

RECEIVED

Jul 21 2025

SC Court of Appeals

**DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON
COUNTY
Court of Common Pleas

Appellate Case No. 2024-001520

Centre Pointe Charleston,
LLC,

Respondent,

v.

Avis Johnson,

Appellant.

**RESPONDENT'S DESIGNATION OF
MATTER TO BE INCLUDED IN THE
RECORD ON APPEAL**

Respondent proposes the following be included in the Record on Appeal:

1. Affidavit and Application for Ejectment and Rule to Vacate or Show Cause;
2. Lease between Appellant and Respondent;
3. Ledger of Appellant;
4. Appeal to Circuit Court; and
5. Notice of Appeal to Court of Appeals.

[Signature on following page(s)]

BROWNLEE WHITLOW & PRAET, PLLC

s/ Sean M. Tropea

Sean M. Tropea

S.C. Bar No. 102385

P.O. Box 62975

North Charleston, South Carolina 29419

Telephone: (843) 628-7120

Facsimile: (843) 628-0847

ATTORNEY(S) FOR RESPONDENT

July 21, 2025

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON (NORTH AREA 1)

IN THE MAGISTRATE'S COURT

Name and Address of Plaintiff

Centre Pointe Charleston LLC, dba Centre Pointe
Apartment Homes
4986 Wetland Crossing Road, #2100
North Charleston, SC 29418
(843)571-0405

AFFIDAVIT AND APPLICATION
FOR EJECTMENT
AND
RULE TO VACATE OR
SHOW CAUSE

VERSUS

Name and Address of Defendant(s)

Avis Johnson
4986 Wetland Crossing Rd, Apt 2301
NORTH CHARLESTON, SC, 29418

Case No: 2023CV1010101158

Respectfully submitted on: October 13, 2023

I, the Plaintiff in this action, being sworn, state that I am the landlord – lessor of the premises herein described. I further state that the premises are within the magisterial jurisdiction of the above named county and that a landlord – tenant relationship exists between the parties described as evidenced by the following facts:

Written Lease

Grounds for this ejectment are one or more of the following:

- The tenant fails or refuses to pay the rent when due or demanded for the month(s) of September 2023 & October 2023
- The term of tenancy or occupancy has ended, or
- A term or condition of the lease has been violated, to wit:

Rate of Rent: \$ 2,206.00

Late Fee: \$ 220.60

Signature of Plaintiff/Attorney/Agent

Alicia C. Carvajal Carvajal SC-104616 Attorney for Plaintiff
Name of Plaintiff/Attorney/Agent (Type or Print)

Name And Address of Plaintiff's Attorney or Agent

Loebsack & Brownlee, PLLC
PO Box 30247 Charlotte, NC, 2823
864-977-1308

TO THE DEFENDANT NAMED ABOVE:

Upon application for ejectment, above filed by the Plaintiff, you the Defendant and lessee of the premises noted above, are ordered to vacate the said premises immediately or to show cause before me at this court located at the address below within ten (10) days from the date of service of this affidavit and rule why you should not be ejected from the said premises. FAILURE TO VACATE THE PREMISES OR TO RESPOND TO THIS COURT WITHIN THE TIME PERIOD SET ABOVE, MAY RESULT IN THE ISSUANCE OF A WARRANT OF EJECTMENT, AND YOUR PERSONAL PROPERTY BEING PLACED ON THE STREET.

DATE

Total Amount Past Due: 4,219.30

North Area Magistrate Court 1
4045 Bridge View Drive, Suite B125
North Charleston, SC 29405
HAVE ANY QUESTIONS. CALL (843)202-6610

Document Information

Document Reference Number: 10567532

Document Pages: 41

Signatures: 2
Initials: 2

Status: Completed

Document Name: Apartment Lease Form, Inventory and Condition Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Addendum for Rent Concession, Intrusion Alarm Addendum, No-Smoking Addendum, Crime/Drug Free Housing Addendum, Short-Term Subletting or Rental Prohibited, Addendum to Concession Addendum to Lease Agreement, Carbon Monoxide Detector Agreement, Fire Extinguisher Agreement, Renter Insurance Coverage, Sustainable Living Addendum

