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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

RETURN TO APPELLANT’S MOTION FOR INJUNCTIVE RELIEF

Ross B. Plyler
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Attorneys for Respondent

COMES NOW, Westwood Town Homes (“Respondent”) in opposition to Sylecia McIntyre’s (“Appellant”) Motion for Injunctive Relief. Appellant is not entitled to emergency

injunctive relief and the Court of Appeals should deny the motion and grant Respondent’s motion to dismiss the appeal, previously filed in this matter.

Injunction Standard

“An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the [appellant].” Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004). “For a preliminary injunction to be granted, the [appellant] must establish that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law.” Id., 361 S.C. at 121, 603 S.E.2d at 908.

In this matter, Appellant requests an injunction to restore water service to her apartment, to prevent future termination of water service, and to require Respondent to apply any utility subsidy funds toward Appellant’s utility account. However, the Court of Appeals should deny Appellant’s request for injunction because Appellant cannot establish that she will suffer irreparable harm and Appellant is unlikely to succeed on the merits.

No Irreparable Harm

First, Appellant cannot show that irreparable harm will befall her absent an injunction. Appellant acknowledges that the water service was only temporarily disrupted on December 11, 2025 but was promptly restored after eight (8) hours. Therefore, any harm done by the brief outage was repaired the same date and cannot be deemed “irreparable.” Without the threat of irreparable harm, Appellant cannot meet the standard for an injunction.

Appellant Unlikely to Succeed on Merits

Further, Appellant is not likely to succeed on the merits. The disruption in water service was caused by Appellant’s own breach of the Lease Agreement and Respondent has already moved for a dismissal of the appeal.

Appellant’s Lease Agreement requires her to place utilities in her own name and pay all utility charges when due. Appellant’s lease agreement states:

11. UTILITIES, SERVICES AND EQUIPMENT:

(a) Tenant agrees to pay all charges for the following utilities promptly when due: (check those that are responsibility of Tenant)

Water Sewer Electric

Tenant shall pay and be responsible for all services and utilities separately metered to the Unit. Tenant will deal with such utility and service companies individually, applying for such service or utilities in Tenants’ own name and paying any deposit that may be required by any utility company.

(Ex. A, Lease Agreement.)

Despite these clear obligations, Appellant has refused to apply to put utilities in her name, and the utilities remain in the name of the landlord. (Ex. B, Affidavit.) The recent disruption in water service was caused by Appellant’s own continued refusal to abide by the terms of the lease agreement. (Id.) Therefore, it would be improper to issue an injunction against Respondent related to Appellant’s own neglected obligations.

Next, Appellant misstates her entitlement to a utility allowance or subsidy. She is not the beneficiary of utility subsidies or allowances, and Respondent is not receiving any subsidy meant for her utilities. (Ex. B, Affidavit.) Appellant receives a credit for utilities which reduces her gross rent by the approximate amount of estimated utility charges for her unit size. (Id.) But the Lease

Agreement clearly obligates her to pay the utilities, and the Lease Agreement does not indicate that utilities are to be paid by any subsidy or funds paid on Appellant's behalf.

Appellant even acknowledged in her Motion for Injunctive Relief that Spartanburg Water also provided her notices urging her to place the utility account in her own name. (Motion for Injunctive Relief, Affidavit of Facts #5.) However, despite clear lease obligations and notices from the utility provider to place the utilities in her own name, Appellant has not done so. (Ex. B, Affidavit.) In fact, even despite ongoing litigation and appeal, Respondent has paid utility charges on behalf of Appellant in order to prevent any disruption in service. (Id.)

Last, Appellant is not likely to succeed on the merits of the appeal because the appeal should be dismissed. On December 16, 2025, Respondent has filed a motion to dismiss the appeal because Appellant failed to pay rent as promised in her undertaking and as ordered by the Court of Common Pleas. Respondent's grounds for its motion to dismiss are restated and incorporated herein.

Conclusion

There is no irreparable harm for an injunction to remedy, and Appellant is unlikely to succeed on the merits because Appellant has ignored her responsibility to pay utility charges and had not made payments as outlined in her undertaking. Therefore, an injunction would be improper, and the Court of Appeals should deny the motion and grant Respondent's motion to dismiss the appeal.

