3:00 p.m. of each day. The bond further stated that if Tenant fails to make a rental payment within five (5) days of the due date upon application of the landlord's

stay of execution shall dissolve, the appeal by the tenant's to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the tenants.

2. The Plaintiff, due to unforeseen circumstances at his bank, Navy Credit Union, which had a cyber problem, appeared at office to pay the June rent at 3:05 p.m. The Magistrate would not take that rent because he had not been paid by 3:00 on the 5<sup>th</sup> of the month.

3. The Plaintiff then tendered the rent payment due pursuant to the bond to the Defendant's representative on June 5, 2024, at the offices of Crawford and Von Keller, Attorneys at Law.

4. The Plaintiff is informed and believes that the Defendant had up to five (5) days past June 5<sup>th</sup> to make that payment; that they were present on June 5<sup>th</sup> and, due to exceptional circumstances, were six (6) minutes late. That the Plaintiff had a good faith effort to honor the bond and the Magistrate erred in not accepting the monies for the rent.

5. The Plaintiff seeks this Court to overrule the Magistrate and to accept the monies paid for the June rent and not allow the Defendant to move forward on anything to dissolve Plaintiff's appeal.

6. The Plaintiff moves to dismiss the Order issued by the Magistrate of the Dismissal on Appeal on the grounds that the Magistrate lacked jurisdiction to further rule in this action because the case had been transferred and was before the Circuit Court.

7. Plaintiff moves to dismiss the Order of Dismissal on Appeal by the Magistrate and that the Defendant's had made no motion to dismiss the appeal and the Magistrate cannot *susponte* issue the Order of Dismissal and the Magistrate further lacked jurisdiction to dismiss the appeal.

8. Plaintiff is also informed and believes that the Defendant asked this Court to revisit amount of bond that was initially paid to stay the execution on appeal. The Plaintiff is informed and believes that this bond was excessive and not in accordance

with the statute and would ask this Court to revisit that bond and to set a proper bond which should be the monthly rent going forward beginning May 3, 2024.

9. Plaintiff is informed and believes that this Court should also state what the rent going forward is to be paid by the Plaintiff Tenant pursuant to the execution of bond to stay his execution on appeal.

WHEREFORE, Plaintiff respectfully submits this Motion.

s/G. Robin Alley, Esquire  
S.C. Bar # 342  
Isaacs & Alley, L.L.C.  
P. O. Box 8596  
Columbia, SC 29202-8596  
(803) 252-6323  
gra@isaacsandalley.com  
Attorneys for the Plaintiff

Columbia, South Carolina

June 13, 2024

1 STATE OF SOUTH CAROLINA \* COURT OF COMMON PLEAS  
 \*  
 2 COUNTY OF RICHLAND \* TRANSCRIPT OF RECORD  
 \*  
 3 -----X  
 4 ERNEST McKNIGHT, JR., \*  
 \*  
 5 Plaintiff, \*  
 \*  
 6 vs. \* Case No. 2024-CP-40-02696  
 \*  
 7 HOME RIVER GROUP, \*  
 \*  
 8 Defendant. \*  
 -----X

July 8, 2024

B E F O R E:

The Honorable Daniel Coble, Presiding Judge

A P P E A R A N C E S:

G. Robin Alley, Esq.  
Attorney for the Plaintiff

Jason Mark Hunter, Esq.  
Attorney for the Defendant

Recorded by: Webex Recording

Transcribed by: Bobbi Fisher, RPR  
SC Official Court Reporter III

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## I N D E X

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3	Proceedings	3
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## E X H I B I T S

(None.)

## COURT REPORTER LEGEND

19		
20	Dash (--)	Indicates an interruption in speech
21	Ellipses (...)	Indicates trailing off in speech
22	(ph)	Indicates phonetic word
23	[Verbatim]	Indicates the word is said as written
24	(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality
25		

## P R O C E E D I N G S

1  
2 THE COURT: All right. Our final motion, No. 18,  
3 Ernest McKnight versus Home River Group, 2024-CP-40-2696.

4 All right, Mr. Alley, this is, I believe, your  
5 motion; correct?

6 MR. ALLEY: It is, Your Honor.

7 THE COURT: All right. Mr. Hunter, you can hear us  
8 okay?

9 MR. HUNTER: Yes, Your Honor. Thank you.

10 THE COURT: All right. You can go right ahead,  
11 Mr. Alley.

12 MR. ALLEY: Thank you, Your Honor. And one thing I  
13 will note for the Court, if you had looked at this file  
14 before, I believe the bond to stay the execution on  
15 appeal, it was supposed to be filed with my motion as an  
16 exhibit, and I looked and it wasn't, so we filed it today.

17 Basically, Your Honor, my client and the defendant,  
18 we did enter a consent order in magistrate court to  
19 resolve the matter, but my client then filed an appeal  
20 himself prior to the -- prior to the resolution, but I  
21 didn't get relieved so I'm on it and I'm still  
22 representing him.

23 But, basically, on the appeal, there was a bond to  
24 stay the execution where -- I see Judge Thomas but I don't  
25 that -- I see she's on here; I don't see her. But Judge

1 Thomas did a bond to stay the execution with showing the  
2 requirements of what he'd have to do to continue for his  
3 appeal until the appeal was heard and stay where the -- to  
4 stay in the property.

5 And it's clear. I can quote, but I mean, on the  
6 bond that she signed, it says that, "If tenant fails to  
7 make any rental payment within five days of the due date  
8 and upon application of the landlord, the stay of  
9 execution shall dissolve."

10 Well, he went to pay the -- he was -- the judge  
11 ordered to pay on the fifth day on each month by 3 p.m. so  
12 he would have had five extra days, according to the bond.  
13 He was, like, ten minutes late, and the Court wouldn't  
14 accept the bond.

15 And there was no motion by the tenant made, no  
16 application at that time. The judge, sua sponte, issued  
17 her own motion to dismiss the appeal, and the appeal had  
18 already gone to circuit court. And I think the proper way  
19 would have been to handle is the tenant -- the landlord  
20 would have had to file, in this court, for the application  
21 to dissolve it. Because once it got appealed and it came  
22 to your court, I believe she would have lost jurisdiction.

23 I don't know who to ask to redo her order of  
24 dismissal, but I do not believe it's proper. I mean,  
25 Mr. McKnight just had -- I mean, not just -- just had

1 emergency surgery and in the hospital. But he complied  
2 with the bond. He paid it on -- he was there to pay it on  
3 that day. He was late on the time, but the bond that the  
4 judge signed herself says he has five days after that.  
5 And there had been no application by the landlord to  
6 dissolve it.

7 So I'm just asking for that order to be dismissed,  
8 him to be allowed to pay. He was there to pay. I don't  
9 think Judge Thomas would deny that he was there to pay,  
10 but she said that he was ten minutes late to pay and she  
11 would not accept it. And it's clear on the bond that he  
12 has five days.

13 THE COURT: All right. Thank you.

14 Mr. Hunter?

15 MR. HUNTER: Thank you, Your Honor.

16 And I'll just note, this is unusual. I know  
17 Mr. Alley is kind of along for the ride here, but this is  
18 just an eviction case. It was settled. We all filed a  
19 settlement. And then the appellant, Mr. McKnight, is  
20 apparently appealing his own order that he agreed to.

21 At any rate, he's about \$30,000 behind in rent, by  
22 the way, at this moment.

23 Your Honor, you know, the Court -- the magistrate  
24 court, in issuing the order, once this appeal was filed  
25 pro se, they just copied -- it's S.C. Code 27-4800(C) --

1 yeah, (C) -- as the form that they have to use. And I did  
2 include -- I filed an affidavit, and I did include with it  
3 the bond to stay order, and it says you got to pay the  
4 rent due on the fifth of each month before 3 p.m. And at  
5 the bottom, it has the statutory language.

6 It says -- and I will quote -- it says, "If tenant  
7 fails to make any rental payment within five days of the  
8 due date," the due date is the first, it says -- in the  
9 lease, it says pay on or before the first.

10 So I don't think there's -- I mean, I understand  
11 Mr. Alley's got to interpret this, you know, in the best  
12 light for his client, but it's pretty clear it says it's  
13 due on five -- on the fifth of the month before 3 p.m.

14 He was late, as I understand it. I was in court, I  
15 believe, this day. But he -- the tenant was late, and he  
16 tried to come pay it at my law office, and my colleague  
17 would not accept it because it was in violation of the  
18 order.

19 THE COURT: How late was he?

20 MR. HUNTER: According to the defendant, he was  
21 five -- six minutes late or something. I don't know what  
22 time he showed up at my office.

23 Now, Your Honor, if we're going to be technical,  
24 which Mr. Alley is being rather technical here, he didn't  
25 sign the undertaking. 27-4800(B) says that a tenant must

1 sign an undertaking. He did not sign the document.  
2 Because I don't think that the defendant bothered to show  
3 up to the bond hearing. I mean, to be in statutory  
4 compliance, you have got to sign the undertaking.

5 And regarding the magistrate's authority to dismiss  
6 the circuit court appeal, it's just like if there's a bond  
7 set by the -- and the bond is lawfully set by the  
8 magistrate court in this case under the statute. But it's  
9 just like in circuit court. If the circuit court case is  
10 appealed to the Court of Appeals and a supersedeas bond is  
11 set, that bond is set by the circuit court and the case --  
12 the appeal is dismissed or the stay is dissolved by the  
13 circuit court.

14 So everything is proper here, Your Honor. And if  
15 this is something that's important to the appellant which,  
16 you know, according to him it is, you can pay before the  
17 fifth. There's nothing stopping that from happening. You  
18 don't have to push it to the absolute limit.

19 So our position is he's in violation of the order.  
20 He's \$30,000 behind. He's appealed a dismissal of his own  
21 order. His attorney signed it. He agreed to the terms.  
22 He failed to leave the property when he agreed to.

23 So I don't think this -- I think the motion to  
24 reconsider should be denied, Your Honor.

25 THE COURT: Mr. Alley?

1 MR. ALLEY: Your Honor, I think the language is  
2 pretty clear. I don't read anywhere -- you can read it --  
3 I'm a little slow; I just went to Clemson -- but I don't  
4 see where it says the first anywhere on that. It says  
5 five days to pay the rent. And I think you can clearly  
6 interpret that as five days from the judge's order.

7 And it also says upon application of the landlord.  
8 There was no application from the landlord, and the judge  
9 sua sponte dismissed it.

10 MR. HUNTER: Your Honor, if I can --

11 MR. ALLEY: And I don't think that's proper.

12 MR. HUNTER: If I could address. We did email the  
13 Court. So that was, you know -- magistrate court is  
14 rather informal.

15 MR. ALLEY: I just don't think that's proper. I  
16 think he had five days to pay on a grace period, and I  
17 believe that's the way I read it. If it wasn't necessary,  
18 it wouldn't have been put in the bond to stay. Thank you.

19 THE COURT: All right. Let me take this under  
20 advisement and review the orders, law, and I will have a  
21 decision to you-all shortly.

22 MR. HUNTER: Thank you, Judge.

23 MR. ALLEY: Thank you, Your Honor. I appreciate  
24 your time.

25 THE COURT: All right. Thank you for being here.

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(The above matter concluded.)

\* \* \* \*

CERTIFICATE OF TRANSCRIBER

CASE NAME/NUMBER: Ernest McKnight v. Home River Group

2024-CP-40-02696

DATE OF HEARING: 7/8/24

COURT REPORTER/MONITOR: Webex Recording

\*\*\*\*\*

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

*Bobbi Fisher*

/s/ Bobbi Fisher \_\_\_\_\_

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 9/3/24

NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT (FORM 800) FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO THIS REPORTER AT BFISHER@SCCOURTS.ORG.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
Ernest McKnight, Jr., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Home River Group, )  
 )  
Defendant. )  
\_\_\_\_\_ )

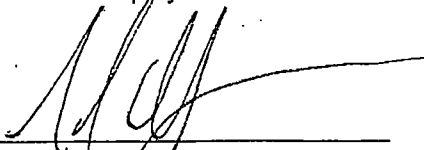
IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-40-02696

**AFFIDAVIT  
G ROBIN ALLEY**

PERSONALLY appeared before me G. Robin Alley, who, upon first being duly sworn, deposes and states that:

1. He is the Attorney for Plaintiff;
2. He has personal knowledge that the Plaintiff tried to pay the rent money to the Magistrate at 3:06 pm ,June 5,2024. The Plaintiffs Bank had a malfunction that delayed the Plaintiff in getting certified funds to pay the rent due required by the magistrate.

  
 \_\_\_\_\_  
 G. Robin Alley  
 Isaacs & Alley, L.L.C.  
 2000 Park Street, Suite 100  
 Post Office Box 8596  
 Columbia, SC 29202-8596

SWORN to and subscribed before me  
this 28<sup>th</sup> day of June 28, 2024.

  
 \_\_\_\_\_ (SEAL)  
 Notary Public for South Carolina

My Commission Expires: 11-2-31

STATE OF SOUTH CAROLINA  
RICHLAND COUNTY

IN THE COURT OF COMMON PLEAS  
C/A No.: 2024-CP-40-02696

Ernest McKnight, Jr.,

Appeal from Magistrate's Case No.:  
2024CV40210902025

Appellant,

vs.

**AFFIDAVIT**  
(Eviction)

Home River Group,

Respondent.

File No. 0062-23-0013

PERSONALLY APPEARED BEFORE ME Theodore von Keller, Esq., counsel for the Plaintiff, who, being duly sworn, states as follows:

1. I am over the age of eighteen years, and I am authorized to make the representations contained in this affidavit on behalf of the Plaintiff. I have personal knowledge of the below events through my personal experience and review of public filings and Crawford & von Keller, LLC's file regarding the Appellant.

2. Crawford & von Keller, LLC was asked to pursue a judgment evicting Appellant from the subject premises. To that end, my firm filed an Application for Ejectment in the Richland County Magistrate's Court on December 28, 2023. Said matter was assigned Magistrate's Case No.: 2023CV4010902025.

3. On February 21, 2024 a bench trial occurred in Case No.: 2023CV4010902025. The presiding judge requested clarification as to the Appellant's ledger and the matter was continued.

4. Upon request from my office, the Magistrate's Court issued an Order of Disposition clarifying the ruling of February 21, 2024, a copy of said Order is attached hereto as Exhibit 'A' and made a part hereof by reference.