Signature Summary





Signature	Initials	Timestamp	Signing Status
Avis Johnson		08/08/2023 04:33:48 PM EST	Completed

Document Started:	08/08/2023 03:48:52 PM EST
Email Address:	avisj60@gmail.com

Lisa Hernandez		08/12/2023 08:38:15 AM EST	Completed
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Document Started:	08/12/2023 08:38:08 AM EST
Email Address:	hernandezl@sentinelcorp.com

Signature Details

Page	Signature/Initials	Signing Status	Tracking Details
41		Completed	IP Address: 172.59.216.32 Timestamp: 08/08/2023 04:33:42 PM EST User Agent: Chrome on iPhone
41		Completed	IP Address: 172.59.216.32 Timestamp: 08/08/2023 04:33:10 PM EST User Agent: Chrome on iPhone
41		Completed	IP Address: 172.58.250.120 Timestamp: 08/12/2023 08:38:13 AM EST User Agent: Chrome on Windows
41		Completed	IP Address: 172.58.250.120 Timestamp: 08/12/2023 08:38:12 AM EST User Agent: Chrome on Windows

Resident Ledger

[]

Date: 10/10/2024

Code	t0503402	Property	reit-619	Lease From	08/08/2023
Name	Avis Johnson	Unit	2-2301	Lease To	08/31/2024
Address	4986 Wetland Crossing Road #2-2301	Status	Current	Move In	08/08/2023
		Rent	2206.00	Move Out	
City	North Charleston, SC 29418	Phone (H)	(843) 452-3048	Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
07/31/2023	r-app	Application Fee (Avis Johnson)	75.00		75.00	90696054
07/31/2023		chk# 197112696 Debit Card On-Line Payment ; Web - Online Leasing		75.00	0.00	20749888
08/01/2023	r-secdep	Sec Dep Hold Fee	250.00		250.00	90696537
08/01/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Online Leasing		250.00	0.00	20757905
08/08/2023	r-rent	Rent for 24 days	1,708.00		1,708.00	90708935
08/08/2023	r-secdep	Additional Security Deposit	250.00		1,958.00	90708936
08/08/2023	r-nrp	Admin Fee	150.00		2,108.00	90708937
08/08/2023	r-connnp	Waive Admin Fee	(150.00)		1,958.00	90708938
08/08/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services		1,958.00	0.00	20775743
09/01/2023	r-conc1	Concession - One Time (09/2023)	(500.00)		(500.00)	90862311
09/01/2023	r-rent	Rent (09/2023)	2,206.00		1,706.00	90862312
09/06/2023	r-late	Late Fees, 10% of \$2206.00	220.60		1,926.60	90899752
09/06/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services NSFed by ctrl# 20834016 NSF		1,706.00	220.60	20826277
09/13/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services		220.60	0.00	20833077
09/14/2023	r-nsffee	Returned check charge	30.00		30.00	90909970
09/14/2023		chk# :ACH-WEB NSF receipt Ctrl# 20826277 NSF		(1,706.00)	1,736.00	20834016
09/14/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services NSFed by ctrl# 20837922 NSF		1,736.00	0.00	20834117
09/19/2023	r-nsffee	Returned check charge	30.00		30.00	90914517
09/19/2023		chk# :ACH-WEB NSF receipt Ctrl# 20834117 NSF		(1,736.00)	1,766.00	20837922
10/01/2023	r-rubs	Water Charge for 24 Days 08/01/23 to 08/31/23	8.67		1,774.67	91011061
10/01/2023	r-base	Water Base Charge for 24 Days 08/01/23 to 08/31/23	1.00		1,775.67	91011062
10/01/2023	r-rubs	Sewer Charge for 24 Days 08/01/23 to 08/31/23	9.29		1,784.96	91011063
10/01/2023	r-trash	Trash Charge for 24 Days 08/01/23 to 08/31/23	7.74		1,792.70	91011064
10/01/2023	r-rent	Rent (10/2023)	2,206.00		3,998.70	91059665
10/06/2023	r-late	Late Fees, 10% of \$2206.00	220.60		4,219.30	91096312
10/16/2023	r-courtc	Filing Fee	150.00		4,369.30	91108427
11/01/2023	r-rubs	Water Charge 09/01/23 to 09/30/23	18.05		4,387.35	91149158
11/01/2023	r-base	Water Base Charge 09/01/23 to 09/30/23	1.12		4,388.47	91149159
11/01/2023	r-rubs	Sewer Charge 09/01/23 to 09/30/23	19.54		4,408.01	91149160
11/01/2023	r-trash	Trash Charge 09/01/23 to 09/30/23	10.00		4,418.01	91149161
11/01/2023	r-rent	Rent (11/2023)	2,206.00		6,624.01	91254512
11/06/2023	r-late	Late Fees, 10% of \$2206.00	220.60		6,844.61	91290884
11/17/2023	r-courtc	Trial Fee	90.00		6,934.61	91303415
11/29/2023	r-courtc	Writ	45.00		6,979.61	91472402
12/01/2023	r-trash	Trash Charge 10/01/23 to 10/31/23	10.00		6,989.61	91380705
12/01/2023	r-rubs	Water Charge 10/01/23 to 10/31/23	21.06		7,010.67	91380706
12/01/2023	r-base	Water Base Charge 10/01/23 to 10/31/23	0.59		7,011.26	91380707
12/01/2023	r-rubs	Sewer Charge 10/01/23 to 10/31/23	21.95		7,033.21	91380708
12/01/2023	r-rent	Rent (12/2023)	2,206.00		9,239.21	91443786
12/06/2023	r-late	Late Fees, 10% of \$2206.00	220.60		9,459.81	91480645
12/11/2023	r-courtc	Bond Hearing	405.00		9,864.81	91486537
01/01/2024	r-trash	Trash Charge 11/01/23 to 11/30/23	10.00		9,874.81	91543369
01/01/2024	r-rubs	Water Charge 11/01/23 to 11/30/23	25.14		9,899.95	91543370
01/01/2024	r-base	Water Base Charge 11/01/23 to 11/30/23	0.94		9,900.89	91543371
01/01/2024	r-rubs	Sewer Charge 11/01/23 to 11/30/23	26.98		9,927.87	91543372
01/01/2024	r-rent	Rent (01/2024)	2,206.00		12,133.87	91635414
01/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		12,354.47	91670493