Respectfully submitted,

[Signature Line to Follow]

CASSIDY COATES PRICE, P.A.

s/Ross B. Plyler

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Dated: December 29, 2025

CAHEC MANAGEMENT, INC.
PO BOX 23589
COLUMBIA, SOUTH CAROLINA 29224-3589
(803) 788-3800

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg
LEASE AGREEMENT RD 515 APPROVED – (Revised September 2020)

THIS LEASE AGREEMENT (this "Lease") is made and entered into this date of 06-08-2025
by and between Westwood Townhouses ("Landlord"), whose mailing
address is [REDACTED] (Mailing Address of Apartment Office), by
its agent, CAHEC MANAGEMENT, INC., ("CMI") whose address is 7700 Trenholm Road Extension, Columbia
SC 29223 and Sylecia McIntyre ("Tenant"/"Resident").

Check here is the Community is NOT subject to Low Income Housing Tax Credit and/or Tax Exempt Bond regulations.

1. **PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Unit 028 ("Unit") in the
premises known as Westwood Townhouses (Name of Apartments for Unit) located at
[REDACTED] (Physical Address of Unit, also known as
"Community").

2. **NONDISCRIMINATION:** The Community is part of a property financed by the Rural Housing Service, which is part of
the USDA Rural Development (hereafter called "RHS" or the "Agency"). The Agency has the right to further verify information
provided by the applicant/Tenant. The Community is also subject to nondiscrimination provisions of Title VI of the Civil Rights Act
of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and
the Americans with Disabilities Act. Complaints may be directed to the Administrator, RHS, USDA, Washington, DC 20250.
However, complaints of Fair Housing violations may be sent directly to the Secretary of Housing and Urban Development,
Washington, DC 20410. In accordance with Federal civil rights law and USDA civil rights regulations and policies, Landlord is
prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression),
sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political
beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all
bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Complaints may also be
directed to Landlord by contacting the site manager, either in writing or in person, or by writing to CMI, Post Office Box 23589,
Columbia, SC 29224. The site manager can be contacted at his/her address of [REDACTED]
(property's office address); his/her phone number is (864) 578-8672 (office phone number); his/her email is
westwood@boyd-mail.com (office email). CMI is the entity authorized to act for and on behalf of the Owner for
purposes of service of process and receiving and receipting for demands and notice. (The name and address of the Registered Agent
for CMI, CT Corporation, 2 Office Park Ct., Suite 103, Columbia, South Carolina 29223).

June 8, 2025 *KN*

3. **TERM:** The term of this Lease shall be for one (1) year and shall commence on June 08, 2025, and end at
12:00 noon on June 30, 2026, unless terminated as hereafter provided. This Lease is renewable for successive terms
of one (1) year by written agreement signed by all parties and attached to this Lease unless Tenant is subject to
termination according to 7 CFR 3560.158 and 7 CFR 7 3560.159, or otherwise. The initial term and any successive
terms are referred to as the "Term."

4. **RENT:** Tenant covenants to pay Landlord rent of \$ 631.00 per month, payable in advance on or before the first
day of every month, the first and last month's rent to be prorated if applicable. The rent is
payable at Westwood Townhouses (name of property), or as Tenant may be advised
from time to time by Landlord by written notice. Tenant covenants to pay a a ten (\$10.00) dollar late penalty if Landlord
does not receive rent from Tenant on or before the tenth (10th) day of each month. IF RENT IS NOT PAID BY
THE TENTH (10th) OF EACH MONTH, LANDLORD MAY, AT ITS SOLE OPTION, TERMINATE THIS
LEASE AND HAVE SERVED AN EVICTION NOTICE IF REQUIRED OR DESIRED AND TAKE
OTHER APPROPRIATE LEGAL ACTION. Rent shall not be deemed received unless honored by the institution upon
which the check is drawn. Landlord may collect a fee in accordance with state law on any check that is not honored for
payment and all future payments will be made by money order. Any and all other amounts Tenant may owe to Landlord from
time to time pursuant to the terms of this Lease shall be deemed additional rent.

**NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT BY THE 10TH, LANDLORD CAN START TO HAVE
TENANT EVICTED AND MAY TERMINATE THIS LEASE, AS THIS CONSTITUTES WRITTEN NOTICE IN
CONSPICUOUS LANGUAGE IN THIS LEASE OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED
WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT
REMAINS IN THIS UNIT. THIS IS YOUR NOTICE.**

5. SECURITY DEPOSIT:

(a) Tenant hereby deposits \$ 200.00 as security hereunder. The deposit shall not exceed an amount equal to the net Tenant contribution for one month or basic rent, whichever is greater. Any refund of the security deposit shall be in accordance with Paragraph 5(b) below. All security deposits for this Community are held in a separate escrow account at FIRST CITIZENS (bank) in COLUMBIA (city), SC (state).

(b) Tenant acknowledges that, prior to tendering the security deposit, Tenant was presented with a comprehensive list of damages to the Unit, and was given the ability to inspect the Unit prior to occupancy to determine the accuracy of the list of damages. Within three (3) days after Tenant vacates the Unit, Landlord shall inspect the Unit and compile a comprehensive list of damages during Tenant's occupancy, which shall be the basis for any charge against the security deposit. Within thirty (30) days after termination of this Lease or Tenant vacates the Unit, whichever occurs last, Landlord shall return the security deposit to Tenant, less any amount deducted as permitted herein, to the last known address of Tenant via first class mail. If Landlord retains any or all of the security deposit, Landlord shall provide Tenant with a written statement listing the exact reasons for the retention. Landlord may retain the security deposit and apply it to items including, but not necessarily limited to the following:

- i. Any past-due rent or late fees owed by Tenant to Landlord.
- ii. Any funds expended by Landlord to place or maintain the Unit in the same condition as the Unit was in on the initial date of occupancy by Tenant, reasonable wear and tear excepted. If the amount of Tenant's security deposit is not sufficient to cover the cost of repairs, Tenant agrees to promptly reimburse Landlord for costs in excess of the original security deposit.
- iii. Unpaid utility charges or other bills incurred as a result of Tenant's occupancy.
- iv. Any breach or default by Tenant resulting in an uncured Lease violation.
- v. Costs for removing Tenant's personal property after Landlord obtains a writ of ejectment against Tenant.
- vi. Cost of replacing keys not returned at move-out.

Tenant acknowledges it is Tenant's responsibility to provide Landlord an accurate forwarding address. If the letter containing the security deposit refund is returned to Landlord undelivered and if Landlord is unable to locate Tenant after reasonable effort, then Landlord has no further duty, responsibility, nor liability as to the security deposit refund.

6. USE:

(a) The Unit shall be used for residential purposes only and shall be occupied only by Tenant and any persons listed in Paragraph 7 of this Lease. Tenant shall be responsible for maintaining the Unit in a clean, healthy, safe, and attractive condition, including the interior of the Unit itself and any adjoining patios, porches, or balconies. Tenant shall not permit the Unit to be used for any purpose which will injure the reputation of the Community. Tenant shall not use or permit anything upon the Unit or Community which will invalidate the insurance on the Community or increase the rate thereof.

(b) Tenant and members of Tenant's household or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including employees of the Owner's agent) in or near the Community; disturbing the Community business operations; engaging in or threatening violence; using or displaying firearms, BB guns, pellet guns, knives, slingshots, firecrackers and/or any comparable weapons or noise-makers within the Community; storing anything in closets having gas appliances; tampering with utilities or telecommunications, bringing hazardous materials into the Community; or injuring the Community's reputation by making bad faith allegations to others.

(c) It is understood that the use, possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, state, or Federal law) while in or on any part of this Community is an illegal act. It is further understood that such action is a material Lease violation. Such violations (hereafter called a "drug violation") may be evidenced upon the admission to or conviction of a drug violation.

(d) It is further understood that domestic violence will not be tolerated on Rural Housing properties, and such action is a material Lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the Unit in accordance with eligibility requirements.