5. On or about March 6, 2024, Appellant, through his counsel filed an Answer and Counterclaim in Case No.: 2023CV4010902025. A copy of said Answer and Counterclaim is attached hereto as Exhibit 'B' and made a part hereof by reference.

~~\_\_\_\_\_~~

6. On March 15, 2024, Plaintiff filed a Reply, and Motion to Amend Complaint. Copies of said filings are attached hereto as Exhibit 'C' and made a part hereof by reference.

7. The Magistrate's Court set a subsequent hearing in Case No.: 2023CV4010902025 for March 25, 2024. Defendant's counsel requested a continuance and said hearing was rescheduled to be heard April 5, 2024.

8. Prior to said hearing, I and Appellant's counsel entered into settlement discussions. Terms were agreed upon and a Consent Order was executed and later filed on April 5, 2024. A copy of said executed Consent Order is attached hereto as Exhibit 'D' and made a part hereof by reference.

9. Under the terms of the Consent Order, Appellant agreed to vacate the subject premises on or before 5:00pm of Friday, April 19, 2024.

10. Appellant failed to adhere to the terms of said Consent Order and upon notification of such by my firm, the Magistrate's Court issued a Writ of Ejectment in Case No.: 2023CV4010902025 on or about April 24, 2024.

11. Prior to Appellant's removal from the subject premises, Appellant filed the instant appeal *pro se* on or about May 1, 2024, appealing the Consent Order executed by his counsel. Said Appeal was assigned Case No. 2024-CP-40-02696.

12. On May 3, 2024, the Magistrate's Court issued a Bond to Stay Execution on Appeal in 2024-CP-40-02696, a copy of which is attached hereto as Exhibit 'E' and made a part hereof by reference.

13. Upon Appellant's failure to adhere to the terms of the Bond to Stay Execution on Appeal, the Magistrate's Court had the instant appeal dismissed by the filing of a Dismissal on Appeal submitted June 12, 2024.

14. The Writ of Ejectment was subsequently reissued and a "set-out" date to remove Appellant from the subject premises was scheduled for June 25, 2024.

15. On June 14, 2024, Appellant through his counsel filed the Motion to Reconsider which is currently before this Court.

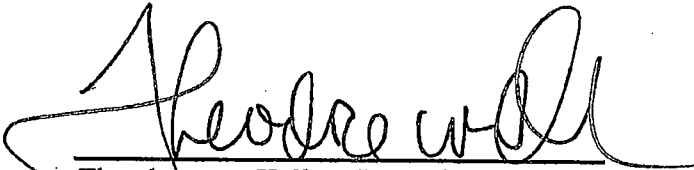
16. Said Motion alleges in ¶ 3 that Appellant "tendered the rent payment pursuant to the bond to the Defendant's [*sic*] representative on June 5, 2024, at the offices of Crawford and Von [*sic*] Keller, Attorneys at Law. That is inaccurate. Counsel called me and said the Defendant had failed to pay the bond timely to the court and the late payment was refused. Counsel

informed that the Appellant was on his way to my office to pay the bond to my firm's office, but no payment was ever tendered or proffered and I informed the Appellant that I could not accept the late payment as I believed it to be in violation of the Bond to Stay Execution on Appeal.

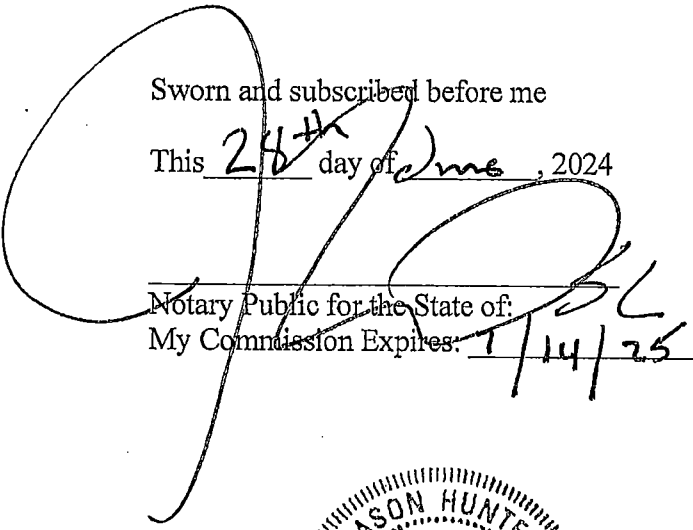
17. Though no automatic stay is instituted by the filing of a motion to reconsider, Appellant's Motion has had the effect of one as the Magistrate's Court has recalled the reissued Writ of Ejectment and will not proceed until a decision is rendered by this Court on said Motion.

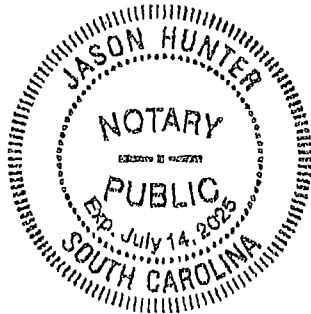
18. Respondent respectfully requests that Appellant's Motion be denied so that the Writ of Ejectment may be again reissued and Appellant removed from the subject premises pursuant to the prior, lawful Dismissal on Appeal.

FURTHER AFFIANT SAYETH NAUGHT.

  
Theodore von Keller, Counsel for the Respondent

Sworn and subscribed before me  
This 28<sup>th</sup> day of June, 2024

  
Notary Public for the State of:  
My Commission Expires: 7/14/25



~~Page 2~~

**AFFIDAVIT**

**EXHIBIT**

**'A'**

STATE OF SOUTH CAROLINA

2023CV4010902025  
CIVIL CASE NUMBER

COUNTY OF RICHLAND

ORDER OF  
DISPOSITION  
\*ADDENDUM\*

Home River Group As Agent For 510  
Sfr Sc Operations I, Llc  
C/O Crawford & Von Keller  
P.O. Box 4216  
Columbia, SC 29240  
(803) 790-2626

PLAINTIFF(S)

Vs

Ernest McKnight Jr Et Al  
743 Bustling Branch Ln  
Elgin, SC 29045

DEFENDANT(S)

IT IS ORDERED that the above referenced civil case shall reflect a disposition of:

- Settled
- Dismissed
- Default Judgment
- Find for the Plaintiff for Summons and Complaint (Transcript of Judgment will be issued ten (10) days from the court date.)
- Find for the Plaintiff for Claim and Delivery (Pick Up Order issued the day of court.)
- Find for Defendant
- Other

On, February 21, 2024, the parties to this action presented testimony and arguments. Based on the above information and findings of fact, the case was continued to allow Plaintiff to submit to Court and Defendant an updated ledger. Once received, Defendant will have until March 8, 2024 to make payment in full, to include March rent. If not received, disposition will be Find for Plaintiff and Writ of Ejectment can be filed as early as March 11, 2024.

\*Defendant received updated ledger showing Maintenance Reimbursement due to property fire in the amount of \$8,306.23; however, there was no itemization of charges. Case has been rescheduled for March 25, 2024 to address additional charges and Defendants answer and counterclaim that was received by Defendant's Attorney on March 7, 2024.\*

IT SO ORDERED

JUDGE



Pontiac Magistrate  
2500 Decker Blvd  
Columbia, SC 29206  
Phone: (803) 576-2520  
Fax: (803) 576-2522  
Email:

March 11, 2024

MVI9

29

**AFFIDAVIT**

**EXHIBIT**

**‘B’**

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )  
 )  
 Home River Group as Agent for )  
 510 SFR SC Operations 1, LLC, )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Ernest McKnight, Jr., )  
 )  
 Defendant. )

IN THE MAGISTRATES COURT

Case No. 2023CV4010902025

**ANSWER  
AND  
COUNTERCLAIM  
TO RULE TO VACATE**

The Defendant Ernest McKnight, Jr., herein, hereby demands a hearing on the Rule to Vacate.

The Defendant Ernest McKnight, Jr., hereby raises the following defenses and counterclaims against the Plaintiff 510 SFR SC Operations 1, LLC.

1. The Defendant is informed and believes that Home River Group is a non-entity and cannot act as agent for any LLC based in the State of South Carolina.

2. The Defendant would show that he entered into a lease with the landlord who is know as 510 SFR SC Operations 1, LLC.

3. The Defendant craves reference to the parties' rental agreement that makes no reference to Home River Group as an agent for the Plaintiff 510 SFR SC Operations 1, LLC.

4. The Defendant is informed and believes that Home River Group has no basis in law or in fact to bring any action on behalf of 510 SFR SC Operations 1, LLC.

5. The Defendant is informed and believes that the Plaintiff 510 SFR SC Operations 1, LLC, has acted in bad faith and in violation of the S.C. Code 27-40-220.

6. The Defendant is informed and believes that the Plaintiff has also violated §27-40-230 of unconscionability in its actions.

7. The Defendant would show that previously in Court he paid the sum of \$4,231.70 to the Plaintiff's attorney in Court, which was received by the Plaintiff's attorney for a good faith payment toward rent.

8. The Defendant is informed and believes that the Plaintiff 501 SFR SC Operations 1, LLC, returned that payment to the Defendant, would not accept it even though it was accepted by their agent in Court.

9. On or about December 31, 2023, to January 1, 2024, the Defendant's dwelling caught on fire due to random fireworks being shot in the area, which the Defendant had no contribution to. Those fireworks caught the Defendant's rental dwelling on fire and damaged his building to impact upon him, his wife and children, living arrangements to include knocking out their air and heat system.

10. The Defendant was clearly not negligent in this action. Pursuant to the parties' rental agreement, the Defendant is not responsible for repair to any portion of the building in which he is not responsible of damaging.

11. The Defendant expended \$1,700.00 of his own monies to try to repair the building and was told to stop repair by Home River Group. That Plaintiff is a licensed contractor and estimated that the cost of repairing the building would be \$3,100.00.

12. Home River Group as agent for Plaintiff has charged the Defendant the sum of \$8,306.23, in which he had no say so on who would repair his building. Further, the Defendant had no obligation to make this repair due to this damage was not his fault.

13. Further, the Defendant and his family have been out of heat and air conditioning for three (3) months and are entitled to a pro ration for the damage to the dwelling and not having heat for the three (3) months during the winter months in which the Plaintiff has failed to make that pro ration.

14. The Defendant entered into a rental agreement with the landlord 510 SFR SC Operations 1, LLC.

15. The Defendant is informed and believes this is a Delaware corporation authorized to do business in the State of South Carolina.

16. Upon diligent search in the State of South Carolina, the Defendant cannot find Home River Group as an entity and is not licensed to do business in the State of South Carolina.

17. The Defendant is informed and believes that 510 SFR SC Operations 1, LLC, is engaged in renting dwellings in the State of South Carolina that affects the trade and commerce of the people of South Carolina directly and indirectly.

18. The acts and practices complained of herein against the Plaintiff occur in the normal course of Plaintiff's business and are capable of repetition of the citizens of the State of South Carolina.

19. That the Plaintiff is engaged in an unlawful trade practice as above complained of (2) that the Defendant suffered actual, ascertainable damages as a result of the defendant's use of the unlawful trade practice,

20. The Defendant brings this Counterclaim in the public interest.

21. The Defendant is informed and believes that the above-referenced acts of the Plaintiff that are specifically mentioned in his defenses and facts are in violation of the Unfair Trade Practices Act of the State of South Carolina 39-5-10.

22. The Defendant has been damaged from the Plaintiff's unlawful acts and is entitled to treble damages, not to exceed \$7,500.00, plus his attorneys' fees.

WHEREFORE, Defendant prays that the Rule to Vacate be dismissed, that he be awarded treble damages not to exceed \$7,500.00 against the Plaintiff, and attorneys' fees and for such other and further relief as this Court may deem just and proper.

ISAACS & ALLEY, L.L.C.



By: \_\_\_\_\_  
G. Robin Alley  
2000 Park Street, Suite 100  
Post Office Box 8596  
Columbia, SC 29202-8596  
(803) 252-6323  
Attorneys for the Defendant  
[gra@isaacsandalley.com](mailto:gra@isaacsandalley.com)

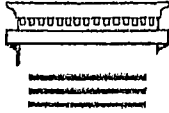
Columbia, South Carolina

March 6, 2024

**AFFIDAVIT**

**EXHIBIT**

**'C'**



CRAWFORD & VON KELLER, PLLC

SOUTH CAROLINA  
B. Lindsay Crawford, III \*  
Theodore von Keller  
B. Lindsay Crawford, IV

NORTH CAROLINA  
Benjamin A. Barco\*\*  
William Kibbe  
Gregory P. Cowan\*\*

Charley F. MacInnis  
Jason M. Hunter  
Eric H. Nelson  
Lawrence W. Johnson, Jr.\* - Special Counsel

\* Certified Specialist in Bankruptcy  
and Debtor-Creditor Law in SC

\*\*Admitted in North Carolina, Tennessee, and  
Texas

March 15, 2024

Pontiac Magistrate  
2500 Decker Blvd.  
Columbia, SC 29206

Re: Home River Group as Agent for 510 SFR SC Operations,1, LLC vs. Ernest  
McKnight, Jr. & All Other Occupants  
Case No. 2023 CV40210902025  
Our File No.: 0062-23-0013

Dear Presiding Judge:

Please find enclosed Home River Group as Agent for 510 SFR SC Operations 1, LLC's Reply, Notice of Motion and Plaintiff's Motion to Amend Complaint and Certificate of Service. I ask that you please file these documents accordingly.

Please contact our office with any questions or concerns.

Sincerely,

Jason M. Hunter

JMH/tdd

Cc: G. Robin Alley  
Isacacs & Alley, LLC  
2000 Park Street, Suite 100  
P.O. Box 8596  
Columbia, SC 29202-8596

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

P.O. Box 4216, Columbia, SC 29240 • 1640 St. Julian Place, SC 29204 • 803-790-2626 • Facsimile 803-790-1277  
1017 Ashes Drive, Suite 106, Wilmington, NC 28405 • 910-363-1637 • Facsimile 910-363-1652

35

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE MAGISTRATE COURT  
CASE NO.: 2023CV4010902025

Home River Group as Agent for 510  
SFR SC Operations 1, LLC,

Plaintiff,

**REPLY**  
(Application for Ejectment)

-vs-

Ernest McKnight, Jr. & All Other  
Occupants,

Defendant(s).

0062-23-0013

The Plaintiff, by and through its undersigned counsel, for its Reply to the Answer and Counterclaim of Defendant Tiffany Warren sets forth the following allegations:

1. That the Answer fails to allege facts sufficient to constitute a cause of action against the Plaintiff and, therefore, should be dismissed pursuant to Rule 12 SCRPC.
2. That the Plaintiff denies each and every allegation contained in the Answer not specifically admitted or explained.