01/06/2024		chk# 40220229133367 :CHECKscan Payment		1,000.00	10,354.47	<u>21042506</u>
01/06/2024		chk# 40220229133421 :CHECKscan Payment		80.00	10,274.47	<u>21042507</u>
01/08/2024		chk# 90 :CHECKscan Payment		126.00	10,148.47	<u>21042508</u>
02/01/2024	r-trash	Trash Charge 12/01/23 to 12/31/23	10.00		10,158.47	<u>91752457</u>
02/01/2024	r-rubs	Water Charge 12/01/23 to 12/31/23	21.33		10,179.80	<u>91752458</u>
02/01/2024	r-base	Water Base Charge 12/01/23 to 12/31/23	0.59		10,180.39	<u>91752459</u>
02/01/2024	r-rubs	Sewer Charge 12/01/23 to 12/31/23	22.78		10,203.17	<u>91752460</u>
02/01/2024	r-rent	Rent (02/2024)	2,206.00		12,409.17	<u>91825182</u>
02/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		12,629.77	<u>91862052</u>
02/06/2024		chk# 539931 :CHECKscan Payment		2,206.00	10,423.77	<u>21091651</u>
03/01/2024	r-trash	Trash Charge 01/01/24 to 01/31/24	10.00		10,433.77	<u>91949897</u>
03/01/2024	r-rubs	Water Charge 01/01/24 to 01/31/24	22.44		10,456.21	<u>91949898</u>
03/01/2024	r-base	Water Base Charge 01/01/24 to 01/31/24	0.59		10,456.80	<u>91949899</u>
03/01/2024	r-rubs	Sewer Charge 01/01/24 to 01/31/24	23.87		10,480.67	<u>91949900</u>
03/01/2024	r-rent	Rent (03/2024)	2,206.00		12,686.67	<u>92018315</u>
03/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		12,907.27	<u>92054196</u>
03/13/2024		chk# 40220229127202 :CHECKscan Payment		206.00	12,701.27	<u>21153841</u>
03/13/2024		chk# 40220229127184 :CHECKscan Payment		1,000.00	11,701.27	<u>21153842</u>
03/13/2024		chk# 40220229127193 :CHECKscan Payment		1,000.00	10,701.27	<u>21153843</u>
04/01/2024	r-trash	Trash Charge 02/01/24 to 02/29/24	10.00		10,711.27	<u>92106890</u>
04/01/2024	r-rubs	Water Charge 02/01/24 to 02/29/24	33.00		10,744.27	<u>92106891</u>
04/01/2024	r-base	Water Base Charge 02/01/24 to 02/29/24	0.59		10,744.86	<u>92106892</u>
04/01/2024	r-rubs	Sewer Charge 02/01/24 to 02/29/24	33.15		10,778.01	<u>92106893</u>
04/01/2024	r-rent	Rent (04/2024)	2,206.00		12,984.01	<u>92208653</u>
04/05/2024		chk# 4779427 :CHECKscan Payment		1,000.00	11,984.01	<u>21198153</u>
04/05/2024		chk# 4779424 :CHECKscan Payment		1,000.00	10,984.01	<u>21198154</u>
04/05/2024		chk# 4779429 :CHECKscan Payment		206.00	10,778.01	<u>21198155</u>
05/01/2024	r-trash	Trash Charge 03/01/24 to 03/31/24	10.00		10,788.01	<u>92293307</u>
05/01/2024	r-rubs	Water Charge 03/01/24 to 03/31/24	29.92		10,817.93	<u>92293308</u>
05/01/2024	r-base	Water Base Charge 03/01/24 to 03/31/24	0.59		10,818.52	<u>92293309</u>
05/01/2024	r-rubs	Sewer Charge 03/01/24 to 03/31/24	29.93		10,848.45	<u>92293310</u>