(e) Landlord may require any Tenant or other adult member of the Tenant household occupying the Unit (or other adult or non-adult person outside the Tenant household who is using the Unit) who commits a drug violation or domestic violence to vacate the Unit permanently, within time frames set by Landlord, and not thereafter enter upon the Community or the Unit without Landlord's prior consent as a condition for continued occupancy by other members of the Tenant household. Landlord may deny consent for entry unless the person agrees to not commit a drug violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has completed a counseling or recovery program.

Landlord may require any Tenant to show evidence that any non-adult member of the Tenant household occupying the Unit, who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has completed a counseling or recovery program within time frames specified by Landlord as a condition for continued occupancy in the Unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the Unit, Landlord may require the person to be severed from Tenancy as a condition for continued occupancy by Tenant.

If a person vacating the Unit as a result of one of the foregoing policies is one of the Tenants, the person shall be severed from the tenancy and the Lease shall continue among any other remaining Tenants and Landlord. Landlord may also, at the option of Landlord, permit another adult member of the household to be a Tenant.

Should any of the above provisions governing a drug or domestic violence violation be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Tenant afforded by law.

7. **OCCUPANTS:** The designated occupants of the Unit are:

| | |
|-------------------------------|-------------------------------|
| NAME: <u>Sylecia McIntyre</u> | Birth date: <u>07/27/1992</u> |
| NAME: <u>[REDACTED]</u> | Birth date: <u>[REDACTED]</u> |
| NAME: <u>[REDACTED]</u> | Birth date: <u>[REDACTED]</u> |
| NAME: <u>[REDACTED]</u> | Birth date: <u>[REDACTED]</u> |
| NAME: _____ | Birth date: _____ |
| NAME: _____ | Birth date: _____ |
| NAME: _____ | Birth date: _____ |

Only the persons designated above (or as subsequently modified and agreed to by Landlord in writing) shall reside in the Unit. Persons not currently listed on the Lease who reside in the household for a period of fifteen (15) days in a forty-five (45) day-period shall be considered living in the Unit, and may be required to be added to the tenant certification at Landlord's election. A Tenant allowing an unauthorized person(s) to occupy the Unit is a material Lease violation, and may be cause for termination of the Lease, and writ of ejectment.

Although Tenant is permitted from time to time to have guests, Landlord reserves the right to require a recorded declaration of domicile or proof of domicile if Landlord suspects that a guest is, in fact, an unauthorized household occupant. Landlord's suspicion on this issue is justified if a person is making repeated visits with Tenant, or if there is one extended visit as noted above. Should Tenant fail to provide proof of other domicile for the guest, or if there is other evidence reasonably demonstrating that the guest(s) has become an unauthorized occupant in the Unit, then these events shall be deemed a material non-compliance with the Lease, and cause for termination of the Lease, and writ of ejectment.

8. **TENANT'S MAINTENANCE OF UNIT:**

(a) **ORIGINAL CONDITION:** The Unit and its appliances and fixtures shall be deemed to be clean and acceptable, in good good repair and operable, unless Landlord is given written notice within 48 hours of the commencement of the Term hereof. Landlord will provide Tenant with a written statement (Move-In Unit Inspection Report) of the condition of the Unit upon Tenant's initially entering into occupancy thereof and upon Tenant's vacating the same. With the Move-In Unit Inspection Report, Tenant shall be entitled to participate in the inspection, and Tenant will have the opportunity to note in writing any observed discrepancies, and both Landlord and Tenant will sign the Report. When vacating, Tenant may participate in the inspection of the Unit, upon request in writing given simultaneously with the notice of intent to vacate. Landlord will monitor the maintenance responsibilities pertaining to buildings and common areas for compliance with state and local codes, Agency rules, and fair housing requirements.

(b) **CLEANLINESS:** Tenant shall keep Unit and appliances and fixtures in a reasonably clean and tenantable condition. Upon vacating the Unit, Tenant shall leave them in the condition existing at the commencement hereof, ordinary wear from other than Tenant's deliberate or negligent misuse or abuse excepted, or pay Landlord for the cost of restoring said Unit, fixtures, and appliances to their original condition. Tenant is responsible for the trash around the immediate area of the Unit.

