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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Appellate Case No.: 2025-000634

Tina Ferrier, Respondent,

v.

Harborstone, LLC d/b/a
Harborstone Apartments, Appellant.

RECORD ON APPEAL

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INDEX

ORDERS

Form 4 Order Denying Appellant’s Motion to Dismiss and/or Compel Arbitration 1

Form 4 Order Denying Appellant’s Rule 59(e) Motion for Reconsideration4

PLEADINGS

Summons and Complaint7

Amended Answer.....14

Appellant’s Motion to Dismiss and/or Compel Arbitration.....21

Appellant’s Rule 59(e) Motion for Reconsideration..... 25

Notice of Appeal.....48

TRANSCRIPTS

Transcript of Hearing on Motion to Dismiss and/or Compel Arbitration.....59

Certificate of Counsel.....66

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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:

The Defendant's motion to dismiss or alternatively compel arbitration heard before the Court on 2/26/2025, is denied.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/26/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al
Case Number: 2024CP1005318
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2025-02-26 12:14:03 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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 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:

Respectfully, having considered the motion to reconsider, I decline to grant the motion and chose to decide this motion, within the courts discretion, to issue a ruling without holding a hearing.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/25/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al
Case Number: 2024CP1005318
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2025-03-25 10:40:32 page 3 of 3

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON))	CASE NO: 2024-CP-
)	
TINA FERRIER,)	
)	
PLAINTIFF,)	SUMMONS
)	
v.)	
)	
HARBORSTONE, LLC d/b/a)	
HARBORSTONE APARTMENTS)	
)	
DEFENDANT.)	
_____)	

TO: THE DEFENDANT ABOVE-NAMED

YOUR ARE HEREBY SUMMOND and required to answer the complaint, herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said complaint upon the subscriber, D. Scott Drescher, Esquire, at their office of Bostic Law Group, P.A. located at 2236 Ashley Crossing Drive, Charleston, South Carolina 29414, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN FURTHER NOTICE, that if you fail to appear and defend and fail to answer the complaint as required by this summons, within thirty (30) days after service hereof, judgment by default will be rendered against you for the relief demanded in the complaint.

BOSTIC LAW GROUP, P.A.

s/D.Scott Drescher
D. Scott Drescher
sdrescher@bosticl原因.com
843-571-2525
2236 Ashley Crossing Dr.
Charleston, SC 29414

Attorney for Plaintiff

Charleston, South Carolina

October 22, 2024

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON))	CASE NO: 2024-CP-
)	
TINA FERRIER,)	
)	
PLAINTIFF,)	
)	
v.)	COMPLAINT
)	(Jury Trial Demanded)
)	
HARBORSTONE, LLC d/b/a)	
HARBORSTONE APARTMENTS)	
)	
DEFENDANT.)	
)	

The Plaintiff above-named, complaining of acts of the Defendant, above-named, alleges as follows:

1. That the Plaintiff is a citizen and resident of the County of Charleston, State of South Carolina.
2. That the Defendant, Harborstone LLC., is a limited liability company located and transacts business in Charleston County, South Carolina.
4. That this Honorable Court has jurisdiction of the parties, and the subject matter herein set forth.
5. That at all times material, the Plaintiff was a tenant of Defendant’s apartment complex.

FACTUAL BACKGROUND

6. That on or about the 14th day of December 2022, Plaintiff was a tenant of Defendant living at 3825 Ladson Road, Apartment 1101, Ladson, South Carolina.
7. Defendant maintained a trash compactor on Defendant’s property that Defendant’s tenants were supposed to use, including Plaintiff, to dispose of their trash.

8. On or about December 14, 2022, Plaintiff used Defendant's trash compactor to dispose of her trash.

9. It is upon information and belief that Defendant had repaired and/or installed a new door on the trash compactor prior to December 14, 2022.

10. When Plaintiff tried to dispose of her trash in the trash compactor, the door swung open at a high speed, injuring Plaintiff.

11. Defendant's trash compactor, specifically the door, was defective and was in a dangerous condition at the time of the incident.

12. Plaintiff did not have any knowledge of the dangerous condition of Defendant's trash compactor prior to using it that day.

13. Defendant knew or should have known of the dangerous condition of the trash compactor.

14. Defendant did not warn its tenants, including Plaintiff, of the dangerous condition of their trash compactor

FOR A FIRST CAUSE OF ACTION

NEGLIGENCE

15. That each and every allegation set forth above in Paragraphs 1 through 14 is re-alleged and reaffirmed as if fully set forth herein verbatim.

16. Defendant and its agents and/or employees negligently installed a door on Defendant's trash compactor that was defective and dangerous, thereby negligently creating a hazardous condition for the tenants of Defendant including Plaintiff.

17. Defendant instructed their tenants, including Plaintiff to use the trash compactor.

18. Defendant had a duty to maintain and keep the trash compactor in a safe working condition.

19. It was foreseeable that one of the tenants, including the Plaintiff, could injure themselves due to the dangerous condition of the trash compactor door opening at a high rate of speed.

20. That the Defendant, as a business through its employees under the course and scope of their employment, was negligent, grossly negligent, reckless, willful, wanton and/or careless in one or more of the following ways:

- a) In failing to warn its tenants, the Plaintiff in particular, of the dangers then and there existing by posting proper signs, barriers and/or blockades alerting its customers to the unsafe condition of the dangerous trash compactor door;
- b) In failing to maintain the trash compactor in a safe working condition;
- c) In failing to properly monitor the trash compactor to make sure it was in a safe working condition;
- d) Defendant knew or should have known of the unsafe condition of the trash compactor, yet failed to eliminate such dangerous condition;
- e) In failing to use the degree of care and caution a reasonably prudent business person would have used under the circumstances then and there prevailing, well knowing that extra duties of care owed to its tenants;
- f) In failing to properly hire and train individuals who were placed in the position to maintain the trash compactor; and
- g) In violating proper and applicable policies and procedures relating to the inspection, maintenance and repair/remedy of dangerous condition of the trash compactor.

Any one or more of which was the direct or contributing proximate cause of the injuries and damages suffered by the Plaintiff herein.

FOR A SECOND CAUSE OF ACTION

PREMISES LIABILITY

21. That each and every allegation set forth above in Paragraphs 1 through 20 is re-alleged and reaffirmed as if fully set forth herein verbatim.

22. Defendant, by and through their agents and/or employees, were responsible for the maintenance and safety of their premises.

23. That a duty of care was owed by Defendant to its tenants, including Plaintiff, including a duty to keep the premises safe..

24. Defendant and its agents and/or employees knew, or in the exercise of reasonable diligence should have known of the dangerous condition of the trash compactor on its property.

25. Defendant breached its duty.

26. Defendant and its agents and/or employees knew, or in the exercise of reasonable diligence should have known that the door of their trash compactor that opens at a high speed is a dangerous condition.

27. That the Defendant, as a business through its employees under the course and scope of their employment, was negligent, grossly negligent, reckless, willful, wanton and/or careless in one or more of the following ways:

- a) In failing to warn its tenants, the Plaintiff in particular, o to the unsafe condition of the dangerous trash compactor door;
- b) In then and there failing to keep the premises in a safe condition;
- b) In failing to properly monitor and maintain the trash compactor;
- c) In having knowledge of the unsafe condition of the trash compactor door, yet failing to remove such dangerous condition;

- d) In failing to use the degree of care and caution a reasonably prudent business person would have used under the circumstances then and there prevailing, well knowing that extra duties of care owed to its tenants;
- e) In violating proper and applicable policies and procedures relating to the inspection, maintenance and repair/remedy of dangerous condition of the trash compactor.

Any one or more of which was the direct or contributing proximate cause of the injuries and damages suffered by the Plaintiff herein.

28. That as a direct and proximate result of the aforesaid acts or omissions of the Defendant, the Plaintiff:

- a. Suffered a painful bodily injury;
- b. Suffered and continues to suffer emotional trauma, fear, anxiety and stress as a result of his injuries and their aftermath;
- c. Suffered significant medical and healthcare provider expenses;
- d. Was unable to pursue his normal daily activities and lifestyle;
- e. Underwent pain, mental anguish, suffering and discomfort following the incident and continues to have pain, mental anguish, suffering and discomfort from these injuries, resulting in loss of enjoyment of life.

WHEREFORE, the Plaintiff prays the Court for a jury trial and for judgment against the Defendant in favor of the Plaintiff, for all actual and punitive damages he may be legally entitled to, including the cost of this action and attorney's fees, and any other damages and expenses this Honorable Court deems just and proper.

BOSTIC LAW GROUP, P.A.

s/D. Scott Drescher
D. Scott Drescher
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843-571-2525
2236 Ashley Crossing Dr.
Charleston, SC 29414

Attorney for Plaintiff

Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TINA FERRIER,

Plaintiff,

vs.

HARBORSTONE, LLC d/b/a
HARBORSTONE APARTMENTS,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2024-CP-10-05318

AMENDED ANSWER

TO: D. SCOTT DRESCHER, ESQ., ATTORNEY FOR TINA FERRIER

The Defendant Harborstone, LLC ("Harborstone"), answering the Complaint of the Plaintiff, above-named and responding to the allegations as follows:

That the Defendant denies each and every allegation of the Complaint not hereinabove in specifically admitted or modified.

1. That upon information and belief, the Defendant admits the allegations of paragraph 1 of the Complaint.

2. In response to the allegations contained in paragraph 2 of the Complaint, Defendant admits that Harborstone operated as a limited liability company engaged in the ownership of multifamily residential dwellings and conducted business in Charleston County, South Carolina, at all times relevant hereto. To the extent this limited admission is inconsistent with the remaining allegations contained in paragraph 2, the same are denied and strict proof is demanded thereof.

3. In response to the Complaint, the Defendant notes that paragraph 3 is absent from the Complaint. To the extent an allegation was intended in paragraph 3 but omitted, the Defendant denies any implied or unalleged claim and demands strict proof thereof.

4. The allegations contained in paragraph 4 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 4, if any.

5. That upon information and belief, the Defendant admits the allegations of paragraph 5 of the Complaint.

6. That upon information and belief, the Defendant admits the allegations of paragraph 6 of the Complaint.

7. In response to the allegations contained in paragraph 7 of the Complaint, Defendant admits that it owns and operates Harborstone Apartments and that a trash compactor is provided for tenant use. To the extent this limited admission is inconsistent with the remaining allegations contained in paragraph 7 of the Complaint, the same are denied and strict proof is demanded thereof.

8. The Defendant lacks sufficient information to form a belief as to the allegations of paragraph 8 of the Complaint.

9. In response to the allegations in paragraph 9 of the Complaint, the Defendant admits that it engaged third parties to perform repairs on the door of the trash compactor prior to December 14, 2022. To the extent this limited admission is inconsistent with the remaining allegations in paragraph 9, those allegations are denied, and strict proof is demanded thereof.

10. The Defendant lacks sufficient information to form a belief as to the allegations of paragraph 10 of the Complaint.

11. The Defendant lacks sufficient information to form a belief as to the allegations of paragraph 11 of the Complaint.

12. The Defendant lacks sufficient information to form a belief as to the allegations of paragraph 12 of the Complaint.

13. The Defendant denies the allegations contained in paragraph 13 of the Complaint and demands strict proof thereof.

14. The Defendant denies the allegations contained in paragraph 14 of the Complaint and demands strict proof thereof.

15. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

16. The Defendant denies the allegations contained in paragraph 16 of the Complaint and demands strict proof thereof.

17. The Defendant denies the allegations contained in paragraph 17 of the Complaint and demands strict proof thereof.

18. In response to the allegations contained in paragraph 18 of the Complaint, the Defendant admits that the trash compactor located on the Harborstone Apartments property was provided for tenant use. To the extent this limited admission is inconsistent with the remaining allegations contained in paragraph 18 of the Complaint, the same are denied and strict proof is demanded thereof.