05/01/2024	r-rent	Rent (05/2024)	2,206.00		13,054.45	<u>92402321</u>
05/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		13,275.05	<u>92440266</u>
05/17/2024		chk# 40220613765305 :CHECKscan Payment		1,000.00	12,275.05	<u>21264609</u>
05/17/2024		chk# 40220613762443 :CHECKscan Payment		1,000.00	11,275.05	<u>21264610</u>
05/17/2024		chk# 40220613762461 :CHECKscan Payment		206.00	11,069.05	<u>21264611</u>
06/01/2024	r-rubs	Water Charge 04/01/24 to 04/30/24	45.68		11,114.73	<u>92509193</u>
06/01/2024	r-base	Water Base Charge 04/01/24 to 04/30/24	0.59		11,115.32	<u>92509194</u>
06/01/2024	r-rubs	Sewer Charge 04/01/24 to 04/30/24	44.82		11,160.14	<u>92509195</u>
06/01/2024	r-trash	Trash Charge 04/01/24 to 04/30/24	10.00		11,170.14	<u>92509196</u>
06/01/2024	r-rent	Rent (06/2024)	2,206.00		13,376.14	<u>92603422</u>
06/05/2024		chk# 40220658206702 :CHECKscan Payment		1,000.00	12,376.14	<u>21309738</u>
06/05/2024		chk# 40220658206711 :CHECKscan Payment		1,000.00	11,376.14	<u>21309739</u>
06/05/2024		chk# 40220658206693 :CHECKscan Payment		206.00	11,170.14	<u>21309740</u>
07/01/2024	r-rubs	Water Charge 05/01/24 to 05/31/24	48.58		11,218.72	<u>92723866</u>
07/01/2024	r-base	Water Base Charge 05/01/24 to 05/31/24	0.59		11,219.31	<u>92723867</u>
07/01/2024	r-rubs	Sewer Charge 05/01/24 to 05/31/24	48.19		11,267.50	<u>92723868</u>
07/01/2024	r-trash	Trash Charge 05/01/24 to 05/31/24	10.00		11,277.50	<u>92723869</u>
07/01/2024	r-rent	Rent (07/2024)	2,206.00		13,483.50	<u>92807925</u>
07/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		13,704.10	<u>92844321</u>
07/06/2024		chk# 1091 63832855 :CHECKscan Payment		500.00	13,204.10	<u>21367075</u>
07/06/2024		chk# 1091 63832822 :CHECKscan Payment		500.00	12,704.10	<u>21367076</u>
07/06/2024		chk# 1091 63832866 :CHECKscan Payment		500.00	12,204.10	<u>21367077</u>
07/06/2024		chk# 1091 63832833 :CHECKscan Payment		500.00	11,704.10	<u>21367078</u>
07/06/2024		chk# 1091 63832844 :CHECKscan Payment		200.00	11,504.10	<u>21367079</u>
07/06/2024		chk# 40196215249124 :CHECKscan Payment		10.00	11,494.10	<u>21367080</u>
07/08/2024	r-late	Charged in Error- GM Approved	(220.60)		11,273.50	<u>92845339</u>
08/01/2024	r-trash	Trash Charge 06/01/24 to 06/30/24	10.00		11,283.50	<u>92985624</u>
08/01/2024	r-rubs	Water Charge 06/01/24 to 06/30/24	56.39		11,339.89	<u>92985625</u>
08/01/2024	r-base	Water Base Charge 06/01/24 to 06/30/24	0.59		11,340.48	<u>92985626</u>
08/01/2024	r-rubs	Sewer Charge 06/01/24 to 06/30/24	58.62		11,399.10	<u>92985627</u>