**AS TO THE FIRST DEFENSE**

3. To the extent that they may be inconsistent with the allegations set forth in Plaintiff's Complaint, the Plaintiff denies the allegations contained in Paragraphs 1 through 17 and demands strict proof thereof.

**AS TO THE FIRST COUNTERCLAIM**

4. Plaintiff denies the allegations contained in Paragraphs 18 through 22 and demands strict proof thereof.

**FOR A FIRST DEFENSE**

(Unclean Hands)

5. Each of Defendant's alleged causes of action in the Answer are barred by the equitable doctrine of unclean hands.

**FOR A SECOND DEFENSE**

(Estoppel)

6. Defendant is estopped from enforcing any of the alleged rights, claims and obligations it seeks to enforce against Plaintiff.

**FOR ADDITIONAL DEFENSES**

7. That Defendant has failed to provide Plaintiff, in their capacity as Landlord under the lease at issue, with a written notice specifying the acts and omissions constituting the alleged breach which is a condition precedent to this action under South Carolina Code of Laws Section 27 – 40 – 610(a), which Plaintiff pleads as a complete defense to all causes of action.

8. That Plaintiff has not negligently or willfully failed to provide essential services as required by the rental agreement or South Carolina Code of Laws Section 27 – 40 – 440, which Plaintiff pleads as a complete defense to all counterclaims.

9. Plaintiff is informed and believes that Defendant's claims are without merit and not raised in good faith.

10. Plaintiff is informed and believes that Defendant has waived any alleged violation of landlord's duties due to failure to provide proper written notice.

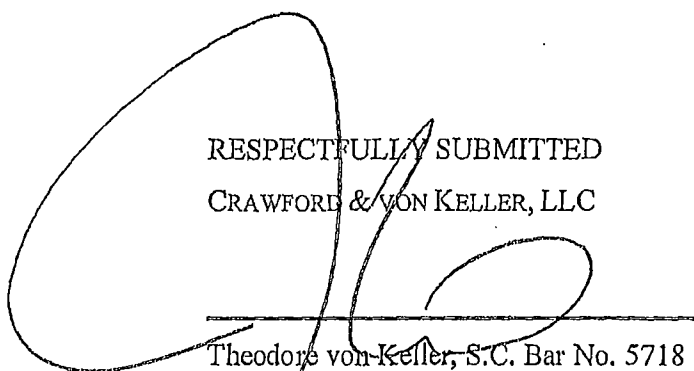
11. That Defendant has no actual damages as required by South Carolina Code of Laws Section 27 – 40 – 610(a)(2)(b), which Defendants plead as a complete bar to all causes of action.

12. Plaintiff is informed and believes that Defendant has failed to establish any actual damages according to the requirements and limitations of South Carolina Code of Laws Section 27 – 40 – 610, South Carolina Code of Laws Section 27 – 40 – 630, or any other applicable section of the South Carolina Code of Laws.

The Plaintiff expressly reserves the right to amend its Reply within 30 days as allowed by the South Carolina Rules of Civil Procedure. Plaintiff further reserves the right to bring additional defenses as they may become relevant to the instant action.

WHEREFORE, having fully responded to the Defendant's Answer, the Plaintiff prays that the same be dismissed with prejudice with costs, that the Plaintiff be awarded judgment as requested in its Complaint, and for other and further relief as this Court may deem just and proper.

RESPECTFULLY SUBMITTED  
CRAWFORD & VON KELLER, LLC



---

Theodore von Keller, S.C. Bar No. 5718  
B. Lindsay Crawford, III S.C. Bar No. 6510  
B. Lindsay Crawford, IV S.C. Bar No. 101707  
Charley S. FitzSimons S.C. Bar No. 104326  
Jason M. Hunter S.C. Bar No. 101501  
Post Office Box 4216  
Columbia, South Carolina 29204  
Telephone 803-790-2626  
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC  
March 15, 2024

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE MAGISTRATE COURT  
C/A No.: 2023CV4010902025

Home River Group as agent for 510 SFR  
SC Operations 1, LLC,

Plaintiff,

-vs-

Ernest McKnight, Jr.,

Defendant(s),

**NOTICE OF MOTION  
AND  
PLAINTIFF'S MOTION TO AMEND  
COMPLAINT**

File No. 0062-23-0013

TO: G. ROBIN ALLEY, ATTORNEY FOR THE DEFENDANT

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Richland County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 15 of the South Carolina Rules of Civil Procedure ("SCRCP") giving Plaintiff leave to amend their Complaint. A copy of the proposed Amended Complaint is attached hereto as Exhibit 'A'.

Plaintiffs hereby move the Court to amend their Complaint to pursue a further cause of action for eviction of the Defendant from the subject premises and a money judgment against the Defendant for amounts owed under the subject contract.

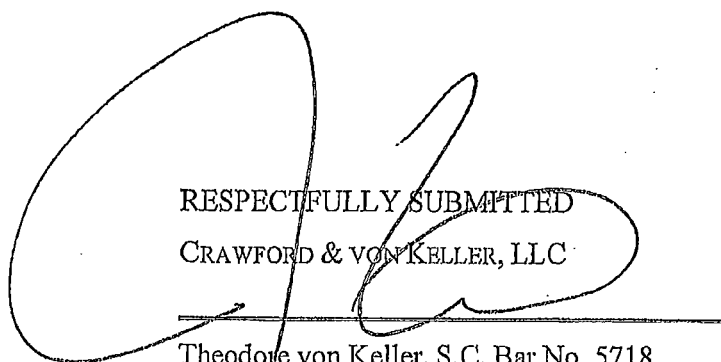
Rule 15 (a) of the SCRCP, states that "a party may amend his pleading...by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party." Our Courts have interpreted this rule liberally. "Leave to amend pleadings pursuant to Rule 15 SCRCP, shall be liberally and freely given when justice so requires and does not prejudice any other party." *Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997); *Pruitt v. Bowers*, 330 S.C. 483, 499 S.E.2d 250 (S.C. App. 1998). "This rule strongly favors amendments and the Court is encouraged to freely grant leave to amend." *Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (S.C. App. 1987). Rule 15 SCRCP, which governs the amendment of pleadings, strongly favors amendments and the court is encouraged to freely grant leave to amend. *Parker v. Spartanburg Sanitary Sewer Dist.*,

362 S.C. 276, 607 S.E.2d 711 (Ct. App. 2005). It is well established that a motion to amend a pleading is addressed to the sound discretion of the trial judge. *Duncan v. CRS Sistine Eng'rs*, 337 S.C. 537, 524 S.E.2d 115 (C. App. 199); see *Berry v. McLeod*, 328 S.C. 435, 492 S.E.2d 794 (Ct. App. 1997) (Courts have wide latitude in amending pleadings).

With regard to the language in Rule 15 that envision prejudice to the adverse party, the prejudice the rule contemplates is "lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it." *City of North Myrtle Beach v. Lewis-Davis*, 360 S.C. 225, 599 S.E.2d 462 (Ct. App. 2004).

Plaintiff asserts that no prejudice as envisioned by Rule 15 will result if the Court should grant Plaintiff leave to amend the Complaint. The Defendant has been adjudged as having been properly served, and the further causes of action Plaintiff wishes to pursue arise out of the same contract as the original complaint and concern and involve the same Subject Premises. Further, amendment of Plaintiff's pleadings will be in conformance of the facts of the case. The proposed claim does not present issues that are new or novel to this action as it arises out of the same facts, circumstances, transactions and/or occurrence that gave rise to the original action. Therefore, Defendants have had ample notice of the issues underlying the new claim and had sufficient opportunity to refute them.

The Plaintiffs' proposed amendments are necessary for the just and equitable pursuit of and trial of this action. Allowing Plaintiff leave to make these amendments is in accord with both the letter and spirit of rule 15 SCRCF and cause no prejudice to the Defendants in this matter.



RESPECTFULLY SUBMITTED

CRAWFORD & VON KELLER, LLC

---

Theodore von Keller, S.C. Bar No. 5718  
B. Lindsay Crawford, III S.C. Bar No. 6510  
B. Lindsay Crawford, IV S.C. Bar No. 101707  
Charley S. FitzSimons S.C. Bar No. 104326  
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Post Office Box 4216  
Columbia, South Carolina 29204  
Telephone 803-790-2626  
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC  
March 15, 2024

**AFFIDAVIT**

**EXHIBIT**

**'D'**

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF RICHLAND

CASE NO. 2024CV40210902025

Home River Group as Agent for 510  
SFR SC Operations,1, LLC

CONSENT ORDER

Plaintiff,

-vs-

Ernest McKnight, Jr. & All Other  
Occupants

Defendant(s).

It appears to the satisfaction of the Court that the parties have resolved the above matter pursuant to the following terms:

1. That the Defendant/tenant Ernest McKnight Jr, shall vacate the subject property 743 Bustling Branch Ln., Elgin, SC within 15 days of this order or on or before 5:00 PM Friday, April 19, 2024.
2. That if the Defendant/tenant Ernest McKnight Jr, fails to vacate the subject property at 743 Bustling Branch Ln., Elgin, SC by 5:00 PM Friday, April 19,2024, Plaintiff shall be entitled to a Writ of Ejectment on Monday, April 22, 2024.
3. That Plaintiff agrees not to file any credit report regarding this matter for 60 days or until June 4, 2024
4. That all other matters in the pleadings in the within matter are dismissed without prejudice.

I SO MOVE:

Theodore von Keller  
Crawford & von Keller  
P.O. Box 4216  
Columbia, SC 29240  
Attorney for Plaintiff

I SO CONSENT:

G. Robin Alley  
Isaacs & Alley, LLC  
P.O. Box 8596  
Columbia, SC 29202-8596  
Attorney for Defendant

Columbia, SC

April 5, 2024

**AFFIDAVIT**

**EXHIBIT**

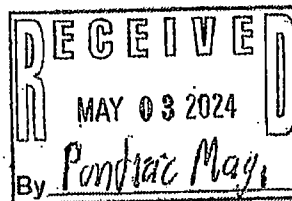
**‘E’**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

2023CV4010902025  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

BOND TO STAY EXECUTION  
ON APPEAL

Home River Group As Agent For 510  
Sfr Sc Operations I, Llc  
C/O Crawford & Von Keller  
P.O. Box 4216  
Columbia, SC 29240  
(803) 790-2626



LANDLORD

Vs

Ernest Meknight Jr Et Al  
743 Bustling Branch Ln  
Elgin, SC 29045

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on May 3, 2024, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay \$5,090 by May 6, 2024 and then the monthly rent due on the 5th of each month before 3:00pm of each day.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on May 3, 2024:

Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

May 3, 2024

*Angela Evans Thomas*  
7402  
JUDGE

Pontiac Magistrate  
2500 Decker Blvd  
Columbia, SC 29206  
Phone: (803) 576-2520  
Fax: (803) 576-2522

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# Exhibit 'A'

STATE OF SOUTH CAROLINA

RICHLAND COUNTY

Home River Group as Agent for 510 SFR  
SC Operations 1, LLC,

Plaintiff,

vs.

Ernest McKnight, Jr., & All Other  
Occupants

Defendants,

IN THE MAGISTRATE COURT

C/A No.: 2023CV4010902025

**AMENDED COMPLAINT**

File No. 0062-23-0013

The Plaintiff above-named, complaining of the Defendant above-named, herein alleges:

**GENERAL ALLEGATIONS**

1. That the Plaintiff is a corporation organized and existing pursuant to the laws of one of the states of the United States.
2. That, upon information and belief, Defendant is a resident of Richland County.
3. That this Court has jurisdiction over the subject matter and parties to this action pursuant to South Carolina Code Annotated § 36-2-802 and 36-2-803(a)(1) and (7).
4. That for valuable consideration given, Defendant executed and delivered to Plaintiff a certain Single Family Residence or Condominium Lease (the "Lease"), effective March 31, 2023. The lease term began March 31, 2023, and indicates an end date of March 30, 2024. As a result of the Lease, Defendant promised to pay a recurring base monthly rental payment to Plaintiff in the amount of \$2,495.00, plus any other fees and costs included therein to lease the subject premises described therein. A relevant copy of the Lease entitled "Single Family Residence or Condominium Lease" is attached hereto as Exhibit 'A.'
5. That as a result of Defendant's execution of the Lease and his subsequent residency in the subject property, a landlord-tenant relationship exists between the Plaintiff and the Defendant.

**FOR A FIRST CAUSE OF ACTION**  
**(Application for Ejectment for Nonpayment)**

6. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.
7. That Defendant has failed or refused to pay rent when due or when demanded.



8. That due to Defendant's failure to pay rent when due or when demanded, on or about September 6, 2023, Plaintiff drafted, executed, and conveyed to Defendant via mail a notice to pay or quit entitled "(5) Day Notice to Vacate." A copy of said Notice is attached hereto as Exhibit 'B.'

9. That as of this filing, Defendant's account has an accrued arrearage of \$27,971.63, and that, exclusive of a fee owed to Plaintiff due to a fire at the subject premises, Defendant's account has an accrued arrearage of \$19,665.40 related solely to Defendant's failure to pay rent when due or demanded under the Lease. A copy of the current debt figures is attached hereto as Exhibit 'C' and made a part hereof by reference.

10. That, as indicated by this application, Plaintiff requests that the Magistrate initiate ejectment of the Defendant for non-payment of rent pursuant to S.C. Code § 27-37-10.

**FOR A SECOND CAUSE OF ACTION**

**(Application for Ejectment-Failure to Comply with the Lease (S.C. Code § 27-40-510(8))**

11. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

12. That, on or about January 1, 2024, as evidenced by the Defendant's admission and that Columbia Fire Department Incident Report dated January 1, 2024, a copy of which, along with photographs of the damage, is attached hereto as Exhibit 'D' and made a part hereof by reference.

13. That Defendant claimed the cause of the fire to be fireworks, but that the aforesaid Incident Report indicates the heat source and item first ignited to be undetermined.

14. That, for unknown reasons, Defendant failed to notify Plaintiff of the damage to the subject premises until January 9, 2024 via phone call.

15. That, in said call, Defendant informed Plaintiff of the fire but further informed Plaintiff that he had performed work on the subject premises.

16. That Defendant's failure to promptly notify Plaintiff of the incident is a breach of the subject lease pursuant to ¶ 17(A)(12) of the Subject Lease.