19. The allegations contained in paragraph 19 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 19 of the Complaint, if any, and demands strict proof thereof.

20. The Defendant denies the allegations contained in paragraph 20 of the Complaint, including subparts a) through g), and demands strict proof thereof.

21. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

22. The allegations contained in paragraph 22 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a

response is required, Defendant denies the allegations contained in paragraph 22, if any, and demands strict proof thereof.

23. The allegations contained in paragraph 23 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 23, if any, and demands strict proof thereof.

24. The allegations contained in paragraph 24 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 24, if any, and demands strict proof thereof.

25. The allegations contained in paragraph 25 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 25, if any, and demands strict proof thereof.

26. The allegations contained in paragraph 26 of the Complaint are conclusions of law, and the Defendant is not required to answer the same. To the extent that a response is required, Defendant denies the allegations contained in paragraph 26, if any, and demands strict proof thereof.

27. The Defendant denies the allegations contained in paragraph 27 of the Complaint, including subparts (a), (b), (b), (c), (d), and (e), and demands strict proof thereof.

28. The Defendant denies the allegations contained in paragraph 28 of the Complaint, including subparts a) through e), and demands strict proof thereof.

29. The Defendant denies the allegations contained in the WHEREFORE paragraph of the Complaint, if any, and demands strict proof thereof.

FOR A FIRST AFFIRMATIVE DEFENSE
(Arbitration and Waiver of Judicial Remedies)

30. Defendant asserts that Plaintiff's claims are subject to mandatory arbitration pursuant to the binding arbitration clause contained in the Apartment Lease Agreement between the parties. Defendant hereby demands enforcement of the arbitration provision, dismissal or stay of this action, and referral of Plaintiff's claims to arbitration.

FOR A SECOND AFFIRMATIVE DEFENSE
(Incorporation of Affirmative Defenses)

31. The undersigned denies each and every allegation of the Complaint, asserts those affirmative defenses set forth in Rule 8 of the South Carolina Rules of Civil Procedure, contests service and personal jurisdiction, and raises those defenses set forth in Rule 12, all to the extent they are applicable.

FOR A THIRD AFFIRMATIVE DEFENSE
(Reliance on Other Defenses)

32. The Defendant hereby gives notice that they intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery and thus reserves the right to amend their Answer to assert any such defenses.

FOR A FOURTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

33. That the Plaintiff has failed to take prompt and reasonable action under the circumstances to avoid the occurrence of additional damages and/or injuries and such failure to mitigate damages constitutes a complete defense as to that portion of damages which could have been otherwise avoided by reasonable and prompt action on the part of the Plaintiff.

FOR A FIFTH AFFIRMATIVE DEFENSE
(Intervening Acts of Third Parties)

34. That the injuries or damages sustained by the Plaintiff, if any, were due to

and caused by and were the direct and proximate result of the intervening and superseding acts of third parties not affiliated with Defendants and not under their domain or control.

FOR A SIXTH AFFIRMATIVE DEFENSE
(Comparative Negligence)

35. That the injuries and damages sustained by the Plaintiff if any, were due to, caused by and were the direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness of Plaintiff, and recovery should be barred or reduced in proportion to such negligence as provided by law.

FOR A SEVENTH AFFIRMATIVE DEFENSE
(Comparative Negligence Reduction)

36. In the event the alleged negligence of the Defendant operated as a fifty (50%) percent or greater proximate cause of the accident, which is expressly denied and admitted solely for the purpose of this defense, the Defendant is entitled to a reduction of any amount awarded to Plaintiff in an amount equal to that percentage of her negligence, recklessness and carelessness.

WHEREFORE, having fully responded to Plaintiff's Complaint, the Defendant respectfully requests that the Court dismiss Plaintiff's Complaint or, in the alternative, enforce the arbitration provision and stay this action. Defendant further prays for an award of costs and disbursements incurred in this action, as well as any other relief the Court deems just and proper.

[Signature Page to Follow]

CLAWSON and STAUBES, LLC

s/Amanda M. Gaston

Amanda M. Gaston, Esq.

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Christopher W. Nickels, Esq.

Bar No.: 68601

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Charleston, South Carolina 29492-8144

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Attorneys for Defendant

Charleston, South Carolina
December 19, 2024

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TINA FERRIER,

Plaintiff,

vs.

HARBORSTONE, LLC d/b/a
HARBORSTONE APARTMENTS,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2024-CP-10-05318

**NOTICE OF MOTION AND
DEFENDANT'S MOTION TO DISMISS
OR IN THE ALTERNATIVE COMPEL
ARBITRATION**

TO: D. SCOTT DRESCHER, ESQ., ATTORNEY FOR TINA FERRIER

YOU WILL PLEASE TAKE NOTICE that Defendant Harborstone, LLC ("Harborstone"), by and through its undersigned attorneys, hereby moves before the Presiding Judge of the Ninth Judicial Circuit at the Charleston County Courthouse, on the tenth (10th) day after service hereof, or at such other time and place as may be convenient to the Court and counsel, for an Order dismissing the above-captioned case or, in the alternative, compelling arbitration of the claims and matters set forth in the above-captioned case and staying all further proceedings in this Court during the pendency of arbitration.

This Motion is based upon the following grounds:

1. That Paragraph 42 of the Apartment Lease Agreement between the parties, attached hereto as **Exhibit A**, provides that claims, disputes, or other matters arising out of or relating to the Lease—or the relationship between the Landlord and Resident created by the Lease—shall be resolved through arbitration.

2. The claims asserted in the above-captioned case, including alleged violations of the Residential Landlord Tenant Act and Negligence/Gross Negligence, arise

directly from the Lease and the relationship established therein. Accordingly, these claims constitute arbitrable disputes under the terms of the Lease Agreement.

3. Paragraph 42 of the Lease Agreement provides clear and explicit notice that disputes arising under the Lease Agreement are subject to arbitration pursuant to the Federal Arbitration Act, which is sufficient to render the arbitration clause valid and enforceable under South Carolina law.

This Motion is based upon the Federal Arbitration Act (Title 9, U.S.C. § 1 et seq.), the Apartment Lease Agreement attached hereto as **Exhibit A**, and such additional legal authority and argument as may be presented at the hearing.

Respectfully submitted,

CLAWSON and STAUBES, LLC

s/Amanda M. Gaston

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Attorneys for Defendant

Exhibit A

38. Subordination: This Lease is subject to all present or future liens, ground or underlying leases, mortgages, deeds of trust, security agreements, or any other such liens or security interests affecting the Apartment. Resident hereby appoints Landlord as Attorney-in-Fact to execute and deliver any and all necessary documents to evidence such subordination.

39. Severability: In the event that any provision of this Lease is deemed by any court of competent jurisdiction to be unenforceable, void, invalid, or otherwise not binding for any reason, the offending provision shall be severed, and other provisions of this Lease shall remain in full force and effect.

40. Non-Waiver: The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's rights hereinafter to enforce any such terms, covenants, agreement, or conditions, but the same shall continue in full force and effect. Landlord's acceptance of any monthly rental payment after the due date shall not constitute a waiver of its rights to receive future rent payments on the due date.

41. Remedies: All remedies under this Lease or allowed by law or equity shall be cumulative. If a suit for any breach of this Lease establishes a breach by Resident or other occupants of the Apartment, or if the Resident brings an unsuccessful action against Landlord, Resident shall pay to Landlord all costs associated with such action, including court costs and attorney's fees.

42. Arbitration: With the exception of a claim by Landlord for recovery of possession of the Apartment, all claims, demands, disputes, actions for damages, or other causes of action, whether in contract, tort, statutory, or other law, ("Disputes") that in any way (i) arise out of and relate to this Lease, or (ii) arise out of and relate to the relationship of the Landlord and Resident created by this Lease, including without limitation any Disputes that arise out of and relate to any Permitted Occupant or other person claiming on behalf of or through the Resident, will be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and will be enforceable pursuant to the Federal Arbitration Act. To the extent the laws of any state, including the law of the State of South Carolina, conflict with the enforcement of this arbitration provision, the Federal Arbitration Act will control. Each party will bear its own costs and attorney's fees relating to such arbitration proceeding. All Disputes must be arbitrated in accordance with this provision, except that any claim by Landlord for recovery of possession of the Apartment will not be resolved through arbitration, but instead will be resolved in the judicial system through summary ejectment and other relevant governing procedure. Landlord, Resident, and all other parties claiming hereunder agree that each may only bring claims against the other(s) in their individual capacity and not as a plaintiff or class member in any purported class or representative action. Class action lawsuits, class-wide arbitration, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are hereby waived and not allowed under this Lease, nor is combining individual proceedings without the consent of all parties.

Landlord Initials: **Resident Initials:**

43. Construction of Lease: Landlord and Resident agree that the terms of the Lease shall be interpreted in the manner which most effectuates the intent expressed herein. The following rules of construction shall be applied:

- a. Handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them;
- b. This Lease shall not be strictly construed against either the Landlord or Resident;
- c. Paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this Lease; and
- d. Words in the singular shall include the plural, and the masculine shall include the feminine and neutral genders, as appropriate.

44. Amendment of Laws: In the event that, subsequent to the execution of this Lease, any state statute regulating or affecting any duty or obligation imposed upon Landlord pursuant to the Lease is enacted, amended, or repealed, Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the provision of this Lease or of the statutes in effect when this Lease was executed.

45. Mold and Mildew: For both the maintenance of the Apartment and for the health and well-being of Resident, Permitted Occupants, Resident's family, guests or invitees, Resident acknowledges and agrees to use Resident's best efforts to prevent any conditions in the Apartment, such as excessive moisture that could create an environment conducive to mold growth. It is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to and prevent and, if necessary, remediate mold and mildew from accumulating in the Apartment. Accordingly, Resident agrees to:

- a. Clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent: run the bathroom fan to remove moisture when showering.
- b. Promptly report to Landlord, in writing, any actual or potential mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential mold problem constitutes a material

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TINA FERRIER,

Plaintiff,

vs.

HARBORSTONE, LLC d/b/a
HARBORSTONE APARTMENTS,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2024-CP-10-05318

**NOTICE OF MOTION AND MOTION
TO RECONSIDER COURT'S ORDER
DENYING MOTION TO DISMISS
AND/OR COMPEL ARBITRATION**

PLEASE TAKE NOTICE that Defendant Harborstone, LLC (hereinafter "Harborstone"), by and through its undersigned attorneys, hereby moves before the Presiding Judge of the Ninth Judicial Circuit at the Charleston County Courthouse, on the tenth (10th) day after service hereof, or at such other time and place as may be convenient to the Court and counsel, for an Order granting relief from its Order Denying Defendant's Motion to Dismiss and/or Compel Arbitration (Exhibit A) as dated February 26, 2025. This Motion is made pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure and is supported by applicable law, based on the following grounds:

1. That Paragraph 42 of the Apartment Lease Agreement between the parties, attached hereto as **Exhibit A**, provides that claims, disputes, or other matters arising out of or relating to the Lease—or the relationship between the Landlord and Tenant created by the Lease—shall be resolved through arbitration.

2. The claims asserted in the above-captioned case, including alleged violations of the Residential Landlord Tenant Act and Negligence/Gross Negligence, arise directly from the Lease and the relationship established therein. Accordingly, these claims constitute arbitrable disputes under the terms of the Lease Agreement.

3. Paragraph 42 of the Lease Agreement provides clear and explicit notice that disputes arising under the Lease Agreement are subject to arbitration pursuant to the Federal Arbitration Act, which is sufficient to render the arbitration clause valid and enforceable under South Carolina law.