08/05/2024		chk# 40196704434386 :CHECKscan Payment		500.00	13,105.10	<u>21420460</u>
08/05/2024		chk# 40196704434395 :CHECKscan Payment		476.00	12,629.10	<u>21420461</u>
08/05/2024		chk# 0000001249 :CHECKscan Payment		1,235.00	11,394.10	<u>21420462</u>
09/01/2024	r-trash	Trash Charge 07/01/24 to 07/31/24	10.00		11,404.10	<u>93136196</u>
09/01/2024	r-rubs	Water Charge 07/01/24 to 07/31/24	50.52		11,454.62	<u>93136197</u>
09/01/2024	r-base	Water Base Charge 07/01/24 to 07/31/24	0.59		11,455.21	<u>93136198</u>
09/01/2024	r-rubs	Sewer Charge 07/01/24 to 07/31/24	53.38		11,508.59	<u>93136199</u>
09/01/2024	r-rent	Rent (09/2024)	2,206.00		13,714.59	<u>93209957</u>
09/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		13,935.19	<u>93254859</u>
09/19/2024	r-court	Eviction-Appeal Legal Correspondence 01/10/2024	567.50		14,502.69	<u>93267033</u>
09/19/2024	r-court	Eviction-Bond Payment Correspondence 02/10/2024	108.00		14,610.69	<u>93267039</u>
09/19/2024	r-court	Eviction-Non Compliance Correspondence 04/10/2024	1,627.00		16,237.69	<u>93267040</u>
09/19/2024	r-court	Eviction-Appeal Legal Correspondence 05/10/2024	37.00		16,274.69	<u>93267041</u>
09/19/2024	r-court	Eviction-Non Compliance Correspondence and Court 06/10/2024	1,307.00		17,581.69	<u>93267043</u>
09/19/2024	r-court	Eviction-Appeal Correspondence 07/10/2024	600.00		18,181.69	<u>93267045</u>
09/19/2024	r-court	Eviction-Appeal Correspondence 08/10/2024	130.50		18,312.19	<u>93267047</u>
09/25/2024	r-court	Eviction-Appeal Correspondence 09/10/2024	1,107.00		19,419.19	<u>93271690</u>
10/01/2024	r-rubs	Sewer Charge 08/01/24 to 08/31/24	68.34		19,487.53	<u>93324124</u>
10/01/2024	r-trash	Trash Charge 08/01/24 to 08/31/24	10.00		19,497.53	<u>93324125</u>
10/01/2024	r-rubs	Water Charge 08/01/24 to 08/31/24	64.26		19,561.79	<u>93324126</u>
10/01/2024	r-base	Water Base Charge 08/01/24 to 08/31/24	1.29		19,563.08	<u>93324127</u>
10/01/2024	r-rent	Rent (10/2024)	2,206.00		21,769.08	<u>93414513</u>
10/06/2024	r-late	Late Fees, 10% of \$2206.00	220.60		21,989.68	<u>93452849</u>