17. That, Plaintiff did not request or authorize Defendant to perform any repairs or work on or at the subject premises, and that by attempting to work on the subject premises, Defendant is in violation of ¶ 17(D) of the subject lease.

18. That, due to Defendant's breach of the terms of the subject lease, Plaintiff requests that the Magistrate initiate ejectment of the Defendant for non-compliance.

**FOR A THIRD CAUSE OF ACTION**  
**(Application for Ejectment-S.C. Code § 27-40-510(6))**

19. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

20. That the actions, deliberate, negligent, or otherwise of Defendant, a Co-Resident of Defendant, or an Invitee of Defendant were the proximate cause attributable to the fire at the subject premises and the resultant damage to said premises.

21. That said conduct is in violation of S.C. Code § 27-40-510(6), and that the Plaintiff requests that the Magistrate initiate ejectment of the Defendant for the aforesaid failure to uphold his obligations as imposed by law.

**FOR A FOURTH CAUSE OF ACTION**  
**(Collections-Suit on Contract (Damage to Premises))**

22. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

23. That the actions, deliberate, negligent, or otherwise of Defendant, a Co-Resident of Defendant, or an Invitee of Defendant were the proximate cause attributable to the fire at the subject premises and the resultant damage to said premises.

24. That due to the damage to the subject premises described herein, Plaintiff engaged a licensed contractor of its choosing to perform the necessary repairs to the subject premises, at an expense of \$8,306.23. A copy of the relevant invoice paid by Plaintiff is attached hereto as Exhibit 'E' and made a part hereof by reference. Plaintiff would note for the Court that said invoice indicates a balance due to \$9,229.14, but that Plaintiff actually paid \$8,306.23 on said invoice due to a discount agreement between Plaintiff and contractor.

25. That the Defendant is liable for payment of the repairs made to the subject premises as dictated by law and by ¶ 18(2) of the subject lease.

26. That, pursuant to S.C. Code § 22-3-10 (10) & (12), this Court has jurisdiction over this claim and cause of action. An appropriate excerpt of the South Carolina Magistrate Bench Book is attached hereto as Exhibit 'F' and made a part hereof by reference.

27. That Plaintiff is informed and believes that it should be awarded a monetary judgment against the Defendant in an amount of \$8,306.23 to recompensate for the required repairs.

**FOR A FIFTH CAUSE OF ACTION**  
**(Collections-Suit on Contract)**

28. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

29. That, as indicated herein, a contract exists between Plaintiff and Defendant and that Defendant agreed to pay Plaintiff money as dictated in said contract.

30. That, as indicated herein and excluding Plaintiff's Fourth Cause of Action, Defendant's account with Plaintiff is currently in arrears for an amount of \$19,665.40.

31. That Plaintiff has made demand for payment and Defendant has failed and refused and continues to fail and refuse to remit payment.

32. 17. That, pursuant to S.C. Code § 22-3-10 (10) & (12), this Court has jurisdiction over this claim and cause of action.

33. That Plaintiff is informed and believes that it should be awarded a monetary judgment against the Defendant in an amount of \$19,665.40.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays this Honorable Court inquire into the matters set forth herein and:

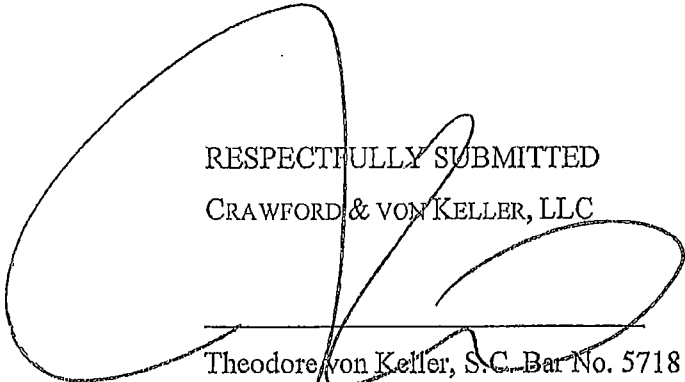
(1) Issue an order evicting the Defendant from the subject premises and restore possession of the subject premises to Plaintiff as soon as is possible;

(2) Grant Plaintiff judgment against the Defendant in an amount of \$8,306.23 pursuant to Plaintiff's Fourth Cause of Action;

(3) Grant Plaintiff judgment against the Defendant in an amount of \$19,665.40 pursuant to Plaintiff's Fifth Cause of Action, and;

(4) Order other such relief as may be just and proper.

~~\_\_\_\_\_~~



RESPECTFULLY SUBMITTED  
CRAWFORD & VON KELLER, LLC

Theodore von Keller, S.C. Bar No. 5718  
B. Lindsay Crawford, III S.C. Bar No. 6510  
B. Lindsay Crawford, IV S.C. Bar No. 101707  
Charley S. FitzSimons S.C. Bar No. 104326  
Jason M. Hunter S.C. Bar No. 101501  
Post Office Box 4216  
Columbia, South Carolina 29204  
Telephone 803-790-2626  
ATTORNEYS FOR THE PLAINTIFF

Friday, March 15, 2024



# Exhibit 'A'



**SINGLE FAMILY RESIDENCE OR CONDOMINIUM LEASE**

**1. PARTIES:** The parties to this lease are:

The owner of the Property, Landlord, 510 SFR SC Operations I LLC; and Tenant(s): Ernest Mcknight Jr.

**2. PROPERTY:** Landlord leases to Tenant the following real property:

Address: 743 Bustling Branch Ln Elain (Richland County) SC 29045-8159

The following additional non-real-property Items are Included: n/a. The real property and the non-real-property are collectively called the "Property".

**3. TERM:**

**A. Primary Term:** The primary term of this lease begins and ends as follows:

Commencement Date: March 31, 2023 Expiration Date: March 30, 2024

**B. Delay of Occupancy:** Tenant must occupy the Property within 5 calendar days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior Tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior Tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items (i.e. resolution of any issue or item necessary to prepare home for lease).

**4. AUTOMATIC RENEWAL, MONTH TO MONTH RENTAL RATE AND NOTICE OF TERMINATION:**

**A.** This lease automatically renews on a month-to-month basis unless Landlord or Tenant serves the other party written notice of termination not less than Forty-Five (45) days before the Expiration Date.

**B.** If this Lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective on the date designated in the notice but not sooner than forty five (45) days after the notice is given and, if necessary, rent will be prorated on a daily basis.

**C.** Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

**5. RENT:**

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- A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$2495.00 for each full month during this lease. The first full month's rent is due and payable not later than March 31, 2023.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

IF TENANT DOES NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE SET FORTH HEREIN, LANDLORD MAY INITIATE PROCEEDINGS TO TERMINATE TENANT'S RIGHT TO POSSESSION THROUGH THE FILING OF AN EVICTION WITHOUT FURTHER NOTICE. THIS IS TENANT'S ONLY NOTICE. TENANT WILL NOT RECEIVE ANY FURTHER NOTICES AS LONG AS TENANT REMAINS IN THE PROPERTY, UNLESS DONE SO AS PART OF LANDLORD'S NORMAL POLICY AND NOT AS A RIGHT.

- B. Prorated Rent: On or before March 31, 2023 Tenant will pay Landlord \$ 80.00 as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

- C. Lease Administrative Fee(s): Tenant(s) shall pay administrative fee(s) for the following:

- (1) An annual lease preparation fee in the amount of \$150.00 prior to the Commencement Date of this lease.
- (2) A lease renewal fee in the amount of \$75.00 prior to the Commencement Date of the renewal lease.
- (3) A lease processing fee in the amount of \$100.00 for all requested lease modifications.
- (4) A monthly fee of \$100.00 should this lease renew on a month-to-month basis, not including any applicable rental rate increase.

- D. Resident Benefits Package ("RBP") Program and Fee: Tenant agrees to pay a Resident Benefits Package Fee of \$44.95 per month ("RBP Fee") as more particularly set forth in the Resident Benefits Package (RBP) Lease Addendum. RBP Fee shall be billed and due from Tenant at Move-In and on the 1<sup>st</sup> of each month as part of the monthly payment. This charge is not prorated.

- E. Method and Place of Payment:

- (1) Tenant will remit all amounts due Landlord under this lease ("Payments") to the Landlord's broker, HomeRiver Group.
- (2) HomeRiver Group provides an electronic portal ("Portal") which Tenant must use to remit all Payments. Access to the Portal will be provided to Tenant prior to execution of this lease.
- (3) If Tenant is unable to make Payments to the Portal for any reason, Payments must be made by check, money order or cashier's check payable to HomeRiver Group and delivered to the following address: HomeRiver Group, PO BOX 262289, Plano, Texas 75026. Please include the Property address and Tenant name on payment for proper crediting.
- (4) Landlord may later designate, in writing, another person or place to which Tenant must remit Payments.
- (5) Tenant must make all Payments timely and without demand, deduction, or offset, except as otherwise provided for under South Carolina law.
- (6) Time is of the essence for all of Tenant's obligations in this Lease, including the payment of rent. Strict compliance with rental due dates is required.
- (7) If Tenant fails to make timely Payments or if any Payments are dishonored, Landlord may require all subsequent Payments in bank-certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely Payments with good funds.

- F. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least fifteen (15) notice to Tenant.

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6. **LATE CHARGES:** If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 11:59 p.m. on the 5th day of the month in which it is due, Tenant shall be in default of the Lease and in addition to the monthly rent, Tenant shall be assessed a late fee in the amount of \$100.00.

7. **Returned Checks/NSF Fees:** Tenant will pay Landlord \$30.00 for each payment Tenant tenders to Landlord which is returned or dishonored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives good funds. Tenant must make any dishonored payment good by paying such amount(s) plus any associated charges in bank-certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned check charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. **PETS:**

A. Unless otherwise provided under South Carolina law or agreed otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

B. If Tenant violates Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:

(1) after providing Tenant with a notice to remove the pet and Tenant's failure to adhere to such directive, declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$60.00 and \$25.00 per day thereafter per pet for each day Tenant violates the pet restrictions;

(3) charge to Tenant the Landlord's cost to:

(a) exterminate the Property for fleas and other insects;

(b) clean and deodorize the Property's carpets and drapes; and

(c) repair any damage to the Property caused by the unauthorized pet.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

10. **SECURITY DEPOSIT:**

A. Tenant agrees to pay \$0.00 as a security deposit. Security deposit will be transferred to and held by the Landlord or Landlord's designated agent at the following banking institution: Wells Fargo located at 1441 Main St. Columbia SC 29201.

Additional Security Deposit Terms: n/a

B. Upon Tenant relinquishing possession of the Property (which includes Tenant removing all Tenant personal property and returning keys to Landlord) Landlord shall apply the security deposit as allowed by South Carolina law.

C. Within 30 days after Tenant vacates the Property, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as South Carolina law; and (2) return any remaining portion of the security deposit to Tenant.

D. Security deposit will not be returned until all Tenants have vacated the Property and otherwise complied with this lease and applicable law. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.

E. No interest will be paid on security deposit unless required by applicable law.

11. **UTILITIES:**

A. As of the Commencement Date of this lease, Tenant shall pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property including electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, fax and Internet connections; except the following which Landlord will pay: n/a

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Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers. Failure by Tenant to comply with the provisions contained herein may result in a chargeback to Tenant for usage and/or disconnection fees incurred by Landlord or Landlord's Broker.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants): Ernest Mcknight Jr. with minors Ayden Mcknight (9) & Ernest Tre' Mcknight III (17)
- B. Phone Numbers: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.
- C. Association Rules: If Property is subject to a Homeowner's Association or Condominium Association, Tenant and any occupants, guests and invitees of Tenant must comply with any applicable rules, regulations, restrictive covenants and agreements affecting Property, all as more particularly set out on that Homeowner's and Condominium Association Addendum to Lease attached hereto.
- D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for:
  - (1) any activity which is a nuisance, offensive, noisy, or dangerous;
  - (2) the repair of any vehicle;
  - (3) any business of any type, including but not limited to child care;
  - (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant;
  - (5) any illegal or unlawful activity; or
  - (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 14 days without Landlord's written permission, whichever is less.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).
- G. Neighborhood Conditions: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

- 13. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing.

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Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owner's association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense, (a) any inoperative vehicle on or adjacent to the Property, (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owner's association rule.

14. ACCESS BY LANDLORD:

A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the property.

B. Access: Landlord reserves the right to enter the Property at any time for the purposes of inspection and for protection or preservation of the Property and to show to prospective purchasers, and Tenant agrees to not unreasonably withhold consent. Tenant consents to Landlord being able or to show the Property to prospective Tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents ("Landlord Access"). Landlord shall provide reasonable notice, meaning, twenty four (24) hour advance notice prior to entry for Landlord Access, and a reasonable time for the purpose of repairs at Property shall be between the hours of 9:00 a.m. and 6:00 p.m. unless it is a repair requested by Tenant in which case such hours shall be between 8:00 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth above and under any of the following circumstances:

- (1) With the consent of the Tenant;
- (2) In case of emergency;
- (3) When the Tenant unreasonably withholds consent; or
- (4) If the Tenant is absent from the Property for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the Tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the Tenant or for the protection or preservation of the Property.

C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$50.00.

D. Keybox: A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property during the last 60 days of this lease or any renewal or extension.

(2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of One month's rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

(3) If Landlord or Landlord's agents have notified Tenant of their intent to access the Property to show it to prospects and are denied or are not able to access the Property because of Tenant's failure to make the property accessible, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.

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(4) Should Tenant deny Landlord access to the Property after Landlord has provided notice in accordance with Paragraph 14 and/or under circumstances wherein Landlord is entitled to access without notice, such denial and/or refusal shall be a material default of the Lease allowing Landlord to exercise any and all available remedies under Paragraph 27 herein.

