

**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

RECEIVED
JUL 23 2025
SC Court of Appeals

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

Case No: 2023CV1010101158

Name and Address of Defendant(s)
Avis Johnson
4986 Wetland Crossing Rd, Apt 2301
NORTH CHARLESTON, SC, 29418

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



APARTMENT LEASE CONTRACT
THIS AGREEMENT IS SUBJECT TO A MANDATORY ARBITRATION CLAUSE TO THE EXTENT
THE ARBITRATION AGREEMENT IS EXECUTED AS PART OF YOUR LEASE PACKAGE.



Date of Lease Contract: August 3, 2023
 (when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving-In -- General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

Avis Johnson

and us, the owner: Centre Pointe Charleston LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 2-2301, at 4986 Wetland Crossing Road #2-2301

(street address) in North Charleston

(city), South Carolina, 29418 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

As permitted by law, you understand and agree that we may provide access to any occupant listed under paragraph 2 (Occupants) in the absence of any written document that withdraws such authorization.

No one else may occupy the residence without our express written permission.

3. LEASE TERM. The initial term of the Lease Contract begins on the 8th day of August, 2023, and ends at 11:59 p.m. the 31st day of August, 2024.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice), which in all cases shall be a minimum of thirty (30) days. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 500.00, due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided 2 apartment key(s), 2 mailbox key(s), 1 FOB(s), and/or 0 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is

returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 2206.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Prorated rent of \$ 1708 is due for the remainder of the [check one]: 1st month or 2nd month, on August 8, 2023.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be \$ 220.60. You'll also pay a charge of \$ 30 for each returned check or rejected electronic payment, plus a late charge. The returned check charge shall not exceed \$30.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

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 specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.

7. UTILITIES. We'll pay for the following items, if checked:

- water gas electricity master antenna
- wastewater trash cable TV
- other Pest Control

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Document Information

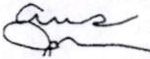

Document Reference Number: 10567532

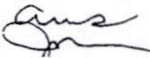

Document Pages: 41

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		<i>aj</i>	08/08/2023 04:33:48 PM EST	Completed
Document Started: Email Address:	08/08/2023 03:48:52 PM EST avisj60@gmail.com			
Lisa Hernandez		<i>LH</i>	08/12/2023 08:38:15 AM EST	Completed
Document Started: Email Address:	08/12/2023 08:38:08 AM EST hernandezl@sentinelcorp.com			

Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Avis Johnson	41	<i>aj</i>	Completed	IP Address: 172.59.216.32 Timestamp: 08/08/2023 04:33:42 PM EST User Agent: Chrome on iPhone
Avis Johnson	41		Completed	IP Address: 172.59.216.32 Timestamp: 08/08/2023 04:33:10 PM EST User Agent: Chrome on iPhone
Lisa Hernandez	41	<i>LH</i>	Completed	IP Address: 172.58.250.120 Timestamp: 08/12/2023 08:38:13 AM EST User Agent: Chrome on Windows
Lisa Hernandez	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-connrp	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
LHC 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>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 # <u>20 -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) |
|--|---|--|---|

Special/Complex /Other

- Environmental (600)
- Automobile Arb. (610)
- Medical (620)
- Other (699)
- Sexual Predator (510)
- Permanent Restraining Order (680)
- Interpleader (690)
- Pharmaceuticals (630)
- Unfair Trade Practices (640)
- Out-of State Depositions (650)
- Motion to Quash Subpoena in an Out-of-County Action (660)
- Pre-Suit Discovery (670)

Submitting Party Signature: Avis Johnson

Date: 11-30-2023

2023 NOV 30 AM 10:29
 JULIE JARMS TROTT
 CLERK OF COURT
 FILED

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 ~~Opp Centre Pointe~~
Defendant Apartment Homes

Magistrate/Municipal Judge's name:

Amy Mikell

I, 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

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

RECEIVED

JUL 23 2025

SC Court of Appeals

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



Brownlee Whitlow & Praet
PROPERTY SOLUTIONS LAW

July 21, 2025

Sean M. Tropea
Associate Attorney
Licensed in GA and SC
stropea@bwpf-law.com
Phone/Fax: (843) 867-3407

Via Priority Mail

South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

RECEIVED

JUL 23 2025

SC Court of Appeals

Re: Centre Pointe Charleston, LLC v. Avis Johnson
Appellate Case No: 2024-001520
Our File No.: 30430-00009

Dear Ms. Jenny Abbott Kitchings:

Enclosed are the original and one copy of the Initial Brief of Respondent and Certificate of Service and the original and one copy of the Respondent's Designation of Matter to be included in the Record of Appeal and a Certificate of Service. Please file the same and return the clocked-in copy to me in the enclosed envelope.

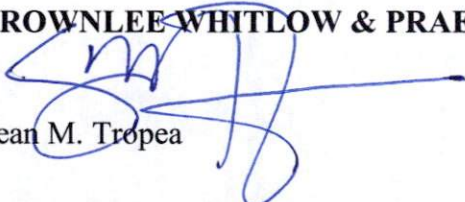
By copy of this letter, I am hereby serving the same upon the Appellant, Avis Johnson.

Thank you for your time and assistance with this matter. Please do not hesitate to contact me should you have any questions or need anything further.

With kindest regards, I am

Sincerely yours,

BROWNLEE WHITLOW & PRAET, PLLC


Sean M. Tropea

SMT/dlw

cc: Avis Johnson (via Certified Mail and First-Class Mail)

North Charleston Location:
4000 Faber Place Drive, Suite 100
N. Charleston, SC 29405

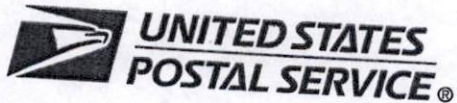
Mailing Address:
P.O. Box 62975
N. Charleston, SC 29419

Contact: 843.628.7120
BWPF-Law.com



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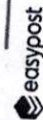
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BROWNLEE WHITLOW & PRAE
PO BOX 62975
NORTH CHARLESTON SC 29419

JUL 23 2025

SC Court of Appeals

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

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