4. The Court's prior Order denying Defendant's Motion to Dismiss and/or Compel Arbitration did not consider the executed version of the Apartment Lease Agreement, which is now attached to this Motion as **Exhibit B**. The executed Lease Agreement provides the definitive terms governing the parties' relationship and establishes the enforceability of the arbitration clause.

5. In light of the executed Lease Agreement and the arbitration provision contained therein, reconsideration of the Court's prior Order is warranted to ensure adherence to the terms of the agreement between the parties and to comply with the Federal Arbitration Act.

This Motion is based upon the Federal Arbitration Act (Title 9, U.S.C. § 1 et seq.), the Apartment Lease Agreement attached hereto as **Exhibit B**, and such additional legal authority and argument as may be presented at the hearing.

WHEREFORE, for the reasons stated above, Defendant respectfully requests that this Court reconsider its Order and issue an amended order that reflects a ruling consistent with the terms of the executed Lease Agreement, compelling arbitration of the Plaintiff's claims.

[Signature Page to Follow]

Respectfully submitted,

CLAWSON and STAUBES, LLC

s/Amanda M. Gaston

Amanda M. Gaston, Esq.

Bar No.: 104135

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Email: agaston@cslaw.com

Attorney for Defendant

Charleston, South Carolina

March 3, 2025

Exhibit A

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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:

The Defendant's motion to dismiss or alternatively compel arbitration heard before the Court on 2/26/2025, is denied.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/26/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

ELECTRONICALLY FILED - 2025 Feb 26 2:33 PM - CHARLESTON - COMMON PLEAS - CASE#2024CP1005318
ELECTRONICALLY FILED - 2025 Mar 03 12:29 PM - CHARLESTON - COMMON PLEAS - CASE#2024CP1005318



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al
Case Number: 2024CP1005318
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2025-02-26 12:14:03 page 3 of 3

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Exhibit B

Apartment Lease Agreement - South Carolina

1. Parties:

- a. "Landlord": Harborstone
- b. "Resident": tina ferrier, said ferrier
- c. "Guarantor(s)": (if applicable, see attached Guaranty of this Lease)
- d. "Permitted Occupants":
- e. "Apartment": 3825 Ladson Road Apt 1101, Ladson, SC 29456 (Resident's physical address)
- f. "Premises": Harborstone (Name of Apartment Community). Located in Charleston County, SC

IN CONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord does hereby lease and rent to Resident and Resident does hereby lease and rent from the Landlord, the Apartment in accordance with the following terms and conditions (the "Lease"):

2. Summary of Rent/Late Fee/Initial Term:

BASE MONTHLY RENT: \$1685.00	INITIAL TERM: Commencing: 08/23/2022 Expiration: 07/22/2023
-------------------------------------	--------------------------------------------------------------------

Additional Monthly Rents:				
Garage/Carport	Storage	Furniture	Non-Refundable Pet Fee	Other Rents/Fees (List and describe)
\$0	\$0	\$0	\$0 Per Month \$0.00 Total Fee	1. Washer/Dryer \$0 2. Cable \$0

TOTAL ADDITIONAL FIXED MONTHLY RENTS: \$0 (Not Including Other Variable Rents/Fees)

Concession(s): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Concession Amount	Description
\$0.00	
\$0.00	

Miscellaneous Fees:	
(Short Term/Month-to-Month)	\$0
Facilities Charge (monthly)	\$40.00

TOTAL MONTHLY RENT:	\$1725.00
(Base Monthly Rent plus Total Additional Monthly Rents minus Monthly Concessions and Discounts)	

LATE FEES PER MONTH:	\$168.50
<small>(Late Fee will be the greater of \$168.50 or 10% of the <u>Base Monthly Rent</u> if rent paid after the fifth (5th) of month)</small>	
Prorated Rent for Partial First Month:	\$500.80
<small>[Equal to (Total Monthly Rent) / (days in calendar month) x (days remaining in first month)]</small>	

DEPOSITS:		
Security Deposit:	Pet Deposit (Per Pet)	Other Deposits: (Describe)
\$772.50		
TOTAL SECURITY DEPOSIT:		\$772.50

Name and Address of Financial Institution Where Deposits Held:
Wells Fargo Bank, N.A. 420 Montgomery Street

3. Term: The term of this Lease shall be for **11** months commencing **08/23/2022** and expiring **07/22/2023** ("Initial Term"). The Initial Term shall be renewed on a month-to-month basis unless either party provides the other party written notice of termination sixty (60) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any month-to-month tenancy. In addition, Landlord may notify Resident not less than sixty (60) days prior to the expiration of the Initial Term that rent for the renewal term shall be different than the Base Monthly Rent and or Total Monthly Rent stated herein ("Lease Renewal Notice"). In the event that Resident fails to provide Landlord with written notice of termination of Lease within 10 days after the date shown on the Lease Renewal Notice, the total monthly rent for the renewal term shall be the amount set forth in the Lease Renewal Notice. Resident acknowledges and agrees that any written notice of termination delivered under this Section 3 will not take effect until the last day of the Initial Term or on the last day of any subsequent month-to-month term, as applicable. Therefore, Resident may not terminate this Agreement before the last day of the Initial Term or a subsequent month-to-month term, as applicable, regardless of how many days written notice is given by Resident to Landlord and any attempt to terminate the Lease prior to the last day of the Initial Term or month-to-month term, except as explicitly permitted by the terms of this Lease, shall be a breach of this Agreement by Resident and the Landlord shall have the right to avail itself the remedies set forth in Section 27 hereof.

4. Rent: Upon the signing of this Lease, Resident agrees to pay the prorated amount of rent calculated and listed in Paragraph 2 for the first partial month of the Initial Lease Term in addition to any unpaid administrative fees listed in Paragraph 12. Thereafter, Resident agrees to pay the Total Monthly Rent listed in Paragraph 2, said amount being the sum of the Base Monthly Rent plus any Additional Rents minus any Concessions and Discounts for the duration of the tenancy. The Total Monthly Rent is due and shall be paid without notice, demand, or deduction to the Landlord under the name stated in Paragraph 1 and must be received at the Landlord's address ON OR BEFORE the FIRST (1st) CALENDAR DAY of each month. Notwithstanding anything herein to the contrary, all Rent payments must be made via online payment or direct deposit online pursuant to the terms set forth in the Resident Guide. No cash payments or partial rent payments will be accepted by Landlord at any time.

5. Concession(s): If Resident has received a Concession, it will be so indicated and described in Paragraph 2 of this Lease. In consideration for Landlord entering into this Lease with Resident for the rental of the Apartment, and in consideration of Landlord's reasonable expectation that Resident will honor the full terms of this Lease, Resident agrees that a Concession in the amount(s) listed in Paragraph 2 has been granted to Resident as a reduction in the rental amount due during the lease term. Resident acknowledges and agrees that in the event Resident is in default of this Lease, all Concessions shall be considered as unpaid rent, due and payable immediately by Resident to Landlord. Should Resident fail to repay Landlord the value of said Concessions immediately upon Landlord's demand, Landlord may, in addition to the other remedies provided by law and equity and this Lease, file a civil claim against Resident for the value of all Concessions.

6. Late Payment/Fees: If Total Monthly Rent is not received by the Landlord on or before the fifth (5th) day of the month, the Resident agrees to the following:

- a. Resident shall without further notice or demand, pay to the Landlord the greater of **10.00 (\$10.00)** or ten percent (10%) of the Total Monthly Rent payment as listed in Paragraph 2.
- b. No personal checks will be accepted by Landlord after the fifth (5th) day of the month.
- c. Eviction will be filed against Resident and summary ejectment proceeding will commence if Resident fails to pay rent before the eleventh (11th) of the month.
- d. In the event that Resident causes Landlord to file for eviction, Resident agrees to pay all court costs and attorney fees associated with the action.
- e. In the event that Landlord files an eviction action against Resident, Resident agrees to pay a one hundred dollar (\$100.00) administrative fee to Landlord.
- f. **IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date, the Landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.**

7. Insufficient Funds: Processing Charge: In the event that Resident's payment is dishonored for any reason by the financial institution upon which it is drawn or the service provider processing such payment, including insufficient funds and closed account or any other reason, Resident agrees to pay Landlord a **\$35.00** processing fee or such lesser amount as is permitted by applicable law. This fee shall be due without demand and must be tendered together with the rent and any late fees due by Resident via online payment or other Landlord approved form of payment. If a payment by Resident is dishonored for any reason, Landlord reserves all remedies available to it pursuant to this Lease or applicable law.

8. Security Deposit: Resident agrees to tender to Landlord the security deposit required prior to taking possession of the Apartment. This sum shall be held in a trust as a security deposit at the financial institution listed in Paragraph 2. Landlord will hold this deposit for the period that Resident occupies the Apartment. After Resident has moved from the Apartment, Landlord will determine whether Resident is eligible for a refund of any or all of the deposit. The amount of the refund will be determined in accordance with S.C. Code Ann. § 27-40-410 and the following conditions and procedures:

- a. Resident agrees that the deposit is security for performance by Resident of the terms and conditions of this Lease, and may not be applied towards rent or other charges due while Resident remains in possession of the Apartment.
- b. If the Apartment is rented by more than one person, Residents agree that they are responsible for dividing any refund among themselves. Landlord may pay the refund to any Resident named in Paragraph 1 of this Lease and other Residents agree to hold Landlord harmless for such action.
- c. Upon sale or conveyance of the Apartment, Landlord may, at Landlord's sole discretion, transfer or assign the deposit to the new owner who then assumes the liability thereof upon transfer and Landlord's liability for the deposit shall terminate.
- d. IF THE SECURITY DEPOSIT IS DEPOSITED IN AN INTEREST BEARING ACCOUNT, RESIDENT AGREES THAT ANY INTEREST THAT ACCRUES SHALL BE FOR THE SOLE BENEFIT OF LANDLORD AND MAY BE WITHDRAWN BY LANDLORD AT ANY TIME.
- e. Landlord will refund Resident the amount of the security deposit LESS any amount needed to pay the cost of:
 - i. Unpaid rent.
 - ii. Damage to the Apartment in excess of normal wear and tear.
 - iii. Charges for late payments or returned checks.
 - iv. Cleaning the Apartment if not properly done by Resident.
 - v. Any unpaid bills that become a lien on the Apartment.
 - vi. Re-renting the Apartment after a breach by Resident.
 - vii. Any damages and or court costs incurred by Landlord as a result of a breach of this Lease by Resident.
 - viii. Any unpaid water and sewer services.
- f. Within thirty (30) days after Resident vacates the Apartment, Landlord shall return the balance of the security deposit with an itemization of any deductions to Resident's last known address. If Resident's address is unknown, Landlord will hold the balance of the security deposit for Resident's collection for a period of six (6) months or such other time period as specified by applicable law, after which any remaining balance shall escheat to the State of South Carolina. In the event that the security deposit remains unclaimed, Landlord shall be entitled to deduct a reasonable administrative fee as permitted by applicable law from the security deposit, deliver the remaining balance to the State Treasurer of South Carolina and at such time Landlord's liability for the return of the security deposit shall cease.

9. Utilities: Resident shall be responsible for the costs of all utilities. Upon commencement of Initial Term, Resident agrees that it is the sole responsibility of Resident to make arrangements to provide service and direct billing for all utilities including but not limited to: cable television, electricity, natural gas, if available, telephone, etc. Provided, however, Landlord agrees to sub-meter water and sewer utilities, as set forth below in Section 10. Landlord is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Apartment unless such loss or damage was the direct result of gross negligence by Landlord or its employees. Resident releases Landlord from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Apartment due to such outages, interruptions, or fluctuations.