(5) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant: (i) will surrender the Property in the same condition as when received, normal wear and tear expected, (ii) leave Property in a clean condition free of all trash, debris, and personal property, (iii) not abandon the Property, (iv) give written notice to Landlord or Landlord's agent specifying Tenant's forwarding address, and (v) return all copies of keys and any opening devices to Property.
- B. Definitions:
  - (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
  - (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
    - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
    - (b) Tenant returns keys and access devices that Landlord provided under this lease.
  - (3) "Abandonment" occurs when all of the following occur:
    - (a) all occupants have vacated the Property and/or have been absent from the Property for at least 15 days, in Landlord's reasonable judgment;
    - (b) Tenant is in breach of this lease by not timely paying rent; and
    - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.
- C. Personal Property Left After Move-Out:  
If Tenant leaves any personal property in the Property after the lease is terminated, Landlord shall dispose of the abandoned personal property pursuant to applicable South Carolina law.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
  - (1) keep the Property clean and sanitary;
  - (2) promptly dispose of all garbage in appropriate receptacles;
  - (3) supply and change heating and air conditioning filters at least once every sixty (60) days;
  - (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke detectors, carbon monoxide detectors, garage door openers, ceiling fan remotes and other devices (of the same type and quality that are in the property on the Commencement Date);
  - (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
  - (6) take action to promptly eliminate any dangerous condition on the Property;
  - (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
  - (8) replace any lost or misplaced keys;

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- (9) pay any periodic, preventive, or additional extermination costs to Insure Property is maintained in a pest free condition (unless otherwise provided for in this paragraph);
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- (12) promptly notify Landlord, in writing, of all needed repairs.
- (13) observe State and local water use restrictions for South Carolina.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following: water foundation by means of soaker hoses if manual watering or sprinkler system fail to water adequately. Other than water, the yard will be maintained as follows:
  - (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
  - (b) Tenant, at Tenant's expense, will maintain the yard.
  - (c) Tenant will maintain in effect a scheduled yard maintenance contract with:  a contractor who regularly provides such service; \_\_\_\_\_
  - (d) HOA maintains lawn care.  Front only  Back only  Full yard

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- (11) ~~cause or allow any lien to be filed against any portion of the Property.~~
- (12) make any repairs, alterations or improvements in or about the Property without first obtaining written consent of Landlord. Any alterations or improvements made or caused to be made by Tenant shall become the property of Landlord upon termination of this lease. Landlord may charge Tenant for restoration of the Property to the condition it was in prior to any alterations/improvements.

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E. Failure to Maintain: If Tenant fails to comply with this Paragraph or any Pool/Spa Maintenance Addendum after Landlord has provided notice to Tenant of such failure and provided Tenant with 14 days to cure such failure, Landlord may: (i.) perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs; or (ii) declare a default of the Lease and exercise any and all remedies available to Landlord under Paragraph 27 herein.

F. Periodic Pest Control: Unless otherwise provided by applicable state law (check if either applies)

- (1) Landlord shall at Landlord's expense provide pest control services for Property.
- (2) Tenant shall at Tenant's expense provide pest control services for Property.

18. REPAIRS:

A. Repair Requests: All requests for maintenance or repairs at Property required of Landlord ("Maintenance Request") under this lease must be made by one of the following two methods:

- (1) Log Into your Portal and enter the Maintenance Request; or
- (2) Call HomeRiver Group Maintenance Request hotline: 855-744-4268

Landlord or Landlord's Broker reserves the right to make changes to the Maintenance Request process at any time.

B. Completion of Repairs: Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission, except as allowed under South Carolina law.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs the first \$0 of the cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions, which will be paid as follows:

(1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:

- (a) a condition caused by Landlord or the negligence of Landlord;
- (b) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment.
- (c) a condition that adversely affects the health or safety of an ordinary Tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and
- (d) a condition in the following items which is not caused by Tenant or Tenant's negligence:
  - (1) heating and air conditioning systems;
  - (2) water heaters; or
  - (3) water penetration from structural defects.

(2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

- (a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);
- (b) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Property;

(3) Appliances or Items that will not be Repaired: Landlord does not warrant and will not repair or replace the following, if applicable Security System, Washer, Dryer. The following additional items will not be warranted, repaired or replaced by Landlord

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n/a. Tenant further acknowledges, agrees and understands that the non-real property items set forth herein are to be considered an amenity and/or courtesy and no portion of the monthly rent is being attributed to the use and benefit of such non-real property items. As such, Tenant shall not be entitled to an abatement of rent in the event such non-real property items are unable to be used for any portion of the lease term.

D. Trip Charges: If Landlord or a repair person is unable to access the property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

E. Advance Payment and Reimbursement: Landlord may require advance payment of repairs or payments under Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

**19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.

20. **SMOKE DETECTORS:** South Carolina law requires the Property to be equipped with smoke detectors and carbon monoxide detectors. Requests for additional installation, inspection, or repair of smoke detectors and carbon monoxide detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or carbon monoxide detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under South Carolina law.

21. **LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets. It is recommended that Tenant obtain renters insurance to cover the above-listed items.

22. **HOLDOVER:** If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period as permitted by under South Carolina law. If the Tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit and seek damages as authorized under South Carolina law, including but not limited to the amount of rent due.

23. **DISPUTES AND LITIGATION:** In the event of a dispute concerning this tenancy or anything arising out of or created by this agreement ("Legal Dispute"), Tenant agrees that if the Property is being managed by an agent for the Landlord, Tenant shall hold agent, its parents, subsidiaries, affiliates, employees, independent contractors, representatives, shareholders, insurers, successors and assigns, harmless from any liability (including: claims, suits, damages, costs, attorney's fees, losses, fees, penalties, fines and expenses of any kind arising out of or relating to this agreement) and shall look solely to the Landlord in the event of such Legal Dispute.

24. **SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. **CASUALTY LOSS OR CONDEMNATION:** South Carolina law governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be allocated to the appropriate party under South Carolina law. For the purpose of this lease, any condemnation of all or a part of the property is a casualty loss. In the event of any major casualty loss and/or condemnation the Parties hereto

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agree that the Lease shall terminate as of the date of such casualty or condemnation and the Parties shall thereafter be released from their continuing obligations under the Lease so long as, the casualty loss is not the result of negligence and/or the intentional acts of Tenant, Tenant's occupants, guests and/or invitees. In the event such casualty loss is caused by the negligence and/or intentional acts of Tenant, Tenant's occupants, guests and/or invitees, the monthly rent shall not abate and Tenant shall remain responsible for any damages incurred by Landlord, including but not limited to, lost rentals and damage to the Property.

26. SPECIAL PROVISIONS:

1. Smoking is not allowed inside the property or common areas. If smoking does occur by Tenant, guest or invitee of Tenant, Tenant shall be in material breach of lease.
2. Without regard to Paragraph 16, at move-out, Tenant agrees to have the carpets professionally cleaned. If carpets are not professionally cleaned, then Tenant agrees to pay Landlord's assessed cost for cleaning. Further, all holes in walls or ceilings caused by Tenant will be properly filled and painted to match existing surface.
2. Keyless locking devices shall be left unlocked whenever the home is unoccupied to prevent lockout.
3. n/a

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by South Carolina law.
- B. If Tenant fails to timely pay all amounts due under this lease, Tenant will be in default.
- C. If Tenant fails to comply with Tenant's non-monetary obligations under the Lease (not materially affecting health or safety), Tenant shall be in default of the Lease if Tenant fails to cure such default within 14 days following Landlord's notice of such default; and:
  - (1) Landlord may, at its option and with or without further notice to Tenant, either (I) terminate the Lease; or (II) terminate Tenant's right to possession of the Property without terminating the Lease through a summary ejectment proceeding in accordance with South Carolina law; and (2) Tenant will be liable for:
    - (a) any lost rent;
    - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
    - (c) repairs to the Property for use beyond normal wear and tear;
    - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest; (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
    - (f) any other recovery to which Landlord may be entitled by law.
- D. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION:

- A. Early Termination:  
 Tenant(s) in good standing (those who are in compliance with all terms and conditions as provided for in the lease) shall have the option to terminate this lease prior to the end of the term or during any future renewal by providing the Landlord a minimum of sixty (60) days written notice ("Notice") which must provide the last date of occupancy. Tenant must pay all Monthly Rent and applicable utilities due during such Notice period. Additionally, Tenant must pay an early termination fee to Landlord of two (2) month's rent at the time the Notice is provided ("Early Termination Fee"). Early Termination Fee shall be deemed liquidated damages to the Landlord as a result of Tenant's early termination of the lease. Rent will be prorated on a daily basis through the revised end of term. Tenant is required to conform to all other terms of the lease or this early termination option will be forfeited and the Tenant will be responsible for the full amount of rent as provided for in the lease. Failure of Tenant to comply

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with the provisions contained herein shall allow Landlord to recover against Tenant any and all amounts recoverable under applicable state law.

B. Assignment and Subletting:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent. This prohibition covers the assignment or subletting of all or any portion of the Property, whether for overnight use or any other duration. Tenant further agrees not to list or to advertise the Property as being available for short term subletting or rental by others on websites such as Airbnb.com or other similar websites/services. Tenant understands and acknowledges that noncompliance with this provision shall be considered a material default of the Lease.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28 A, Tenant may attempt to find a replacement Tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement Tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement Tenant must, in Landlord's discretion, be acceptable as a Tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement Tenant to occupy the Property, Tenant will pay Landlord:
  - (a) If Tenant procures the assignee, subtenant, or replacement Tenant:
    - (i) \$ N/A.
    - (ii) N/A % of one's month rent that the assignee, subtenant, or replacement Tenant is to pay.
  - (b) If Landlord procures the assignee, subtenant, or replacement Tenant:
    - (i) \$ N/A.
    - (ii) N/A % of one's month rent that the assignee, subtenant, or replacement Tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

29. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Property reaches the age of 18 or becomes an emancipated minor. Landlord may cancel this Agreement before occupancy begins upon discovering that information in Tenant's application is false.

30. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information. If Landlord's Rule and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- |  |   |
|--|---|
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> HOA and Condo Assn Addendum to Lease Agreement |
| <input type="checkbox"/> Pet Agreement                       | <input checked="" type="checkbox"/> Surety Bond                         |
| <input type="checkbox"/> Residential Lease Guaranty          | <input type="checkbox"/> Pool/Spa Maintenance Addendum                  |
| <input type="checkbox"/> Site Unseen Addendum                | <input checked="" type="checkbox"/> Resident Benefit Package Addendum   |
| <input type="checkbox"/>                                     | <input checked="" type="checkbox"/> Concession Addendum                 |

31. NOTICES: All notices and any other communications required under this lease must be in writing and are effective when entered into the Portal, hand-delivered to Landlord or sent by U.S. Mail to the following addresses for each respective party:

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Tenant at the Property

Landlord c/o:  
HomeRiver Group  
PO BOX 262289  
Plano, TX 75026  
Phone: 855-744-4268

**32. AGREEMENT OF PARTIES:**

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease. After declaring a default and filing a summary ejectment lawsuit, Landlord may accept a partial payment of rent from Tenant without waiving Tenant's default and/or Landlord's right to continue with the summary ejectment proceeding.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of South Carolina govern the interpretation, validity, performance, and enforcement of this lease.

**33. INSURANCE**

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Tenant agrees to carry a Renter's Insurance Policy ("Renter's Insurance") with liability coverage in an amount not less than One Hundred Thousand Dollars (\$100,000) ("Liability Coverage"). All personal property located on or stored in the Property shall be kept and stored at Tenant's sole risk and Tenant shall indemnify and hold harmless Landlord and Landlord's Broker from and against any loss or damage to such property arising from any cause whatsoever. Landlord recommends that Tenant obtain personal property coverage in an amount adequate to cover Tenant's personal property. Tenant must provide a Certificate of Insurance ("Certificate") evidencing the Liability Coverage and naming Landlord as an additional insured party covered by the Renter's Insurance policy at the time Tenant executes the lease. Such coverage shall be maintained at all times during the initial lease term contained herein as well as all lease renewals and extensions. Tenant's failure to maintain Renter's Insurance and provide a Certificate shall constitute a breach of this Lease at the election of the Landlord, which may result in termination of this Lease by Landlord as well as termination of Tenant's right of possession to the Property. If this Lease is so terminated by Landlord, Tenant may be subject to charges, damages, attorney's fees and costs, eviction and any other rights and remedies available to Landlord under state law.

**34. INFORMATION:**

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 31.

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- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. South Carolina law governs procedures to follow in the event of a Tenant's death.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

- G. Landlord's broker, HomeRiver Group  
 will act as property manager for Landlord  will not act as the property manager for landlord.
- H. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult with an attorney BEFORE signing.
- I. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advise of an attorney.
- J. BED BUGS: Landlord represents that they have no knowledge of any infestation in the Property by bed bugs. In the event of a bed bug infestation, Tenant shall report the infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and/or treatment. Tenant shall be responsible for the cost of remediation and/or clean-up of any bed bugs at property.

\_\_\_\_\_  
 Landlord Date

Or signed for Landlord under written property management Agreement:

DocuSigned by:  
**Heleh Dawkins**  
72828064449107... 3/29/2023

Printed Name: Heleh Dawkins  
 On Behalf Of:  
 Firm Name: HomeRiver Group

DocuSigned by:  
**Ernest Mcwright Jr.**  
72828064449107... 3/27/2023

\_\_\_\_\_  
 Tenant Date

\_\_\_\_\_  
 Tenant Date

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 Tenant Date

\_\_\_\_\_  
 Tenant Date

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**Resident Benefits Package (RBP) Lease Addendum**

The HomeRiver Group Resident Benefits Package ("RBP") delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$44.95 month, payable with Rent:

Tenant and Landlord mutually agree that the RBP is defined as follows and variations of inclusions may exist due to specifics of your rental property. The total monthly cost of the RBP is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations, unless otherwise specified below.

**HVAC Filter Delivery:** A portion of Tenant's total amount due from you for the RBP will be used to have HVAC filters delivered to your home approximately every 60 (sixty) days, or as required by your HVAC system. You shall properly install the filter(s) provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters shall be deemed a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable for all damages to the property and/or HVAC system caused by Tenant's neglect or misuse of the HVAC system. Landlord may charge a trip fee at Tenant's expense to perform the filter change as required under the Lease. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the RBP.

**Move-in Concierge Service:** Tenant acknowledges that Landlord will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation(s). Tenant retains the right to facilitate their own service activations. Tenant agrees to abide by all HOA / Association rules and regulations and other lease restrictions and guidelines applicable to utilities.

**Resident Rewards:** Tenant acknowledges that a Tenant rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider.

**Credit Building:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

**Renters Insurance Requirements & Program:**

Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord with evidence of the required insurance coverage prior to occupancy of the rental property, at the time of each lease renewal period, and upon demand.

To satisfy the insurance requirements, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

**Option 1:** Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the RBP. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by HomeRiver Group for additional coverage details. The RBP monthly rate will be adjusted by the premium amount in the policy.

**Option 2:** Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The RBP monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance

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coverage to your Landlord.