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Avis Johnson
Plaintiff(s)

vs.

Centre Pointe Charleston LLC Dba Centre Pointe Apartments Homes
Defendant(s)

Submitted By: Avis Johnson
Address: 4986 Wetland Crossing Dr Apt 2301 N Charleston SC 29418

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023-CP-10-05823

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

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JULIE J. HARRIS, CLERK OF COURT

Submitting Party Signature: Avis Johnson

Date: 11-30-2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2023-CP-10-05823

Avis Johnson
Plaintiff

APPEAL

-VERSUS-

Centre Pointe Charleston
~~LLC dba Centre Pointe~~
Defendant Apartment Homes

Magistrate/Municipal Judge's name:

Amy Mikell

Avis Johnson Plaintiff/Defendant in this civil action make the following claim.

1. I believe that the plaintiff/Defendant resides in Charleston County and is within the jurisdiction of this court.
2. I make this appeal based on the following errors committed by the lower court.

I feel like I wasn't given proper time to get out of the apartment. When I tried to pay what was owed the property management refused. They also brought the maintenance man to the court hearing and allowed him to make decisions about me staying in the unit.

3. I believe, because of the above information, that I am entitled to and request ~~an~~ appeal and to stay in the unit.

I state under penalty of perjury that the above is correct and truthful.

Dated 11-30-2023

Signed Avis Johnson

Address of plaintiff
4986 Wetland King
Apt 2301
N Charleston SC 29418

Address of defendant
4986 Wetland King
#2100
N Charleston, SC 29418

843-452-3048
Telephone number

(843) 571-0405
Telephone number

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Jul 21 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Milton G. Kimpson, Circuit Judge
Case No. 2023CP1005823
Appellate Case No. 2024-001520

Centre Pointe Charleston, LLC d/b/a Centre Pointe Apartment Homes, Respondent,

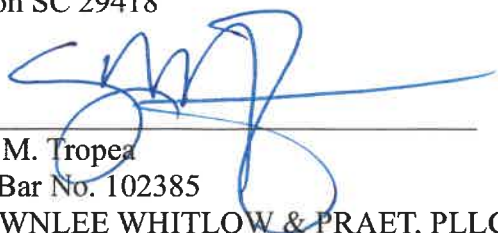
V

Avis Johnson, Appellant.

CERTIFICATE OF SERVICE

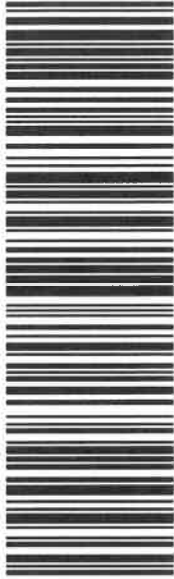
I certify that I have served the **Designation of Matter to be Included in the Record on Appeal** on Avis Johnson by depositing a copy of it in the United States Mail, Postage Prepaid, on **July 21, 2025**, as addressed to her at:

Avis Johnson
4986 Wetland Crossing Drive
Apt 2301
North Charleston SC 29418



Sean M. Tropea
S.C. Bar No. 102385
BROWNLEE WHITLOW & PRAET, PLLC
P.O. Box 62975
North Charleston, South Carolina 29419
Telephone: (843) 628-7120
Facsimile: (843) 628-0847
Attorney for Respondent

9405 5362 0855 1275 5031 88



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SOUTH CAROLINA COURT OF APPEALS
PO BOX 11629
COLUMBIA SC 29211-1629