10. Sub-Metering of Water/Sewer: For the above referenced Apartment, Resident agrees that Total Monthly Rent does not include the cost of water or waste-water services. Resident agrees to pay for all water and waste-water utility services provided to the Apartment. Further Resident agrees as follows:

- a. Water and sewer service to the Apartment will be paid solely by Resident, with the service provider billing Landlord directly for water provided to the Premises and Landlord (or its billing company) allocating to Resident its total water usage for the Apartment as determined by Landlord pursuant its sub-metering of the water.

- b. Landlord or its billing company will calculate Resident's allocated share of the utility services using current rates charged by the applicable utility service provider and in accordance with state and local laws. If allowed by state law, Landlord at its sole discretion may change the above methods of determining Resident's allocated share of the utility services, by written notice to Resident.
- c. Such charges for utilities shall be in addition to Monthly Rent, and the charges shall not exceed the total of (a) the amount charged by the applicable service provider allocable to the Apartment, plus (b) reasonable administrative charges, if any, representing the cost of billing and collection (such fees not to exceed maximum administrative fees allowed under applicable law).
- d. Resident must pay utility bills with its regular rent payment on or before the first day of each month at the place indicated on Resident's bill, or the payment will be deemed late subject to the applicable grace period in Paragraph 6. The late payment of a bill or failure to pay a utility bill is a material and substantial breach of the Lease and Landlord will exercise all remedies available under the Lease and applicable law.
- e. Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges on the Apartment. If Resident breaches the Lease, Resident will be responsible for the utility charges for the time period Resident was obligated to pay the charges under the Lease, subject to Landlord's mitigation of damages. In the event Resident fails to timely establish utility services, to the extent permitted by applicable law, Landlord may charge Resident for any utility services billed to Landlord for the Apartment and may charge a reasonable administration fee for billing for the utility service.
- f. At move-out or promptly thereafter, Resident will receive a final bill, which, if permitted by applicable law, may be estimated based on Resident's prior utility usage. Resident acknowledges and agrees that any and all unpaid amounts related to the utilities may be deducted from the Security Deposit pursuant to Section 8 of the Lease.
- g. Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of this Lease and may subject Resident to eviction or other remedies available to Landlord under this Lease, including without limitation immediately reimbursing Landlord for any related property damage and/or fees or penalties assessed by the applicable service provider.
- h. Resident hereby agrees that he should first contact the Landlord with questions Resident may have regarding Resident's bill or complaints about the service, and that in case of a dispute; Resident may contact the state utility commission regarding any such dispute.

Subject to applicable law, Landlord may change the above methods of determining Resident's allocated share of utilities, including but not limited to converting to a Ratio Utility Billing System (RUBS), in its sole discretion following delivery of written notice to Resident.

11. Administrative Fee: In addition to the payment of rent as set forth above, Resident shall pay to the Landlord an Administrative fee ("Administrative Fee") in the amount of \$ for the processing of Resident's Rental Application, preparation of the Apartment for occupancy by the Resident, and inspection of the Apartment upon Resident's vacating the Apartment, which Administrative Fee shall be due payable upon Resident's execution of this Lease. Resident hereby acknowledges that the amount of the Administrative Fee is reasonable and agrees that the Landlord shall not be required to refund the Administrative Fee in whole or in part at any time.

12. Rental Application: In the event Resident has submitted a rental application with this Lease ("Rental Application"), Resident acknowledges and agrees that the Landlord has relied upon the Rental Application as an inducement for entering into this Lease, and Resident warrants to Landlord that the facts stated in the Rental Application are true to the best of his knowledge. If any facts stated in the Rental Application prove to be false, Landlord shall have the right to immediately terminate this Lease and collect from Resident any damages, including reasonable attorney's fees, resulting therefrom.

13. Acceptance of Apartment: Resident acknowledges and agrees that Resident has inspected the Apartment, and agrees that the Apartment, the Premises, and any common areas used in connection with them are in a safe, fit, and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances furnished with the Apartment are in good and proper working order. Resident also acknowledges and agrees that no representation as to the condition or state of repair of the Apartment has been made.

14. Permitted Occupants: The Resident shall not allow or permit the Apartment to be occupied or used as a residence by any person other than himself/herself and the persons listed in Paragraph 1(c). Resident represents that all occupants that will be residing in the Apartment are accurately identified in the Lease. Resident agrees to promptly notify the Landlord of any changes in such number of occupants. Resident agrees that any breach of this Paragraph shall constitute a material breach of this Lease.

15. Maintenance and Other Obligations: Landlord shall maintain the Premises and common areas in a clean and sanitary condition, maintain equipment and appliances serving the Apartment, provide operable smoke detectors, and repair the same following written notice from Resident, and otherwise maintain the Apartment in a fit and habitable condition in accordance with applicable law. Landlord shall have a reasonable period of time following a written notice from Resident within which to complete repairs in accordance with this paragraph. In no event may Resident withhold rent from Landlord as a result of Landlord's failure to make repairs as provided herein. Resident shall, for the full duration of the tenancy created, comply with and abide by all of the following Maintenance and Other Obligations and any such future reasonable Maintenance and Other Obligations Landlord may adopt from time to time at its discretion:

- a. Keep the Apartment, including but not limited to all plumbing fixtures, facilities, and appliances, and any common areas and yards used by him in connection with the Apartment, in a clean, safe, sanitary, and presentable condition;
- b. Keep the interior of the Apartment in a neat, clean and sanitary condition;
- c. Comply with any and all obligations imposed upon Residents by applicable building and housing codes;
- d. Not litter the Premises and or common grounds and dispose of all ashes, rubbish, garbage, and other trash in a clean and safe manner and in the appropriate receptacles provided and comply with all applicable ordinances concerning garbage collection, waste, and other refuse;
- e. Keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and all grassy areas free from discards, clutter, unsightly items and other personal articles;
- f. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, sanitation and waste disposal systems and other equipment and appliances furnished as a part of the Apartment in a safe manner and only for the purposes for which they are intended;
- g. Not deliberately or negligently destroy, deface, damage, or remove any part of the Apartment (including but not limited to all facilities, appliances, and fixtures), nor do anything to disable smoke detectors, nor permit any person, known or unknown to the Resident, to do so;
- h. Be liable to Landlord for all damages to, defacement of, or removal of property from the Apartment, whatever the cause, except such damage, defacement, or removal caused by ordinary wear and tear, acts of the Landlord, Landlord's agent, or of third parties not invitees of the Resident, and natural forces;
- i. Promptly notify the Landlord in writing of the need for replacement of or repairs to a smoke detector and do nothing to disable the smoke detectors;
- j. Supply all electric light bulbs that should burn out during Resident's occupancy;
- k. Not discharge, display, or in any way use a firearm within the Premises;
- l. Do nothing that would cause, permit or otherwise allow or exacerbate any insect infestation (including bed bugs) in the Apartment and immediately notify Landlord in writing of any insect or bed bug infestation in the Apartment;
- m. Comply fully with any insect or bed bug treatment or eradication plan as presented by Landlord or a licensed pest control company, and in the event that Resident fails to grant Landlord or a pest control company access to the Apartment for pest inspection and treatment, or prepare the Apartment for treatment pursuant to Landlord's request or the requests of the pest control company, or permanently remove infested personal property from the Apartment per Landlord's request, Resident agrees and understands that Resident will be in default of this Lease and shall be liable for any damages or losses incurred by Landlord as a result;
- n. Not abandon or vacate the Apartment during the Initial Term or any renewals or extensions thereof. Resident agrees that any breach of this provision shall constitute a material breach of this Lease.

16. Rules and Regulations: The Resident, his family, servants, guests, Permitted Occupants, and agents shall comply with and abide by all of Landlord's existing rules and regulations, and such future reasonable Rules and Regulations as Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Apartment and any common areas used in connection with it (the "Rules and Regulations"), including without limitation the Resident Guide, the pool and clubhouse rules, and the gas grill policy. The following Rules and Regulations have been adopted by the Landlord in an effort to make it possible for each Resident to occupy their Apartment and to use any common areas furnished in connection with it in the safest and most enjoyable manner possible free from unreasonable interference or disturbance by other Residents. Each Resident is responsible for making certain that Resident's children and any other occupants of Resident's Apartment comply with these Rules and Regulations. As provided in the Lease, a failure to abide by the Rules and Regulations may result in a termination of the tenancy by the Landlord.

- a. Resident shall use the Apartment for residential purposes only and shall not use the Apartment or Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance.
- b. Resident, Permitted Occupants, Resident's guests and or invitees shall not make or permit noises that will disturb the rights or comfort of anyone, including any other Resident, permitted occupant, any employee or representative or contractor of Landlord or any other person that is lawfully on the Premises and Resident agrees that Landlord shall have the absolute right to enforce this Paragraph against Resident in Landlord's

- sole discretion, and in so doing, Resident understands and agrees that Resident may not under any circumstances, employ any of the terms of this Lease as a defense to Resident's default of this Paragraph.
- c. Resident agrees that the implied warranties of fitness and habitability and the concepts of peaceful, safe, and quiet enjoyment are objective (not subjective) concepts and, as such, Resident agrees that Landlord's duties are based on an objective and reasonable standard. Resident agrees that the concept of peaceful, safe and quiet enjoyment (as generally defined by applicable common law) is not a guarantee that the Apartment will be perfectly quiet, safe, or peaceful, and due to the inherent nature of multifamily living environments, Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances and the occasional entertainment of guests will penetrate walls, floors and ceilings, and as such, Resident agrees that Landlord cannot guarantee that Resident will have a completely quiet and serene living environment.
 - d. Resident shall not exhibit on the inside or outside of their Apartment home signage, advertisement, notice or other lettering;
 - e. Resident shall keep balconies, patios and entrance areas in a clean, neat, and orderly condition at all times. At no time shall the balcony, patio or entrance area be used for storage of any kind. Without limiting the generality of the foregoing, Resident shall not use balconies, patios, or entrance areas for the storage of garbage, laundry or other personal items at any time. Balcony railings must be kept free of all personal items, including but not limited to towels and banners. Indoor-outdoor carpeting shall not be used or installed on balconies or patios. Only furniture designed for outdoor use is permitted on balconies and patios, with the appearance of such furniture subject to Landlord's approval. No furniture is permitted within an entrance area. Combustible goods and materials, including but not limited to gas or charcoal grills, propane tanks, gas cans, charcoal, or other similar items, shall not be used or stored on balconies, patios, or entrance areas at any time.
 - f. No awnings, antennas, satellite dishes, screens, or fencing shall be attached to the outside walls or roof of the building; Satellite dishes may be allowed if installed in conformity with the Lease and the Resident Guide;
 - g. Keep all sidewalks, breezeways, entrances free from rubbish, bicycles, motorcycles, boxes, etc. Deposit all garbage or trash into the designated receptacles on the property;
 - h. All automobiles must have current license plates and be in operating condition. Moving trucks/vans are allowed on the premises for moving in or moving out purposes only. Eighteen-wheel vehicles or other type of large trucks are not allowed on the property unless moving in or moving out. Boats, trailers, and recreational vehicles are permitted only with permission of the Landlord. Vehicles parked in front of any trash receptacles may be towed at the owner's expense at any time;
 - i. Car washing or performing maintenance to vehicles is strictly prohibited, unless Landlord has specifically designated an area on the Premises. With the exception of a designated automobile washing facility use of outside water faucets is prohibited;
 - j. All service requests must be made through the Landlord. After hours emergency calls are considered to be the following: loss of heat, loss of refrigeration, breach of security, loss of water or sewer back-up;
 - k. The Landlord shall retain a key to the Apartment for emergency reasons only. If a Resident should lock himself out of Resident's Apartment after office hours, Resident must regain entry with the use of a licensed locksmith at Resident's own expense. The Landlord does not handle Residents locked out of their Apartment after office hours;
 - l. Resident, Permitted Occupants and guests shall not use any cooking grills in the breezeways or store a gas tank anywhere in the Resident's Apartment. Grills may be used on the Premises only if they are a minimum of twenty (20) feet from the building and any flammable materials such as pine straw or bank mulch.
 - m. Resident shall adhere to all posted guidelines and rules pertaining to the swimming pool on the premises. There is NO LIFEGUARD ON DUTY at the pool. Resident agrees to indemnify Landlord against any claims arising out of Resident's use of the pool or surrounding common areas. Pool passes are required to enter the pool area (if applicable to your community) and Resident may only make use of the pool and surrounding common area during certain times of the year as permitted by Landlord. When the pool and surrounding common area are open, Resident may only enter the pool area from the hours of 10:00 a.m. until 10:00 p.m. The following are strictly prohibited in the pool area: glass containers, food, running and or horseplay, pets, children in diapers and persons with open wounds or communicable diseases or illnesses. Children under the age of fourteen (14) are prohibited from entering the pool area unless accompanied by a parent or legal guardian. Unless approved by the Landlord, Resident is permitted only two (2) guests in the pool area. Resident must accompany guest in pool area. Resident is prohibited from sitting on or removing the deep water divider rope in the pool. Resident agrees that any breach of this Paragraph constitutes a material breach of this Lease and Resident may, among other remedies, be banned from the swimming pool. Resident agrees that Landlord may modify these guidelines;
 - n. Resident agrees to refrain from any activities other than tennis on the tennis courts. Resident is limited to only three (3) guests on the tennis courts at any time unless otherwise approved by Landlord. Glass containers are forbidden on tennis courts. Resident agrees to limit play on the tennis courts to one (1) hour when others are waiting;