**Please be sure that your policy meets the following criteria prior to submitting:**

- Policy is purchased from an A-rated carrier.
- Policy meets or exceeds the required \$100,000 in property damage and legal liability.
- HomeRiver Group is listed as additional interest.
- HomeRiver Group address is listed as: PO Box 660121 Dallas, TX 75266.

It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

**\$1M Identity Protection:** By executing this RBP Lease Addendum, Tenant agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at [www.identityguard.com](http://www.identityguard.com).

**Home Buying Assistance:** Landlord's Broker is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.

**24-Hour Maintenance Coordination Service:** Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

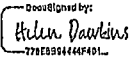
**Online Portal Access:** Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

**Multiple Payment Methods:** All rental payments can be paid in a variety of ways using the Tenant portal. Available options include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

**Vetted Vendors:** Landlord will ensure all third-party vendors are appropriately licensed, bonded, and insured.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

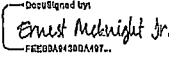
Or signed for Landlord under written property management Agreement:

By:  \_\_\_\_\_ 3/29/2023

Printed Name: Helen Dawkins

Firm Name: HomeRiver Group

Tenant \_\_\_\_\_

Tenant  3/27/2023

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

SURETY BOND ADDENDUM

This Surety Bond Addendum ("Surety Addendum") to that Single Family Residence or Condominium Lease ("Lease"), by and between, Ernest Mcknight Jr. ("Tenant") and 510 SFR SC Operations I LLC, ("Landlord"), (may be individually referred to as "Party" or collectively as "Parties"), dated March 31, 2023 ("Lease Commencement Date") for the lease of the following described property: 743 Bustling Branch Ln Elgin (Richland County) SC 29045-8159 ("Property").

The following provisions are hereby amended to and incorporated into the aforesaid Lease:

- 1. SECURITY DEPOSIT: Tenant has elected to purchase a surety bond in lieu of payment of the security deposit ("Surety Bond") that would have been otherwise required under the Lease. Surety Bond shall be in an amount of no less than \$4990.00 and secure all of Tenant's obligations under the Lease. Landlord requires that Tenant secure Surety Bond on or before execution of the Lease.
2. SURETY BOND: Any agreement between Tenant and Surety Bond provider shall not be a part of this Lease. Any payment(s) made to Surety Bond provider are not a security deposit and are not refundable. Furthermore, if Landlord makes no claim against Surety Bond, Tenant will not be entitled to any refund of Surety Bond premium at the end of the Lease term. Tenant must ensure that Surety Bond is valid throughout entire Lease term and any future renewal.
3. COOPERATION: After purchase of Surety Bond, Tenant will have obligations to Surety Bond provider that are separate and apart from the duties Tenant has to Landlord under the Lease. If the amount of Surety Bond is insufficient to cover Tenant's obligations under Lease, Tenant will remain obligated to pay Landlord any deficiencies due.
4. ATTORNEY'S FEES AND COSTS: Tenants shall be liable for attorney's fees and costs incurred by Landlord and/or Landlord's broker as a result of non-compliance with the terms and conditions stated in this Surety Addendum or Lease.
5. MODIFICATIONS: Except as expressly modified in this Surety Addendum, all other terms and conditions of Lease shall remain unchanged and in full force and effect. In the event of any difference, conflict or discrepancy between the terms or provisions of the Lease and this Surety Addendum, this Surety Addendum shall govern and control.
6. EXECUTION: This Addendum may be executed in one or more counterpart copies, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument and shall be binding on the parties hereto. Electronic and facsimile signatures shall be binding upon the Parties.

I have read and agree to the terms and conditions stated herein.

Landlord Date
Or signed for Landlord under written property management Agreement:

Tenant

DocuSigned by: Ernest Mcknight Jr. FE8BA0438BA497...

3/27/2023

Tenant

DocuSigned by: Helen Dawkins 778EB94444F401...
Printed Name: Helen Dawkins
On Behalf Of:
Firm Name: HomeRiver Group

Tenant

Tenant

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### CONCESSION ADDENDUM

This is a CONCESSION ADDENDUM to your Lease Agreement with a commencement date of: March 31, 2023 between 510 SFR SC Operations I LLC Landlord, through its agent and Ernest Mcknight Jr. Tenant(s).

TENANTS(S) UNDERSTAND AND AGREE THAT THE "CONCESSION" IS CONTINGENT UPON TENANT(S) PAYING RENT ON TIME, AND FULFILLING ALL THE TERMS OF THE LEASE AGREEMENT AND ANY ADDENDUMS.

By signing this CONCESSION ADDENDUM, Landlord agrees to offer the Tenant(s) a reduction of \$2495.00 prorated over the initial 12 full month lease term (TOTAL VALUE OF CONCESSION) of rent payable under the lease terms. The reduction may be taken only if all the terms and conditions of the lease agreement and any addendums are complied with and the rent is paid on or before the "late date" set forth in the Lease Agreement. Payment of rent after the late date shall be in full per the lease and without any reduction.

The Monthly Rental Concession is set forth as follows:

\$208.00 Monthly rental concession for the months April, 2023 through March, 2024.

ALL OTHER MONTHLY RENT SHALL BE AT THE RENT AMOUNT AS STATED IN THE LEASE AGREEMENT

It is fully understood by Tenant(s) that this reduction is being given in exchange for Tenant(s) fulfilling all of the obligations under the lease and any addendum. If for any reason Tenant(s) fail to fulfill the lease obligations, including but not limited to the Tenant(s) occupying the premises for the full term of the lease, or paying rent after the "Late Date", Tenant(s) agree to be liable for and to repay all rent reductions and concessions received in full, in addition to any other moneys due. Any such concession received by Tenant(s) shall be due as rent at the time of Tenant(s) default. Except as expressly modified above, all other terms and conditions of your Lease Agreement shall remain in full force and effect.

The parties hereto have read, agree to and understand the terms of this CONCESSION ADDENDUM as stated herein.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

DocuSigned by:  
*Ernest Mcknight Jr.*  
\_\_\_\_\_  
Ernest Mcknight Jr.

\_\_\_\_\_  
3/27/2023

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

Or signed for Landlord under written property management agreement: \_\_\_\_\_

DocuSigned by:  
*Helen Dawkins*  
\_\_\_\_\_  
Helen Dawkins

\_\_\_\_\_  
3/29/2023

By: \_\_\_\_\_  
Firm Name: HomeRiver Group

\_\_\_\_\_  
Date

# Exhibit 'B'



HomeRiver Group - South Carolina  
1004 Gervais St. , Columbia , SC 29201

**(5) DAY NOTICE TO VACATE**

09/06/2023

Ernest Mcknight Jr.  
743 Bustling Branch Ln  
Elgin , SC 29045-8159

Dear Ernest Mcknight Jr. and all other occupants;

Home River Group is the agent and manager for the Landlord, and is contacting you in that capacity. You have committed an event of default in the Lease because you have failed to pay rent. Presently you owe Landlord the sum of \$6,231.70. Such sum may be accruing additional late charges and other costs on a daily basis.

Due to your default, please be advised that your continuing right to occupy the Premises is terminated. The remaining portions of the Lease, however, are not terminated and consequently you remain liable for all monetary obligations stated therein, minimally including the amount provided above, reimbursement of additional leasing and management fees, payment for all damages to the Premises, and ongoing payment of rental, unless and until Landlord is able to procure replacement tenants who then pay at least the same amount of rent as stated in the Lease.

Since you did not pay rent on time, this is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

Demand is now made that you vacate the Premises and remove all personal property in an orderly fashion within **FIVE DAYS**. If you fail to timely vacate, Landlord and Home River Group may commence eviction proceedings. If such proceedings are brought against you, Landlord and Home River Group will request that the Court enter a Judgment not only for possession of the Premises, but also the amounts stated in this letter, further late charges, interest, attorneys' fees and court costs.

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal Law. Learn the steps you should take now: visit [www.cfpb.gov/eviction](http://www.cfpb.gov/eviction) or call a housing counselor at 800-569-4287.

Sincerely,



Notice mailed by US mail  Date: 09/06/2023  
Notice was delivered face to face  (name & time) \_\_\_\_\_

\* Payments to be send to corporate office; Home River Group - 6404 International Pkwy, Ste2010, Plano, TX, 75093

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# Exhibit 'C'

# HomeRiver Group - South Carolina

Lease: Mcknight Jr, E.  
 Contact: Ernest Mcknight Jr.

Property Address: 743 Bustling Branch Ln  
 Elgin, SC 29046-8159

Balance as of 03/14/2024		Prepayments		Total Unpaid		Deposit Held		
<b>\$27,971.63</b>		<b>\$0.00</b>		<b>\$27,971.63</b>		<b>\$0.00</b>		
Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
Unpaid Charge	03/06/2024		43010 - Late Fee Income : Calculated on 03/06/2024 5:35 AM by system			\$100.00		\$27,971.63
Charge Adjustment	03/01/2024		40720 - Rent Concession (Recur...				\$208.00	\$27,871.63
Unpaid Charge	03/01/2024		43070 - Resident Benefit Packa...			\$44.95		\$28,079.63
Unpaid Charge	03/01/2024		40010 - Rent Income			\$2,495.00		\$28,034.68
Unpaid Charge	02/08/2024	Tenant Owes due to fire	42020 - Maintenance Reimburse... : Tenant Owes due to fire			\$8,306.23		\$25,539.68
Unpaid Charge	02/06/2024		43010 - Late Fee Income : Calculated on 02/06/2024 5:40 AM by system			\$100.00		\$17,233.45
Charge Adjustment	02/01/2024		40720 - Rent Concession (Recur...				\$208.00	\$17,133.45
Unpaid Charge	02/01/2024		43070 - Resident Benefit Packa...			\$44.95		\$17,341.45
Unpaid Charge	02/01/2024		40010 - Rent Income			\$2,495.00		\$17,296.50
Unpaid Charge	01/06/2024		43010 - Late Fee Income : Calculated on 01/06/2024 5:41 AM by system			\$100.00		\$14,801.50
Charge Adjustment	01/01/2024		40720 - Rent Concession (Recur...				\$208.00	\$14,701.50
Unpaid Charge	01/01/2024		43070 - Resident Benefit Packa...			\$44.95		\$14,909.50
Unpaid Charge	01/01/2024		40010 - Rent Income			\$2,495.00		\$14,864.55

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Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
Unpaid Charge	12/14/2023		42040 - Eviction Reimbursement : 743 Bustling Branch Ln - 471081 - Court Appeara...			\$225.00		\$12,369.55
Unpaid Charge	12/14/2023		42040 - Eviction Reimbursement : 743 Bustling Branch Ln - 471081 - Attorney Fee			\$3.00		\$12,144.55
Unpaid Charge	12/06/2023		43010 - Late Fee Income : Calculated on 12/06/2023 5:41 AM by system			\$100.00		\$12,141.55
Charge Adjustment	12/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$12,041.55
Unpaid Charge	12/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$12,249.55
Unpaid Charge	12/01/2023		40010 - Rent Income			\$2,495.00		\$12,204.60
Unpaid Charge	11/27/2023		42040 - Eviction Reimbursement : 743 Bustling Branch Ln - 471081 - Writ Defendant..			\$37.00		\$9,709.60
Unpaid Charge	11/06/2023		43010 - Late Fee Income : Calculated on 11/06/2023 5:37 AM by system			\$100.00		\$9,672.60
Charge Adjustment	11/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$9,572.60
Unpaid Charge	11/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$9,780.60
Unpaid Charge	11/01/2023		40010 - Rent Income			\$2,495.00		\$9,735.65
Unpaid Charge	10/06/2023		43010 - Late Fee Income : Calculated on 10/06/2023 5:30 AM by system			\$100.00		\$7,240.65
Charge Adjustment	10/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$7,140.65
Unpaid Charge	10/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$7,348.65
Unpaid Charge	10/01/2023		40010 - Rent Income			\$2,495.00		\$7,303.70
Unpaid Charge	09/22/2023		42040 - Eviction Reimbursement : 743 Bustling Branch Ln - 471081 - Attorney Fees			\$450.00		\$4,808.70
Unpaid Charge	09/22/2023		42040 - Eviction Reimbursement : 743			\$127.00		\$4,358.70

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Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
			Bustling Branch Ln - 471081 - Filing					
Deposited Payment	09/18/2023	9603435527	Payment of \$100.00 applied to [07/06/23, acct 43010, \$100.00] and \$44.95 applied to [07/01/23, acct 43070, \$44.95] and \$616.85 applied to [07/01/23, acct 40010, \$2,495.00] and \$1,048.20 applied to [08/01/23, acct 40010, \$2,495.00] and \$190.00 applied to [07/10/23, acct 42040, \$190.00]	Ernest Mcknight Jr.	09/18/2023		\$2,000.00	\$4,231.70
Unpaid Charge	09/06/2023		43010 - Late Fee Income : Calculated on 09/06/2023 5:31 AM by system			\$100.00		\$6,231.70
Charge Adjustment	09/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$6,131.70
Unpaid Charge	09/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$6,339.70
Unpaid Charge	09/01/2023		40010 - Rent Income			\$2,495.00		\$6,294.75
Deposited Payment	08/11/2023	0457318600	Payment of \$44.95 applied to [06/01/23, acct 43070, \$44.95] and \$955.05 applied to [07/01/23, acct 40010, \$2,495.00]	Ernest Mcknight Jr.	08/11/2023		\$1,000.00	\$3,799.75
Unpaid Charge	08/06/2023		43010 - Late Fee Income : Calculated on 08/06/2023 5:57 AM by system			\$100.00		\$4,799.75
Deposited Payment	08/02/2023	0457232262	Payment of \$600.00 applied to [07/01/23, acct 40010, \$2,495.00]	Ernest Mcknight Jr.	08/03/2023		\$600.00	\$4,699.75
Charge Adjustment	08/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$5,299.75
Unpaid Charge	08/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$5,507.75
Partially Paid Charge	08/01/2023		40010 - Rent Income			\$2,495.00		\$5,462.80
Paid Charge	07/10/2023		42040 - Eviction Reimbursement : 743 Bustling Branch - Ernest Mcknight Jr - Ejectment Action			\$190.00		\$2,967.80
Paid Charge	07/06/2023		43010 - Late Fee Income : Calculated			\$100.00		\$2,777.80