- o. Neither Landlord, its agents or representatives, shall be responsible for Resident's safekeeping, welfare, the welfare of Resident's children, guests, Permitted Occupants and or invitees or Resident's personal property during Resident's tenancy;
- p. Only one car is allowed through the access gate at a time. Resident agrees that tailgating is not allowed when accessing the entrance gate. Resident further agrees that Landlord will not be held liable for damage done to any of Resident's personal property as a result of Resident's misuse of the access gate. Landlord is responsible for contacting local authorities for access to the Premises through the access gate at all times. All emergency service vehicles are issued access through the gate as needed. Resident acknowledges that at times the access gate may not properly function and Resident agrees that Landlord will not be held liable for any claims resulting from an improperly functioning access gate;
- q. Landlord reserves the right to assess fines for violations of any of the Rules and Regulations;
- r. Resident, Permitted Occupants, guests and invitees shall make no use whatsoever of the ponds or water reservoirs located on or adjacent to Landlord's property for any recreational activities including, but not limited to, swimming, boating and fishing. Resident further agrees to observe and remain outside of any designated environmental buffer zone extending from the applicable pond's shoreline to a distance of one-hundred (100) feet around the entire circumference of the pond.

17. Eviction for Objectionable Conduct: In the event the Landlord shall at any time deem the occupancy of the Resident undesirable by reason of the Resident's objectionable or improper conduct, or the objectionable or improper conduct of the Resident's family, employees, or invitees, which conduct annoys or disturbs other residents anywhere in the Apartment Complex or the Landlord's representatives, agents, and employees, Landlord shall have the right, in addition to all other rights and remedies provided by law, to eject Resident from the Apartment pursuant to the provisions set forth in S.C Code Ann. § 27-40-710. Resident agrees that Landlord shall have the absolute right to enforce this Paragraph against Resident in Landlord's sole discretion, and in so doing, Resident understands and agrees that Resident may not under any circumstances, employ any of the terms of this Lease as a defense to Resident's default of this Paragraph. For the purposes of this Paragraph, such objectionable and or improper conduct shall include, but is not limited to:

- a. Verbal or physical abuse,
- b. Cursing and any other vulgar or offensive language,
- c. Actual or Implied threats,
- d. Any form of intimidation, whether physical or verbal, or
- e. Refusing to leave either the management office or any common area facility/amenity immediately upon Landlord's request.

18. Pets: No animals or pets of any kind shall be permitted in the Apartment at any time without the express, written consent of Landlord, which consent for a domesticated dog, cat, service animal or assistance animal must be documented in Table 18(a) and in a Pet Addendum. Landlord reserves the right to exercise sole discretion over the allowance of pets. Resident further agrees that even if Landlord permits a pet or other animal in the Apartment, the pet or animal must be removed from the Apartment if, in Landlord's sole discretion, it is determined that the pet or animal is in violation of the Pet Addendum or any other applicable law. Should unauthorized pets be discovered in the Apartment, Resident shall be responsible for the immediate payment to Landlord of any and all pet fees normally due to Landlord under the terms of this Agreement. For the purposes of assessing the amount of said pet fees, Resident agrees that such amount shall be calculated as though the unauthorized pets were present on the Premises on the first day of the Initial Term. Upon payment of the Non-Refundable Pet Fee, if applicable, and execution of the Pet Addendum, the following pet(s), service animal(s), or assistance animal(s) shall be permitted:

a. **Table 18(a):**

Pet Type:	(1):	(2):
Name:	(1):	(2):
Breed:	(1):	(2):
Color:	(1):	(2):
Sex:	(1):	(2):
Weight:	(1):	(2):
Service/Support animal:	(1): No	(2): No

If Table 18(a) is left blank, Resident may not keep any pets or animals in or about the Apartment or the Premises under any circumstances, except for those allowed by the Resident Guide without a Pet Addendum. If, after the commencement of the Initial Term or after the execution of this Lease, Resident desires to add a pet(s), Landlord must expressly approve in writing, as indicated in a Pet Addendum that shall be attached to this Lease, prior to Resident bringing the pet(s) on the Premises. Resident acknowledges and agrees that the amount paid to Landlord in connection with the Non-Refundable Pet Fee is reasonable, and Resident agrees that Landlord shall not be required to refund the Non-Refundable Pet Fee in whole or in part. Any pet fee as set forth above shall be due and payable upon Resident's execution of this Lease or a Pet

Addendum if the pet is desired following execution of this Lease. In addition, the Resident agrees to reimburse the Landlord for any primary or secondary damages caused by such pet(s) or animal(s), whether the damage is to the Apartment or to any common areas used in conjunction with them, and to indemnify the Landlord from any liability to third parties which may result from the Resident's keeping of such pet(s). Violation of this paragraph or of the Pet Addendum is a material breach of the Lease.

19. Guaranty of the Lease: If any Guarantor(s) are defined, above, then a Guaranty of the Lease must be executed by each identified Guarantor. Failure of Resident to obtain and keep in effect such Guaranty of the Lease(s) during the term, as extended or renewed, in accordance with this paragraph constitutes a material breach of the Lease.

20. Package Acceptance Release: By signing this Lease, Resident permits and authorizes the associates and representatives of Landlord to sign and accept any parcels or letters that may be sent to Resident, whether or not anticipated, through UPS, Federal Express, Airborne, United States Postal Service, or the like. Resident agrees that Landlord does not accept responsibility or liability for any lost, damaged, or unordered deliveries. Resident agrees this service is provided to Resident voluntarily by Landlord and hereby releases Landlord and its agents and representatives from any liability or damages whatsoever, including, but not limited to, fire, acts of God, or theft connected with signing for, receiving and holding parcels, packages, or other mail from any delivery service. Either party may cancel this package acceptance release clause at any time by written notice.

21. Satellite Dish: Resident agrees to abide by Landlord's written rules and regulations in the Lease and the Resident Guide, as may be amended from time to time, regarding installation of satellite dishes and which contain Landlord's reasonable restrictions on the installation of satellite dishes designed to ensure safety and prevent damage to the property Premises. Resident agrees to notify Landlord in writing ten (10) days prior to the date Resident wishes to install a satellite dish. Resident agrees that Landlord will instruct Resident how and where to install the satellite dish and that it is not the responsibility of Landlord to provide any materials required for installation. Landlord may limit the placement of dishes to certain areas including but not limited to balconies and patios. Resident is strictly prohibited from drilling any holes in the roof or any exterior wall or through the balcony railings or any windowsills and Resident acknowledges and agrees that such drilling is unsafe and causes excessive property damage. Resident agrees to remain solely liable for maintaining Resident's satellite dish and or antenna and all related equipment. Resident further agrees to remove the satellite dish and or antenna and all other related equipment upon expiration of this Lease or any renewals hereof. Resident shall pay for any damages and or repairs necessary to restore the Apartment to its condition prior to the installation of Resident's satellite dish, antenna and all related equipment. Landlord, at Landlord's sole discretion, reserves the right to demand removal of Resident's satellite dish at any time during the Lease Term or any renewal hereof. Additionally, Resident acknowledges and agrees that, prior to beginning any installation of a satellite dish:

- a. Resident must obtain written permission from Landlord to install a satellite dish;
- b. Resident shall pay in full a One Hundred and Fifty Dollar (\$150.00) security deposit to Landlord;
- c. Resident may be required to deliver to Landlord proof of insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00);
- d. Only install one satellite dish or receiving antenna on the Premises;
- e. Satellite dish must not exceed one meter (3.3 feet) in diameter;
- f. Any antennas installed may receive but not transmit signals;
- g. Due to the placement limitations enumerated above and Apartment location, reception may not be possible; and
- h. Resident shall comply with and follow all Federal Communications Commission guidelines and regulations.

If Landlord permits Resident to install a satellite, Resident agrees that the satellite installation must:

- a. Comply with reasonable safety standards;
- b. Must not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties;
- c. Must not be connected to telecommunication systems;
- d. Must not be connected to Landlord's electrical system, except by plugging into a 110-volt duplex receptacle; and
- e. Must not damage or alter the Apartment.

If the satellite dish or antenna is placed in a permitted outdoor area, it must be safely secured by one of these methods:

- a. Securely attaching it to a portable, heavy object such as a small slab of concrete; or
- b. Clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing);
- c. Or any other method approved by Landlord.

If Resident's satellite dish is located in a permissible outdoor area, the signals received by it may be transmitted to the interior of the Apartment only by the following methods:

- a. Running a coaxial cable under the door jam or windowsill in a manner that does not physically alter or damage the Apartment and does not interfere with the proper operation of the door or window;
- b. Running a coaxial cable through a pre-existing hole in the wall;
- c. Wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment;
- d. Or any other method approved by Landlord.

22. Alterations: Resident shall not make any alterations, additions, or improvements in or to the Apartment or paint or decorate (including but not limited to the hanging of plants, pictures, mirrors, etc. from the ceilings or walls) the Apartment without Landlord's prior written consent, and then, only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such a manner as the Landlord may approve. All alterations, additions, and improvements to the Apartment whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Apartment at the end of the tenancy hereby created. In no event shall any mirrors or pictures be hung on any Apartment walls, except by the use of nail type hangers. Gummed and tape hangers shall not be used on the walls for any purpose.

23. Keys and Locks/Access Gate: Resident agrees not to install additional or different locks or gates on any doors or windows of the Apartment, except as agreed to and approved by Landlord in writing. When this Lease ends or Resident otherwise vacates the Apartment, the Resident agrees to return all Apartment keys, mailbox key, access cards or any other cards to Landlord. Resident agrees that Resident is the recipient of (number of access cards) Access Cards. If all keys are not returned to Landlord at the end of the tenancy or upon Resident vacating the Apartment, Resident agrees to pay a fee of) for each lock change. If Resident fails to return any card issued to Resident by Landlord, Resident will be assessed a charge of per card. The Resident acknowledges and agrees that the use of the access gate is subject to the Rules and Regulations.

23. Assignment: Resident shall not assign this Lease or sublet the Apartment in whole or in part without first obtaining the Landlord's prior written consent. Landlord may sell and/or convey the Apartments to a third-party, in which event Landlord shall be released from all liability hereunder, and Resident's sole remedy shall be against Landlord's successor.

24. Common Areas: Resident acknowledges and agrees that the use of the common areas (including but not limited to any swimming pool, parking areas, roadways, front entrances, and walkways) are subject to the Rules and Regulations, Maintenance and Other Obligations, and any subsequent amendments thereto. Resident further agrees that Landlord may close or eliminate any common area or amenity at any time, and that Resident would not be entitled to any rent reduction or abatement.

25. Automobile Restrictions: Resident shall not park in restricted areas or permit Resident's family, employees, or Resident will, at Resident's expense, remove such vehicles immediately upon the request of Landlord or its agents. Resident shall not store or allow Resident's family, invitees, or agents to store any motor vehicles upon the Premises, unless prior written permission is obtained from Landlord. Additionally, Landlord reserves the right to control parking in any manner it deems necessary in its sole discretion, and Resident agrees to adhere to any automobile restrictions established by Landlord, including but not limited to, the following:

- a. Motor vehicles shall be parked so as not to obstruct spaces for other motor vehicles, driveways, or sidewalks, garages, trash receptacles, trash compactors, access gates, or emergency access gates.
- b. All motor vehicles must be kept in proper operating condition so as not to be hazard or a nuisance by reason of noise, emissions, appearance, or otherwise. Any motor vehicle not visibly displaying current license plate registration and vehicle inspection decals will be deemed by the Landlord to be in improper operating condition pursuant to this provision.
- c. No vehicle repairs or maintenance shall be conducted on the property or common areas.
- d. Drainage of any automotive fluids on the property or common areas is strictly prohibited.
- e. Parking areas are for the use of cars and light trucks only. No other vehicles, including motorcycles, boats, trailers, and RV's, may be parked within the Premises without the prior written consent of Landlord.
- f. Handicap parking spaces and the loading area adjacent to them are for vehicles displaying proper handicap license plates or proper handicap permits.
- g. Motorcycles are to be parked in such a manner as to not impede other vehicles; they are only to be parked in the parking lot. There must be a barrier between the kickstand and the pavement as to not destroy the asphalt, preferably a four by four-inch (4" X 4") piece of wood.
- h. Resident agrees to direct guests to park in designated overflow areas when needed.
- i. Portable storage containers are only allowed on the property in the following circumstances: portable storage containers are only permitted in the designated overflow area; they may only occupy one parking space;

Resident is only permitted to keep the portable storage unit on the Premises for forty-eight (48) hours. Resident further acknowledges and agrees that Resident shall be solely responsible for the costs of any and all damage done to the Premises as a result of Resident's use of portable storage containers on the Premises.

- j. Should any of the above rules be violated, Landlord at its sole discretion may have the offending vehicle towed at the owner's expense. Resident agrees that the use of the parking area is subject to the Rules and Regulations, and any subsequent amendments thereto.

26. Vacating Notice: Resident shall give written notice to the Landlord of his or her intent to vacate the Apartment and such notice shall state the date that Resident will move out and Resident's forwarding address (the "Vacating Notice"). Resident's Vacating Notice must be given at least (a) sixty (60) days prior to vacating the Apartment during the Initial Term, or (b) thirty (30) days prior to vacating the Apartment during any month-to-month tenancy. The Vacating Notice shall become effective upon written acceptance by the Landlord. Resident shall allow the Apartment to be shown by the Landlord to prospective Residents during any reasonable hour after the Vacating Notice is accepted. Resident agrees that if Resident vacates or terminates the tenancy prior to the expiration date of the Initial Term (or any renewal thereof), Resident shall be liable to Landlord for the Total Monthly Rent that accrues through the date of whichever one of the following events occurs first: (i) the date Landlord receives a rental payment from a subsequent tenant that enters into a separate written lease with Landlord for the Apartment, or (ii) the end of the end of the Initial Term (or any renewal term thereof).

If, after the expiration of the Initial Term or any renewal term, Resident moves without giving the written notice as provided herein, Resident shall pay the Landlord rent prorated to cover any period up to sixty (60) days (or thirty (30) days during a month-to-month tenancy) during which the Apartment remains vacant; provided, however, that if Landlord re-rents the Apartment prior to the expiration of the sixty (60) day period (or thirty (30) day period during a month-to-month tenancy), Resident shall be entitled to a refund of the portion of such rents as may be unused.

27. Resident's Default: Any default by Resident in the performance of any of the promises, duties or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this Lease giving Landlord, in addition to all other rights and remedies provided by law, the right, without notice or demand, and at the option of Landlord, to do any one or more of the following acts:

- a. To terminate this Lease;
- b. To re-enter, without liability to anyone for trespass or otherwise, and re-rent the Apartment, with or without terminating this Lease; and
- c. To collect from the Resident any damages resulting from the default, including, but not limited to, any costs of re-renting the Apartment, the difference, if any, between the rent provided for in this Lease and the rent at which the Apartment is re-rented, and any reasonable attorney's fees incurred as a result of the default. Upon any re-entry pursuant to this paragraph, Landlord may, without liability to anyone, remove any personal property located in or about the Apartment, whether belonging to Resident or otherwise, and dispose of the personal property as Landlord deems proper, or store such property at Resident's expense. Landlord is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the Apartment or to satisfy any delinquent rental or other obligation due to Landlord from Resident.

28. Access by Landlord: Landlord reserves the right to enter the Apartment at all reasonable times for the purposes of inspecting the Apartment and Resident's compliance with the terms of this Lease, or to make such repairs and alterations as the Landlord may deem appropriate, or to show the Apartment to prospective Residents, purchasers, or mortgagees and for any other reasonable purpose. Landlord reserves the right to enter the Apartment, with or without notice to Resident, at any time deemed necessary in Landlord's sole discretion to protect life or prevent damage to the Apartment including by way of example, but not limited to, turning on utilities at Resident's expense during periods of cold weather to protect pipes.

29. Liability of Landlord: Landlord shall not be liable to Resident, Resident's family, employees, and invitees for any injury or damage to persons or property caused by or resulting from dampness, overflow, or leakage upon or into the Apartment or the Premises of which it is a part, of water, rain, snow, ice, sewage, plumbing, plumbing fixtures, air conditioners, swimming pool fixtures, or appliances, or leakage, breakage, or obstruction of pipes. Landlord shall not be liable to Resident, Resident's family, employees, or invitees for any injury or damage from any other cause unless any such injury or damage shall be the result of willful misconduct of Landlord, and Resident shall give prompt notice to Landlord of any of the foregoing occurrences, however caused. Landlord shall not be liable for any loss or damage to personal property or personal injury to Resident, Resident's family, employees, or invitees resulting from Landlord's failure to enforce the covenants, conditions, or provisions of leases of other Residents or regulations pertinent hereto.

30. Interruption of Services: No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from repairs or improvements made to any portion of the Apartment or the Premises of which it is a part, including, without limitation, the apartment building, appliances, swimming pool, parking lot and other common areas, nor for any space taken to comply with any law, or ordinance, or order of governmental authority. In respect to the various "services" herein expressly or impliedly agreed to be furnished by Landlord to Resident, it is agreed that there shall be no diminution or abatement of the rent or any other compensation for interruption or curtailment of any such "service" when such interruption or curtailment shall be due to accidents, alterations, or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, unless such interruption or curtailment shall have been caused by negligence on the part of the Landlord, and shall continue beyond a reasonable time following due notice to Landlord of the existence of such curtailment or interruption. Landlord shall not be required to furnish, and Residents shall not be entitled to receive, any such "service" during any period wherein Residents shall be in default in respect to payment of rent.

31. Landlord's Default, Limitation of Remedies, and Damages: No default by Landlord in the performance of any of the promises or obligations herein agreed to by Resident or imposed upon Resident by law shall constitute a material breach of this Lease and Resident shall have no right to terminate this Lease of any such default or to suspend Resident's performance hereunder until Resident notifies Landlord in writing of the alleged default and affords Landlord a sufficient time (not less than fourteen (14) days after notification) within which to cure the default. Except as otherwise expressly provided by law, in no event shall any defective condition of or failure to repair, maintain, or provide any common area, fixture, or facility used in connection with the common area, fixture, or facility used in connection with the Apartment, including, but not limited to, parking lots, swimming pools, club houses, and tennis courts, constitute a material breach of this Lease, and Resident shall have no right to terminate this Lease or to suspend Resident's performance hereunder. In any legal action instituted by Resident against the Landlord, whether for partial or material breach or breaches of this Lease or any obligation imposed by law upon the Landlord, Resident's damages shall be limited to the difference, if any between the rent reserved in this Lease and the reasonable rental value of the Apartment, taking into account Landlord's breach, and in no event shall Resident collect any consequential or secondary damages resulting from the breach, including, but not limited to, the following items: injury to or destruction of furniture or other personal property located in or about the Apartment, moving expenses, storage expenses, alternative interim housing expenses and expenses of locating and procuring alternative housing.

- 32. Resident's Duties upon Termination:** Upon any termination of the tenancy created hereby, whether by the Landlord or Resident, and whether for breach or otherwise, the Resident shall:
- a. Pay all utility bills due for services to the Apartment for which Resident is responsible and have all utility services disconnected;
 - b. Vacate the Apartment, removing therefrom all personal property of whatever nature. Any personal property left in the Apartment by Resident after Resident vacates shall be disposed of by Landlord in accordance with this Lease and applicable law.
 - c. Properly sweep and clean and sanitize the Apartment, including all floor surfaces, plumbing fixtures, refrigerators, stoves, and sinks, removing therefrom all rubbish, trash, and refuse; if the Resident fails to sweep out and clean the Apartment, appliances, and fixtures as herein provided, Resident shall become liable, without notice or demand, to the Landlord for all costs incurred by Landlord in causing the Apartment to be cleaned on behalf of Resident;
 - d. Make such repairs and perform such other acts as are necessary to return the Apartment, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear excepted;
 - e. Fasten and lock all doors and windows; and
 - f. Return to Landlord all keys and access cards to the Apartment.

If the Resident fails to sweep out and clean the Apartment, appliances, and fixtures as herein provided, he shall become liable, without notice or demand, to the Landlord for all costs incurred by Landlord in causing the Apartment to be cleaned on behalf of the Resident.

33. Eminent Domain and Casualties: Landlord shall have the option to terminate this Lease if the Apartment or any part of it or of the Premises of which it is a part is condemned or sold in lieu of condemnation or is damaged by fire or other casualty.

34. Security: Landlord, its agents and employees do not make any warranties, guarantees, or representation regarding the security of the Apartment, the Premises, or common areas. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident agrees that Resident, Permitted Occupants, Resident's guests, family members and invitees are exclusively responsible for protecting themselves, the Apartment and guests from crime, fire, and other

danger. Resident releases Landlord and its agents and employees from any and all liability for the criminal or intentional acts of others and agrees that Landlord has made no representations regarding the safety of the Apartment, the Premises, or common areas.

35. Notice: Any notices or payments required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

- a. Resident: At the address of the Apartment set forth on page 1 of this Lease.
- b. Landlord: 3825 Ladson Rd, Ladson, SC 29456-4487.