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Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
			on 07/06/2023 5:32 AM by system					
Charge Adjustment	07/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$2,677.80
Paid Charge	07/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$2,885.80
Paid Charge	07/01/2023		40010 - Rent Income			\$2,495.00		\$2,840.85
Deposited Payment	06/28/2023	0456977767	Payment of \$2,402.10 applied to [06/01/23, acct 40010, \$2,495.00] and \$190.00 applied to [05/31/23, acct 42040, \$190.00] and \$44.95 applied to [05/01/23, acct 43070, \$44.95] and \$1,362.95 applied to [05/01/23, acct 40010, \$2,495.00]	Ernest Mcknight Jr.	06/28/2023		\$4,000.00	\$345.85
Deposited Payment	06/28/2023	2630	Payment of \$1,000.00 applied to [05/01/23, acct 40010, \$2,495.00]	Ernest Mcknight Jr.	06/28/2023		\$1,000.00	\$4,345.85
Deposited Payment	06/28/2023	140	Payment of \$132.05 applied to [05/01/23, acct 40010, \$2,495.00] and \$100.00 applied to [05/06/23, acct 43010, \$100.00] and \$100.00 applied to [04/06/23, acct 43010, \$100.00] and \$100.00 applied to [06/06/23, acct 43010, \$100.00] and \$1,901.00 applied to [04/06/23, acct 40010, \$2,367.00] and \$44.95 applied to [04/06/23, acct 43070, \$44.95] and \$22.00 applied to [04/06/23, acct 43030, \$22.00]	Ernest Mcknight Jr.	06/28/2023		\$2,400.00	\$5,345.85
Paid Charge	06/06/2023		43010 - Late Fee Income : Calculated on 06/06/2023 5:31 AM by system			\$100.00		\$7,745.85
Charge Adjustment	06/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$7,645.85
Paid Charge	06/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$7,853.85
Paid Charge	06/01/2023		40010 - Rent Income			\$2,495.00		\$7,808.90
Paid Charge	05/31/2023		42040 - Eviction Reimbursement : 743 Bustling Branch Ln - Ernest Mcknight Jr - Ejectment Action			\$190.00		\$5,313.90

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Propertyware - On Demand Real Estate Solution

Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
Paid Charge	05/06/2023		43010 - Late Fee Income : Calculated on 05/06/2023 5:28 AM by system			\$100.00		\$5,123.90
Charge Adjustment	05/01/2023		40720 - Rent Concession (Recur...				\$208.00	\$5,023.90
Paid Charge	05/01/2023		43070 - Resident Benefit Packa...			\$44.95		\$5,231.90
Paid Charge	05/01/2023		40010 - Rent Income			\$2,495.00		\$5,186.95
Paid Charge	04/06/2023		43010 - Late Fee Income : Calculated on 04/06/2023 5:28 AM by system			\$100.00		\$2,691.95
Paid Charge	04/06/2023	NTZOM4SPLA4	43080 - Svc Charge/Return/Stop...			\$30.00		\$2,591.95
Paid Charge	04/06/2023		40010 - Rent Income : Returned Payment Recharge			\$2,367.00		\$2,561.95
Paid Charge	04/06/2023		43070 - Resident Benefit Packa... : Returned Payment Recharge			\$44.95		\$194.95
Paid Charge	04/06/2023	Prorated Rent	40010 - Rent Income : Returned Payment Recharge			\$80.00		\$150.00
Paid Charge	04/06/2023	Admin Fee	43030 - Tenant Admin Fee : Returned Payment Recharge			\$22.00		\$70.00
Paid Charge	04/01/2023		40010 - Rent Income			\$2,495.00		\$48.00
Deposited Payment (Returned)	03/31/2023	NTZOM4SPLA4	Payment of \$2,367.00 applied to [04/01/23, acct 40010, \$2,495.00] and \$44.95 applied to [03/31/23, acct 43070, \$44.95] and \$80.00 applied to [03/31/23, acct 40010, \$80.00] and \$22.00 applied to [03/31/23, acct 43030, \$150.00]/Returned Bad Account - R20 Non Transaction Account	Ernest Mcknight Jr.-EMJSAV	04/03/2023		\$2,513.95	(\$2,447.00)
Paid Charge	03/31/2023		43070 - Resident Benefit Packa...			\$44.95		\$66.95
Paid Charge	03/31/2023	Admin Fee	43030 - Tenant Admin Fee			\$150.00		\$22.00
Charge Adjustment	03/31/2023		40710 - Rent Concession (One-T...	Ernest Mcknight Jr.			\$208.00	(\$128.00)
Paid Charge	03/31/2023	Prorated Rent	40010 - Rent Income			\$80.00		\$80.00

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3/14/24, 12:12 PM

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# Exhibit 'D'



COLUMBIA FIRE DEPARTMENT Incident Report

CONFIDENTIALITY NOTICE: This report, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or may otherwise be protected by law. Any unauthorized review, use, disclosure or distribution is prohibited.

### Incident Report

**Incident Number**  
24-00018

**Incident type**  
Building fire

**PSAP Call Date/Time**  
01/01/2024 01:12:40

**Officer in Charge.**  
Graham, Austin R, ENGINE 13

<b>Incident Address</b> 743 BUSTLING BRANCH LN, ELGIN, SC, 29045	<b>County</b> Richland County	<b>Fire Zone</b> BAT3
<b>Property Type</b> 1- or 2-family dwelling, detached, manufactured home, mobile home not in transit, duplex.	<b>Property Status</b> In normal use	

Dispatch Information	
<b>Alarm Date/Time</b>	01/01/2024 01:12:40

Incident Location Information			
<b>Structure Type</b>	Enclosed building	<b>Property Status</b>	In normal use
<b>Property Loss</b>	1	<b>Contents Loss</b>	1
<b>Floors Above Grade</b>	2	<b>Floors Below Grade</b>	1
<b>Length</b>	1	<b>Width</b>	1
<b>Area</b>	3	<b>Presence of Detectors</b>	Undetermined
<b>Presence of AES</b>	Undetermined		

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Response			
Department Unit 1 of 5			
Apparatus Name	BATTALION 4	Dispatch Date/Time	01/01/2024 01:16:34
Type	Chief officer car	Acknowledge Date/Time	01/01/2024 01:16:34
# of Crewmembers	1	En Route Date/Time	01/01/2024 01:17:24
Use	Suppression	Arrive Date/Time	--
ALS Support Capable	No	Clear Date/Time	01/01/2024 01:17:24
Location at Dispatch	Assigned station	Back In Service Date/Time	01/01/2024 01:25:33
Crewmembers	Baxley, Brian A	Canceled Date/Time	01/01/2024 01:17:24

Response			
Department Unit 2 of 5			
Apparatus Name	ENGINE 13	Dispatch Date/Time	01/01/2024 01:15:46
Type	Engine	Acknowledge Date/Time	01/01/2024
# of Crewmembers	3	En Route Date/Time	01/01/2024 01:16:04
Use	Suppression	Arrive Date/Time	01/01/2024 01:22:32
ALS Support Capable	No	Clear Date/Time	01/01/2024 01:37:53
Location at Dispatch	Assigned station	Back In Service Date/Time	01/01/2024 01:37:53
Crewmembers	Gambrell, Willam D   Graham, Austin R   Brown, Bradley J		

Response			
<b>Department Unit 3 of 5</b>			
Apparatus Name	ENGINE 22	Dispatch Date/Time	01/01/2024 01:16:52
Type	Engine	Acknowledge Date/Time	01/01/2024 01:16:52
# of Crewmembers	2	En Route Date/Time	01/01/2024 01:16:56
Use	Suppression	Arrive Date/Time	--
ALS Support Capable	No	Clear Date/Time	01/01/2024 01:16:56
Location at Dispatch	Assigned station	Back in Service Date/Time	01/01/2024 01:25:42
Crewmembers	Belflower, Joseph M   Stephens, Sean D	Canceled Date/Time	01/01/2024 01:16:56

Response			
<b>Department Unit 4 of 5</b>			
Apparatus Name	ENGINE 8	Dispatch Date/Time	01/01/2024 01:21:39
Type	Engine	Acknowledge Date/Time	01/01/2024 01:21:39
# of Crewmembers	3	En Route Date/Time	01/01/2024 01:21:45
Use	Suppression	Arrive Date/Time	--
ALS Support Capable	No	Clear Date/Time	01/01/2024 01:21:45
Location at Dispatch	Assigned station	Back in Service Date/Time	01/01/2024 01:25:44
Crewmembers	Higgins, Tome A   Hoskins, Jonathan W   Parks, Patrick M	Canceled Date/Time	01/01/2024 01:21:45

Response			
Department Unit 5 of 5			
Apparatus Name	RESCUE 1	Dispatch Date/Time	01/01/2024 01:19:25
Type	Rescue unit	Acknowledge Date/Time	01/01/2024 01:19:25
# of Crewmembers	4	En Route Date/Time	01/01/2024 01:19:42
Use	Suppression	Arrive Date/Time	--
ALS Support Capable	No	Clear Date/Time	01/01/2024 01:19:42
Location at Dispatch	Assigned station	Back In Service Date/Time	01/01/2024 01:25:29
Crewmembers	Brown, Connor M   Jacobs, Caleb P   Morris, Andrew R   Phillips, Bobby G	Canceled Date/Time	01/01/2024 01:19:42

Weather Information			
Temperature	43.5 °F	Wind Speed	3.47 mph
Wind Direction	Southwest	Humidity	79%
Weather Type	Overcast, over 9/10 cloud cover		

Fire Information			
# of Buildings involved	1	Area of Fire Origin	Outside area, other
Floor of Origin	1	Cause of Ignition	Unintentional
Factors contributing to ignition	None	Human Factors contributing to Ignition	None
Heat Source	Undetermined	Fire Spread	Confined to building of origin
Item first Ignited	Undetermined	COVID 19 was a factor in this Incident?	Unknown
Equipment Involved in Ignition	No	Vehicle involved in Incident?	No
Acres burned	Less than one		

Hazardous Materials Information			
HazMat Released	None	Equipment Involved In Release?	No
Vehicle Involved in Release?	No		

Actions Taken	
Department	
	Investigate


Actions Taken	
BATTALION 4   Personnel	
Baxley, Brian A	Cancelled en route

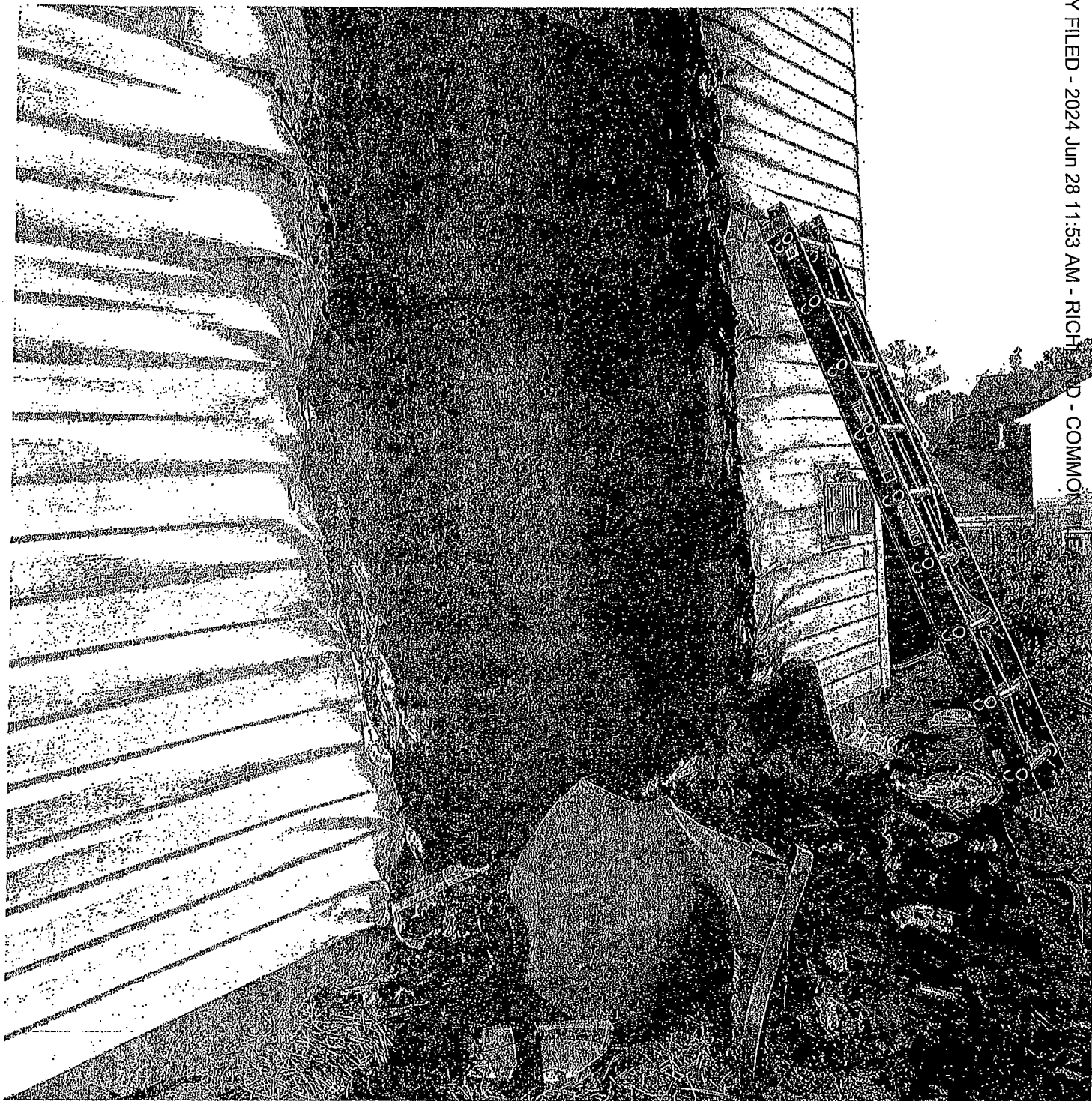
Actions Taken	
<b>ENGINE 22   Personnel</b>	
Belflower, Joseph M	Cancelled en route
Stephens, Sean D	Cancelled en route

Actions Taken	
<b>RESCUE 1   Personnel</b>	
Brown, Connor M	Cancelled en route
Jacobs, Caleb P	Cancelled en route
Morris, Andrew R	Cancelled en route
Philips, Bobby G	Cancelled en route

Actions Taken	
<b>ENGINE 8   Personnel</b>	
Higgins, Tome A	Cancelled en route
Hoskins, Jonathan W	Cancelled en route
Parks, Patrick M	Cancelled en route