36. Insurance; Resident's Insurance of Personal Property: Resident acknowledges and agrees that, (a) except for the Resident's contents reimbursement included in the Master Policy (as described below) Landlord is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property; (b) Landlord's insurance policies, including but not limited to the Master Policy, may contain deductibles and if a loss is caused by Resident or Resident's household, family, guest or invitee, Resident will be liable for the deductible amount of Landlord's policy; and (c) Landlord has advised Resident to purchase additional insurance covering Resident's personal property.

Landlord may, but is not required to, maintain a property "Master Policy", separate and distinct from Landlord's general liability policy, which shall insure against damage to Landlord's property arising from the perils of: fire, smoke, explosion, backup or overflow of sewer, drain or sump, sprinkler leakage, falling objects (including but not limited to satellite dishes), freezing of plumbing heating or air conditioning, discharge or overflow from appliances, and weight of Resident contents or such other perils as are set forth in the Master Policy. So long as Landlord purchases the Master Policy, Landlord will provide contents reimbursement to Resident under the same terms as the Master Policy covers Landlord for reimbursement of Resident personal property losses for which Landlord agrees to provide ("Contents Reimbursement") up to the specified limit against damages arising from named perils only and subject to the terms of the policy. Resident is responsible for any liabilities in the event of an on-premises personal liability claim against Resident. Resident is not an additional insured under the Master Policy or any other insurance policy of Landlord, including but not limited to, Landlord's general liability and umbrella insurance policies. Resident acknowledges and agrees that, (w) Landlord has advised Resident to purchase additional renters insurance providing for coverage of Resident's personal property in excess of the Master Policy's Contents Reimbursement amount and Resident's liability for on-premises personal liability claims; (x) Resident is responsible for paying any deductibles related to claims on the Master Policy for losses of Resident's personal property, regardless of the cause of such liability, and (y) Resident shall look renter's insurance purchased by Resident) for any loss or damage in excess of contents reimbursement.

Upon 30 days' notice, Landlord may require Resident to furnish Landlord with an insurance certificate that lists the Resident as having obtained renter's insurance with a minimum Liability coverage to Landlord in the amount of \$100,000 and to protect against any and all loss of Resident's personal property located or stored in the Apartment, or upon any premises used in connection therewith, Such renter's insurance shall be in an amount equal to the replacement value of the property so insured, and shall be placed in such companies as are selected by the Resident that maintain a minimum insurance rating of "A". Resident shall look to and solely rely upon such insurance for any loss or damage. Regardless of whether the Resident secures such insurance, the Landlord and Landlord's agents shall not be liable for any damage to, or destruction or loss of, any of the Resident's personal property located or stored in the Apartment or upon any premises used in connection therewith, regardless of the cause or causes of such damage, destruction, or loss. Failure of the Resident to maintain such insurance during the Initial Term or any renewal term shall constitute a default hereunder and constitute grounds for Landlord's eviction of the Resident.

37. Release and Indemnity Provisions: Resident agrees to release and indemnify Landlord and Landlord's agents from and against liability for injury to Resident, Permitted Occupants, Resident's guest, family members or invitees resulting from any cause whatsoever except only such personal injury caused by the negligent acts of Landlord or Landlord's agents. In addition, Resident agrees to hold Landlord harmless and to indemnify Landlord from all fines, penalties, and costs for violations or noncompliance by Resident with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. Whenever damage is caused by carelessness, misuse, abuse, or neglect on the part of Resident, Resident's family, guests or invitees, Resident agrees to pay:

- a. The cost of all repairs, which cost will be paid within thirty (30) days after receipt of Landlord's written notice to Resident that such charges have been incurred; and
- b. The Total Monthly Rent for the period the Apartment is damaged, whether or not the Apartment is habitable.

38. Subordination: This Lease is subject to all present or future liens, ground or underlying leases, mortgages, deeds of trust, security agreements, or any other such liens or security interests affecting the Apartment. Resident hereby appoints Landlord as Attorney-in-Fact to execute and deliver any and all necessary documents to evidence such subordination.

39. Severability: In the event that any provision of this Lease is deemed by any court of competent jurisdiction to be unenforceable, void, invalid, or otherwise not binding for any reason, the offending provision shall be severed, and other provisions of this Lease shall remain in full force and effect.

40. Non-Waiver: The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's rights hereinafter to enforce any such terms, covenants, agreement, or conditions, but the same shall continue in full force and effect. Landlord's acceptance of any monthly rental payment after the due date shall not constitute a waiver of its rights to receive future rent payments on the due date.

41. Remedies: All remedies under this Lease or allowed by law or equity shall be cumulative. If a suit for any breach of this Lease establishes a breach by Resident or other occupants of the Apartment, or if the Resident brings an unsuccessful action against Landlord, Resident shall pay to Landlord all costs associated with such action, including court costs and attorney's fees.

42. Arbitration: With the exception of a claim by Landlord for recovery of possession of the Apartment, all claims, demands, disputes, actions for damages, or other causes of action, whether in contract, tort, statutory, or other law, ("Disputes") that in any way (i) arise out of and relate to this Lease, or (ii) arise out of and relate to the relationship of the Landlord and Resident created by this Lease, including without limitation any Disputes that arise out of and relate to any Permitted Occupant or other person claiming on behalf of or through the Resident, will be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and will be enforceable pursuant to the Federal Arbitration Act. To the extent the laws of any state, including the law of the State of South Carolina, conflict with the enforcement of this arbitration provision, the Federal Arbitration Act will control. Each party will bear its own costs and attorney's fees relating to such arbitration proceeding. All Disputes must be arbitrated in accordance with this provision, except that any claim by Landlord for recovery of possession of the Apartment will not be resolved through arbitration, but instead will be resolved in the judicial system through summary ejection and other relevant governing procedure. Landlord, Resident, and all other parties claiming hereunder agree that each may only bring claims against the other(s) in their individual capacity and not as a plaintiff or class member in any purported class or representative action. Class action lawsuits, class-wide arbitration, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are hereby waived and not allowed under this Lease, nor is combining individual proceedings without the consent of all parties.

Landlord Initials **VH** 8/30/2022 Resident Initials: **T7** 7/8/2022 **S7** 8/23/2022

43. Construction of Lease: Landlord and Resident agree that the terms of the Lease shall be interpreted in the manner, which most effectuates the intent expressed herein. The following rules of construction shall be applied:

- a. Handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them;
- b. This Lease shall not be strictly construed against either the Landlord or Resident;
- c. Paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this Lease; and
- d. Words in the singular shall include the plural, and the masculine shall include the feminine and neutral genders, as appropriate.

44. Amendment of Laws: In the event that, subsequent to the execution of this Lease, any state statute regulating or affecting any duty or obligation imposed upon Landlord pursuant to the Lease is enacted, amended, or repealed, Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the provision of this Lease or of the statutes in effect when this Lease was executed.

45. Mold and Mildew: For both the maintenance of the Apartment and for the health and well-being of Resident, Permitted Occupants, Resident's family, guests or invitees, Resident acknowledges and agrees to use Resident's best efforts to prevent any conditions in the Apartment, such as excessive moisture that could create an environment conducive to mold growth. It is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to and prevent and, if necessary, remediate mold and mildew from accumulating in the Apartment. Accordingly, Resident agrees to:

- a. Clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent: run the bathroom fan to remove moisture when showering.
- b. Promptly report to Landlord, in writing, any actual or potential mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential mold problem constitutes

- a material breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.
- c. Immediately notify Landlord of any evidence of a water leak or excessive moisture or standing water inside the Apartment.
- d. Immediately notify Landlord, in writing, of the presence of mold, mildew, or similar growth in the Apartment that persists after Resident has attempted to remove it through the application of common household cleaning solutions or anti-microbial products.
- e. Immediately notify Landlord of any malfunction of any part of the heating, ventilation, or air conditioning.
- f. Immediately notify Landlord of any inoperable doors or windows in the Apartment; and Resident agrees that Resident shall be solely responsible for damages caused to the Apartment and to personal property present on the premises as well as any injuries or adverse medical condition suffered by Resident or Resident's occupants, family, guests or invitees resulting from Resident's failure to comply with the terms of this Paragraph.
- g. In the event mold and mildew conditions develop, Resident agrees to remedy such conditions. Landlord is not responsible for the consequences of any Resident conduct that leads to or exacerbates mold growth, and Resident shall indemnify and hold Landlord harmless from any such conduct of Resident.
- h. In the event Landlord provides notice to Resident of Landlord's intention to remediate mold in the Apartment, resident will provide immediate access to the Apartment to permit Landlord to remediate any problem. In the event that Landlord determines, in its sole discretion, that Resident should vacate the Apartment during remediation, Resident will relocate, at Landlord's expense, to another apartment within the community for the period of time necessary to complete such remediation. In the event no other unit within the community is available for such relocation, as determined by Landlord in its sole discretion, Landlord shall provide Resident at Landlord's sole discretions either: (i) relocation at Landlord's expense to another nearby community owned or operated by Landlord or its affiliate, or (ii) termination of the Lease without penalty for such termination and without any financial obligation beyond the date of such termination. Resident's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a material breach and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold. Landlord may terminate the Lease and or evict Resident immediately upon Resident's breach of any provision of this Paragraph, and Landlord may exercise anyone or more of any other remedy available to Landlord under the terms of the Lease for a breach hereof or at laws or in equity.
- i. If Resident has made a good-faith written report to Landlord of an actual mold problem in the Apartment, and Landlord has not begun efforts to remediate the mold problem within a reasonable period of time as determined by Landlord, in accordance with applicable law, then and only then, the Resident may terminate the Lease following receipt of Landlord's written consent without penalty for such termination and without any financial obligation beyond the date of such termination.
- j. Nothing herein this Paragraph shall release Resident from any obligations or claims related to delinquent and/or past due rent and/or other fees or charges or other amounts due and owing including but not limited to rent and utility or other similar fees prorated to the date of such termination.

46. Entire Agreement: This Lease, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

47. Lease Renewal: Resident acknowledges and agrees that All Lease Holders and Permitted Occupants are required to submit to a background check upon request for renewal. This will require all Lease Holders and Permitted Occupants to authorize Landlord to conduct a background check and to resubmit their driver's license or other validly issued ID to the Leasing Office as part of the renewal process.

[Signature page follows]

IN WITNESS WHEREOF, this Lease is signed in two counterparts this 08/23/2022 day of 08/23/2022 with a signed counterpart being retained by the Landlord and by Resident.

HEAD OF HOUSEHOLD
tina ferrier
SIGNED 7/8/2022 AT 12:46PM EDT
7/8/2022
Resident Date

ADULT CO-HEAD OF HOUSEHOLD
said ferrier
SIGNED 8/23/2022 AT 5:18PM EDT
8/23/2022
Resident Date

Resident Date

Resident Date

Resident Date

Resident Date
E.O.C. SIGNER
Victoria Hartshorn
SIGNED 8/30/2022 AT 2:16PM EDT
8/30/2022

Landlord: Date
Authorized Agent of RE Carroll Management Company

RECEIVED

Apr 02 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Case No.: 2024-CP-10-05318

Tina Ferrier,

Respondent,

v.

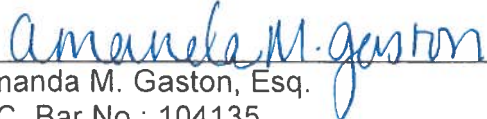
Harborstone, LLC d/b/a
Harborstone Apartments

Appellant.

NOTICE OF APPEAL

Pursuant to Rule 203, SCACR, Harborstone, LLC hereby timely appeals the Order of the Court denying Appellant's Motion to Dismiss and/or Compel Arbitration. The Order was issued on February 26, 2025, with Appellant receiving notice of entry on that same day. Appellant filed a Motion to Reconsider, which the Court denied on March 25, 2025.

CLAWSON and STAUBES, LLC


Amanda M. Gaston, Esq.
S.C. Bar No.: 104135
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
(843) 577-2026
agaston@cslaw.com
Attorney for Appellant

April 2, 2025

Other Counsel of Record:

D. Scott Drescher, Esq.
2236 Ashley Crossing Dr.
Charleston, SC 29414
843-571-2525
sdrescher@bosticlaw.com
Attorney for Respondent

RECEIVED

Apr 02 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Case No.: 2024-CP-10-05318

Tina Ferrier,

Respondent,

v.

Harborstone, LLC d/b/a
Harborstone Apartments

Appellant.

PROOF OF SERVICE

I, the undersigned employee of Clawson and Staubes, LLC, Attorneys for Harborstone, LLC, do hereby certify that I have served all counsel of record in this action with a true and correct copy of the Notice of Appeal with Exhibits specified below, pursuant to Supreme Court Order 2022-05-06-04, and a copy of that electronic mail is attached to this certificate.

Pleading(s): Notice of Appeal, Exhibit A: Order Denying Motion to Dismiss and/or Compel Arbitration, Exhibit B: Order Denying Motion to Reconsider

Served: D. Scott Drescher, Esq.
2236 Ashley Crossing Dr.
Charleston, SC 29414
sdrescher@bosticlaw.com
Attorney for Respondent



Kayla M. Farah

April 2, 2025



CLAWSON & STAUBES

RECEIVED

Apr 02 2025

AMANDA M. GASTON

LICENSED IN SC

AGASTON@CSLAW.COM

SC Court of Appeals

April 2, 2025

File No.: 20245452.000

VIA EMAIL & USPS

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: Tina Ferrier v. Harborstone, LLC d/b/a Harborstone Apartments
Case No.: 2024-CP-10-05318

Dear Ms. Kitchings:

Enclosed, please find the originals and one (1) copy of the following documents:

- (1) Notice of Appeal;
- (2) Proof of Service of the Notice of Appeal; and
- (3) A copy of the Order of Judgment from which is to be challenged on appeal.

Also enclosed is our filing fee of \$250.00. Please file the originals and clock and return stamped copies in the envelope provided.

Thank you very much for your attention to the above.

Very truly yours,

CLAWSON and STAUBES, LLC

Amanda M. Gaston
Amanda M. Gaston

Enclosures as stated

cc: Counsel of Record (via email, w/enclosures)

WWW.CSLAW.COM
126 SEVEN FARMS DRIVE | SUITE 200
CHARLESTON SC | 29492-8144
(843) 577-2026

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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:

The Defendant's motion to dismiss or alternatively compel arbitration heard before the Court on 2/26/2025, is denied.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

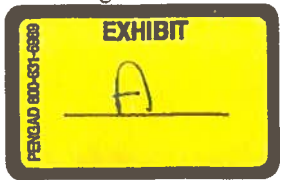
This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/26/2025 .

RECEIVED

Apr 02 2025

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Court Reporter:

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



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al
Case Number: 2024CP1005318
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2025-02-26 12:14:03 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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:

Respectfully, having considered the motion to reconsider, I decline to grant the motion and chose to decide this motion, within the courts discretion, to issue a ruling without holding a hearing.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

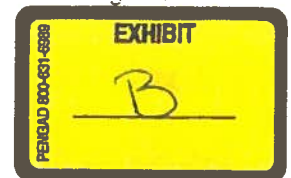
This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/25/2025.

RECEIVED

Apr 02 2025

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Court Reporter:

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



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al
Case Number: 2024CP1005318
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2025-03-25 10:40:32 page 3 of 3

Amanda M. Gaston

From: Kayla M. Farah
Sent: April 2, 2025 2:28 PM
To: ctappfilings@sccourts.org
Cc: Amanda M. Gaston; 'Scott Drescher'
Subject: Re: Ferrier, Tina v. Harborstone, LLC (File #: 20245452.000)
Attachments: AMG Cover Letter to Appeals Court (04.02.25).pdf; Harborstone - Notice of Appeal.pdf; Harborstone - Proof of Service of Notice of Appeal.pdf; Form 4 - Denied - DEF Motion to Dismiss or Compel Arbitration (Filed 02.26.25).pdf; Form 4 - Denied - DEF Motion to Reconsider.pdf

Good afternoon,

Please see the attached for filing. The filing fee and hard copy of these documents has been placed in today's mail.

Thank you,



CLAWSON & STAUBES

126 Seven Farms Drive, Suite 200 | Charleston, SC | 29492-8144



Kayla M. Farah
Paralegal to Amanda M. Gaston, Esq.
and R. Collin Brown, Esq.

P: 843.577.2026 Ext. 2265

F: 843.722.2867

W: cslaw.com

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1 STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS

2 COUNTY OF CHARLESTON * TRANSCRIPT OF RECORD

3 -----X

4 TINA FERRIER, *

5 *

6 Plaintiff, *

7 *

8 vs. * Case No. 2024-CP-10-05318

9 *

10 HARBORSTONE, LLC d/b/a *

11 HARBORSTONE APARTMENTS, *

12 *

13 Defendant. *

14 -----X

February 26, 2025

10

11 B E F O R E:

12 The Honorable George M. McFaddin, Jr., Presiding Judge

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

14 D. Scott Drescher, Esq.
15 Attorney for the Plaintiff

16 Amanda M. Gaston, Esq.
17 Attorney for the Defendant

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23 Recorded by: WebEx

24 Court Transcriber: Bobbi Fisher, RPR
25 SC Official Court Reporter III

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I N D E X

DESCRIPTION	PAGE
Proceedings	3

E X H I B I T S

(None.)

COURT REPORTER LEGEND

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

P R O C E E D I N G S

1 THE COURT: Mr. Drescher, sir?

2 MR. DRESCHER: Yes, Your Honor.

3 THE COURT: We have now come to Ferrier versus
4 Harborstone. Am I correct?

5 MR. DRESCHER: Yes. I think you're pronouncing that
6 correct, Your Honor.

7 THE COURT: Anyone else involved here opposing this
8 motion that you're aware of?

9 MR. DRESCHER: Yes, Your Honor. This is actually not my
10 motion; it's Defendant's motion. So I'm expecting them to be
11 present.

12 THE COURT: I misread.

13 MR. DRESCHER: That's okay.

14 THE COURT: That would be Ms. Gaston?

15 MS. GASTON: Good morning, Your Honor.

16 THE COURT: How are you, ma'am?

17 MS. GASTON: I'm doing well. How are you doing, Judge?

18 THE COURT: I'm fine. I can barely hear you, though.

19 MS. GASTON: Can you hear me now?

20 THE COURT: That's much better.

21 MS. GASTON: All right.

22 THE COURT: Your motion, ma'am?

23 MS. GASTON: Yes, Your Honor. May it please the Court.
24 Your Honor, Amanda Gaston on behalf of Harborstone, which is
25

1 the defendant in this case. We have filed a Motion to Dismiss
2 or, in the alternative, to compel arbitration.

3 Judge, with us is Mr. Scott Drescher, who represents the
4 plaintiff, in this case.

5 The plaintiff has filed a motion -- I apologize, Your
6 Honor. The plaintiff has filed a Summons and Complaint with
7 the Court against my client, and she has alleged two primary
8 claims: negligence and premises liability. Both arise from
9 an incident involving a trash compactor, as I understand it,
10 Your Honor, which is on the grounds of Harborstone, which is
11 an apartment complex.

12 The claims in question, Judge, it's our position that
13 they are governed by the arbitration clause, which is included
14 within the provisions of the lease agreement, and we would, of
15 course, respectfully request that these matters be further
16 hashed out through arbitration. I'm, of course, happy to go
17 through each of those individually, Judge, if you'd like.

18 THE COURT: Your position, sir?

19 MR. DRESCHER: Yes, Your Honor. May it please the Court.
20 She's correct; I do represent the plaintiff. We filed this
21 action.

22 The defendant has filed this motion and attached an
23 exhibit. I'm a little confused, because the exhibit that they
24 attached is a section of a contract. And if you look at the
25 exhibit, Your Honor, it's one page that includes an

1 arbitration clause. There is two places for initials of the
2 tenant and the landlord. Neither one has been initialled.
3 And there's no contract that they have attached that was
4 signed by my client.

5 So I don't know if this arbitration clause pertains to my
6 client's contract or not. I don't have a contract for my
7 client that governs this time period, so I can't agree to what
8 Defendant is saying based upon their filing, Your Honor.

9 THE COURT: Ms. Gaston?

10 MS. GASTON: Your Honor, the exhibit that was filed along
11 with our motion, this is a copy of the standard arbitration
12 language that is included in every lease, as I understand it,
13 Your Honor; that my client enters into said agreement, of
14 course, with tenants of the apartment complex.

15 THE COURT: Mr. Drescher, reply?

16 MR. DRESCHER: Your Honor, that may or may not be true.
17 If it may be true, I don't know, but she hasn't produced the
18 contract that is between the defendant and plaintiff that is
19 signed by my client that has the arbitration clause. She just
20 has a one-page section of a contract with an arbitration
21 clause.

22 So based upon that, I would ask for the motion to be
23 denied.

24 THE COURT: Ma'am, do you have a contract signed and
25 initialed about this?

1 MS. GASTON: I don't believe I have the specific contract
2 that was signed or initialed by Mr. Drescher's client at this
3 time. That is certainly something that I would be able to see
4 if I could get my hands on, of course, Judge.

5 But I do understand that this arbitration clause language
6 is standard, customary, and included in each and every lease.
7 Of course it's our position, Judge, that by entering into a
8 lease agreement with my client, the tenant would presumably be
9 agreeing to the terms of that arbitration language.

10 THE COURT: Well, here's my ruling today. Without that
11 today, I will respectfully decline to dismiss or order the
12 arbitration. If something develops -- certainly that's not
13 with prejudice, if something arises that may be different from
14 what I've heard today.

15 MR. DRESCHER: Yes, Your Honor. Thank you, Your Honor.

16 THE COURT: Thank y'all. We'll do that by Form 4. All
17 right?

18 MS. GASTON: Thank you, Judge.

19 MR. DRESCHER: Thank you, Your Honor.

20 THE COURT: Thank y'all so much for your patience.

21 (The above hearing concluded.)
22
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Certificate of Transcriber

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CASE NAME: Ferrier v. Harborstone Apartments

DATE OF HEARING: 2/26/25

RECORDING METHOD: WebEx

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that I was not present for the live proceeding; and that said proceedings were transcribed to the best of my ability from the audio and/or video 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, SC Official Court Reporter III, RPR

Transcript Prepared: 2/26/25

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.

RECEIVED

Jul 16 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Appellate Case No.: 2025-000634

Tina Ferrier, Respondent,

v.

Harborstone, LLC d/b/a
Harborstone Apartments, Appellant.

CERTIFICATE OF COUNSEL

I certify that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 16, 2025

s/ Amanda M. Gaston

Amanda M. Gaston, Esq.
CLAWSON AND STAUBES, LLC
S.C. Bar No.: 104135
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
Phone: (843) 577-2026
Email: agaston@cslaw.com

Attorney for Appellant

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Jul 16 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Case No.: 2024-CP-10-05318

Tina Ferrier,

Respondent,

v.

Harborstone, LLC d/b/a
Harborstone Apartments

Appellant.

PROOF OF SERVICE

I, the undersigned employee of Clawson and Staubes, LLC, Attorneys for Harborstone, LLC, do hereby certify that I have served all counsel of record in this action with a true and correct copy of the Record on Appeal, pursuant to Rule 210, and a copy of that electronic mail is attached to this certificate.

Pleading(s): Record on Appeal

Served: D. Scott Drescher, Esq.
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July 16, 2025