Narratives
<b>Department NFIRS Narrative</b>  E13 responded for a house fire. E13 arrived on scene with nothing showing. The side of the house was on fire and put out prior to our arrival. No extension into the attic. E13 cleared.  Last update on 01/03/2024 at 07:31:28 by Austin RoBurt Graham

Report Completion		
<b>Officer In Charge</b>		
Graham, Austin R		
Assignment	ENGINE 13	
<b>Member Completing Report</b>		
Graham, Austin R		
Assignment	ENGINE 13	Signature
Date	01/03/2024	
<hr/>		



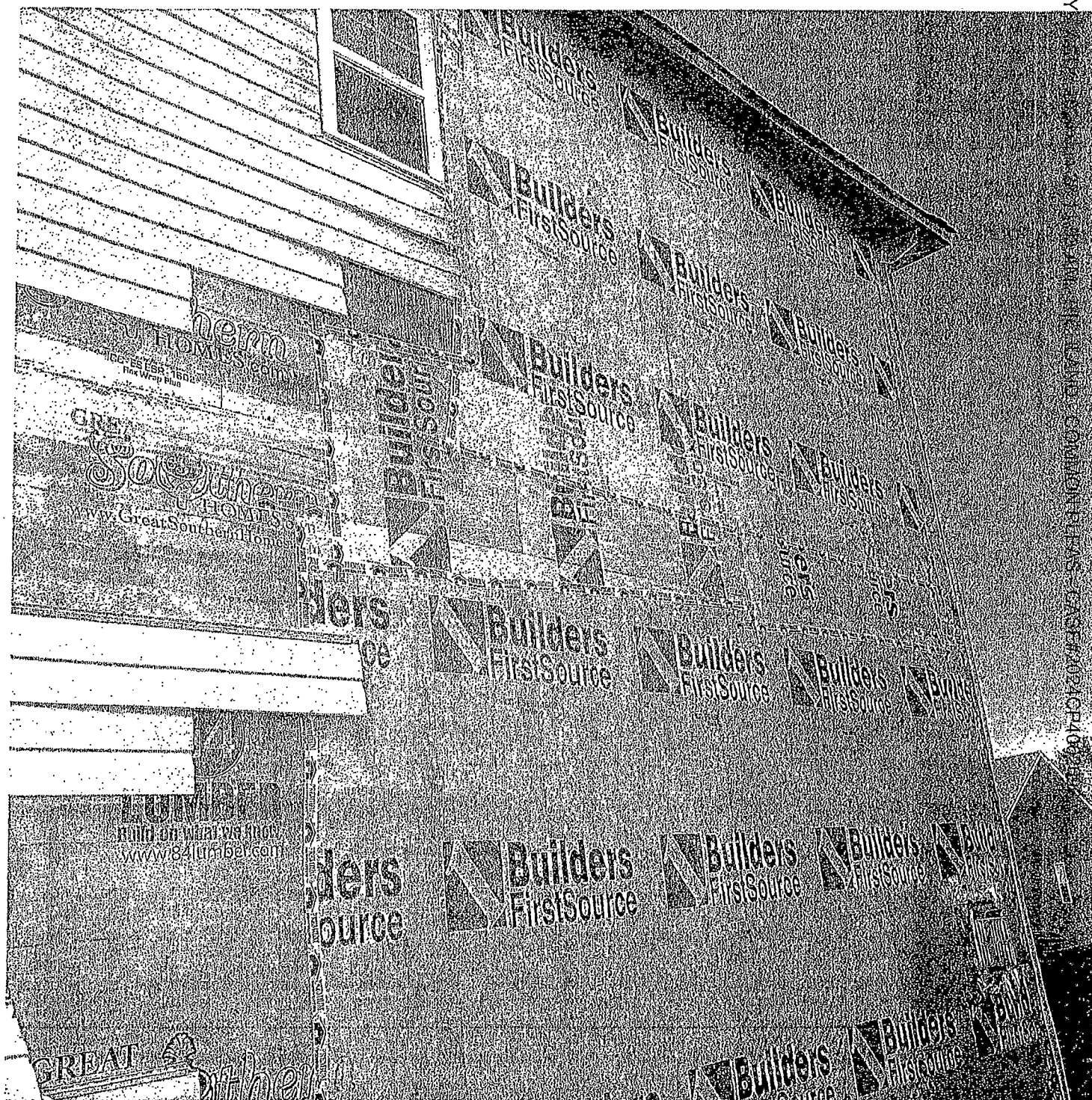


PHOTO COURTESY OF BUILDERS FIRSTSOURCE

# Exhibit 'E'



Blue Chip Maintenance, LLC  
 2803 W. Busch Blvd Ste. 200  
 Tampa, FL 33618  
 Jo@bluechipmaintenance.com  
 www.bluechipmaintenance.com

Invoice 100011862  
 Invoice Date 1/26/2024  
 Completed Date 1/26/2024  
 Customer PO T4AADWJ  
 Payment Term Net 30  
 Due Date 2/25/2024

**Billing Address**  
 Home River Group HRG  
 1118 Greccade Street  
 Greensboro, NC 27408 USA

**Job Address**  
 Ernest Mcknight Jr.  
 743 Bustling Branch Lane  
 Elgin, SC 29045 USA

Task #	Description	Quantity	Your Price	Total
Materials		1.00	\$0.00	\$0.00
PL001	<p>Inspection 1st-hour labor to include all photos, the Inspection, and suggested repairs            Resident caused YES NO UNKNOWN            Problem:            1, Presenting issue; The tenant reported that on New Year's the fireworks in his neighborhood caught the trashcan on fire and this caused damage to the side of the house. He said that since he lives in an HOA he had to take care of this ASAP, he is a contractor so he did some of the repairs and he said that the vinyls that need to be replaced are arriving tomorrow. He was told he had to call us for all of this, so he needs to know what can be done in this case and how to proceed.</p> <p>Solution:            1, Remove all warped siding and soffit from the home            2, Install 600 SQ feet of new Siding (Can not guarantee color match to to existing siding fading)            3, Install 32 LF of New soffit            4, Wrap 30 Foot of fascia (Will require new aluminum to be custom formed)            5, Repair Wires damaged at soffit and Install 2 new junction boxes            6, Haul away and dump debris</p> <p>Parts need to be ordered (YES)            If Yes ETA will be given at the time of approval.</p>	1.00	\$0.00	\$0.00
G002	<p>Demolition            1. Remove all warped siding and soffit from the home</p>	1.00	\$725.00	\$725.00
SID010	<p>Vinyl 100-500 square feet            2, Install 600 SQ feet of new Siding (Can not guarantee color match to to existing siding fading)            *** MINIMUM 190SQFT</p>	600.00	\$11.12	\$6,672.00
EF016	<p>Vinyl Soffit remove and replace over 15 square foot            3, Install 32 LF of New soffit</p>	32.00	\$19.07	\$610.24
EF020	<p>Metal Fascia Remove and Replace over 20 FT            4, Wrap 30 Foot of fascia (Will require new aluminum to be custom formed)</p>	30.00	\$18.23	\$546.90

Does not include Gutter removal and Re-Install

EL024	Electrical 5, Repair Wires damaged at soffit and install 2 new junction boxes	1.00	\$250.00	\$250.00
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G003	Haul off and disposal 6, Haul away and dump debris	1.00	\$425.00	\$425.00
------	---	------	----------	----------

Sub-Total	\$9,229.14
Tax	\$0.00
<b>Total</b>	<b>\$9,229.14</b>
Payment	\$0.00
<b>Balance Due</b>	<b>\$9,229.14</b>

**\*DISCLAIMERS\***

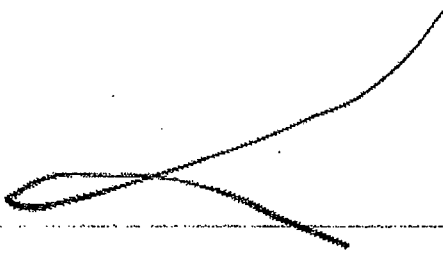
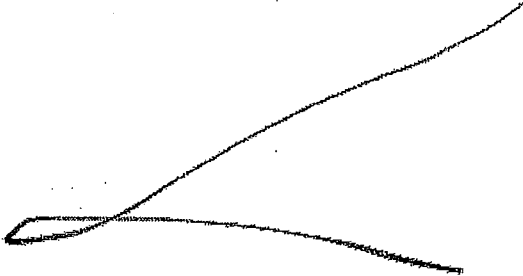
- Some home repairs will affect the habitability of a home (i.e. bathroom rebuild, plumbing, and replpes, sewer lline replacement, and other large repairs.) To ensure a tenant's comfortability and safety, this may require the tenants to be relocated temporarily until repairs are completed.
- When using Heavy Machinery, we can not control the weather and current ground conditions. We can not warranty any landscaping damages caused during the repairs. If needed, a change order will need to be made to address the landscaping issue.
- Appliance Disclaimer Due to the age and complexly of the units additional parts & labor may be required, to get to a full functioning appliance.
- All digging must be approved and marked by 811, Dig requests take 3 to 7 days to process from the date of approval. No digging is permitted until the dig request is approved and processed.

**\*NOT COVERED UNDER WARRANTY\***

- Cleaning organic matter unless the underlying cause is addressed.
- Patching a leaky roof. A roof with one leak may have other weak spots that can't be addressed until it becomes a leak.
- Touch up paint, the exact color or sheen - Fresh paint on an old wall will not completely match.
- Clearing of drain lines-When the line is clear after we leave the Job site, we will not be held lliable for occupants putting Items into the drain lines, sink, toilet, tub, or shower drains.
- The lighting of pilot lights-This is usually an indication of a deeper underlying issue to resolve.

The Blue Chip Service Guarantee: If there are any Issues related to our service within a full year (365 days) we will come back out ASAP at no charge to you and resolve the issue at hand. Simple as that! We pride ourselves on doing things right the first time!

Date 1/26/2024



Date 1/26/2024

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# Exhibit 'F'

## N.

**Elements of Common Landlord-Tenant Problems****1. Generally**

The relationship of landlord and tenant is always based upon a contract, whether oral or written, which determines the rights and responsibilities each party has and owes to the other.

Usually, the agreement between the parties takes the form of a lease, by which the tenant gains possession and use of the premises during the term of the lease, and in which the terms of the landlord-tenant relationship are spelled out.

Tenancies may be for a specific term of period of time (for a year), or for a periodic term and are automatically renewable (month to month), or tenancies may be at will (in which the lease stands so long as the parties desire it to or until such time as they wish to end it).

The lease usually provides for specific aspects of the landlord-tenant relationship such as subleasing, means of notice, termination, rent payments, and responsibility for repair and maintenance.

If the tenant fails to pay the rent, the landlord can terminate the lease, force the tenant to vacate the premises, and recover any rent due.

**2. Jurisdiction of Magistrates**

Magistrates have concurrent jurisdiction with the Circuit Court as to those landlord-tenant matters which may be brought pursuant to the provisions of Chapters 33 to 41 of Title 27 of the Code, regardless of the dollar-amount in controversy. § 22-3-10 (10). The magistrate court will retain jurisdiction in cases involving landlord/tenant and the possession of land even when any counterclaim exceeds the civil jurisdictional limit of \$7,500.00. § 22-3-10 (12). In cases that do not fall under § 22-3-10 (12), the initial claim and counterclaim must be transferred to the Court of Common Pleas. § 22-3-30. In an ejectment proceeding brought pursuant to § 27-37-20, in the absence of a summons and complaint being filed, please be reminded that the remedy or relief is limited to ejectment (and does not include other claims or causes of action for damages, such as monetary damages, back rent, damage to the landlords' property, etc.). Possession of property must be in dispute for the case to fall under § 22-3-10 (10) and (12). *Mosseri v. Austin's at the Beach, Inc.*, Op. No. 4215 (S.C. Ct. App. Filed March 12, 2007). If a summons and complaint is filed along with an action for ejectment, damages referenced above and pursuant to § 22-3-10 (10) and (12) may be pursued by a landlord.

As to any action brought in a magistrate's court for past due rent not brought as an action for distraint or ejectment, such action must be brought pursuant to one of the jurisdictional grants of authority, other than that as to landlord-tenant matters, provided by S.C. Code Ann. § 22-3-10. As to such an action, the general \$7,500.00 monetary limitation on a magistrate's jurisdiction would apply.

As to any action brought in a magistrate's court to recover sums due under an acceleration clause in a lease, such action must be brought pursuant to one of the jurisdictional grants of authority, other than as to landlord-tenant matters, provided by § 22-3-10. As to such an action, the general \$7,500.00 monetary limitation on a magistrate's jurisdiction would apply. See Op. Att'y Gen. dated January 14, 1982.

While all of the chapters related to landlord/tenant referenced above are important, special attention should be given Chapter 37, Ejectment of Tenants, Chapter 39, Rent, and Chapter 40, South Carolina Residential Landlord and Tenant Act (SCRLTA). When dealing with mobile homes or trailers, reference should be made to the Manufactured Home Park Tenancy Act found in Chapter 47 of Title 27 of the Code.

**3. Eviction or Ejectment****a. Generally**

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF RICHLAND

CASE NO. 2023CV40210902025

Home River Group as Agent for 510  
SFR SC Operations,1, LLC

**CERTIFICATE OF SERVICE**

Plaintiff,

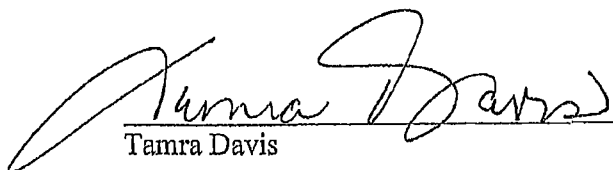
-vs-

Ernest McKnight, Jr. & All Other  
Occupants

Defendant(s).

I, Tamra Davis, an employee of Crawford & von Keller, LLC, do hereby certify that on this date, I served a copy of Home River Group as Agent for 510 SFR SC Operations 1, LLC's Reply and Notice of Motion and Plaintiff's Motion to Amend Complaint on the party listed below, by causing the same to be placed in a sealed envelope, first-class postage pre-paid, and deposited in the United States Mail on the said date, addressed as follows:

G. Robin Alley  
Isaccs & Alley, LLC  
2000 Park Street, Suite 100  
P.O. Box 8596  
Columbia, SC 29202-8596

  
\_\_\_\_\_  
Tamra Davis

Columbia, SC  
March 15, 2024

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