(c) **REPAIRS:** Tenant shall keep the Unit and the appliances and fixtures in as good repair as they are in at the commencement hereof, ordinary wear and tear excepted. Tenant shall pay the cost of service to any appliance or fixture, or of repairing any damage resulting from Tenant's deliberate or negligent misuse or abuse of the Unit and/or the appliances and fixtures or the Community of which they are a part, upon demand by Landlord.

(d) **ALTERATIONS:** No alterations or changes in or to the Unit or the appliances or fixtures shall be made without Landlord's prior written consent at Landlord's sole discretion. Tenant shall not paint or wallpaper any portion of the Unit without Landlord's prior written consent at Landlord's sole discretion. Tenant shall be responsible for the cost of restoring the Unit to its original condition if any such modifications are made without Landlord's prior written consent. All modifications to the Unit shall become the property of Landlord. A disabled Tenant may request a reasonable modification to the Unit which will be considered by Landlord in accordance with Landlord's reasonable accommodation and modification policy and applicable law.

(e) **FIXTURES AND APPLIANCES:** Tenant shall not use fixtures or appliances furnished by Landlord for any improper or unauthorized purposes. If Tenant does use such fixtures or appliances for any improper or unauthorized purpose, Landlord may after timely written notice charge Tenant for damages incurred due to the improper or unauthorized use of the fixtures or appliances, and Tenant shall pay the sum upon demand.

(f) **NOTIFICATION:** Tenant shall notify Landlord of any item becoming out of repair and of any roof leaks and spigot, pipe, or commode leakage. Tenant shall immediately notify the Site Manager in writing, by telephone, or in person of repairs needed.

(g) **DAMAGE:** Tenant will be responsible for the breakage of all glass, windows, and doors to the Unit regardless of how the same was broken (except breakage by Landlord or its employees or agents). Landlord will replace the broken glass at Tenant's expense. Tenant is responsible for all damages to the Unit and the Community caused by Tenant, Tenant's guests, and others under Tenant's control. Tenant agrees to not destroy, deface, damage, or remove any part of the Unit, common areas, or Community grounds. Deliberate or negligent misuse or abuse by Tenant or any person in the Unit with Tenant's permission, may be considered a material Lease violation, with all remedies available to Landlord. Tenant covenants to pay Landlord, upon demand after timely written notice, for any and all damage to the Unit and Community caused by Tenant, Tenant's guests, and others under Tenant's control. Tenant covenants to pay Landlord, upon demand after timely written notice, for any and all damage caused by Tenant to the Unit and the Community, to include, but not limited to, the lawn and shrubbery.

(h) **SMOKE DETECTOR: IF THERE IS A PROBLEM WITH TENANT'S SMOKE DETECTOR, IT IS TENANT'S RESPONSIBILITY TO NOTIFY THE SITE MANAGER IMMEDIATELY.** Tenant shall not tamper with the smoke detector. Landlord is responsible for maintaining the smoke detectors. Tenant will be responsible for the payment of any damages to the smoke detector caused by Tenant. If smoke detector is not operable due to tampering or if the smoke detector battery is dislodged or removed, there is a fifty (\$50.00) charge for repairing the damaged smoke detector or replacing the battery. Tampering with smoke alarms by Tenant will be considered a material breach and act of noncompliance under the Lease and dispossession proceedings may be brought against Tenant.

9. **LANDLORD'S MAINTENANCE OF COMMUNITY:** Landlord will maintain the building and any unassigned community areas in a decent, safe, and sanitary condition in accordance with local and county housing codes and regulations and RHS regulations, but failure to do so shall not be grounds for nonpayment of the sums due by Tenant to Landlord hereunder or the nonperformance of Tenant's other obligations hereunder, except that notwithstanding this provision, Landlord will comply with South Carolina Residential Landlord - Tenant law in affording Tenant all rights and means of redress indicated therein. Tenant shall promptly notify Landlord in writing of any accident to or defect in water pipes, gas pipes, electric wires or fixtures, and heating and cooling apparatus in order that Landlord may make the necessary repairs. Landlord shall not be liable for damages or inconvenience resulting from the unanticipated temporary breakdown or interruption of same.

10. **HOUSING ALLOWANCES:** A copy of the completed and approved Utility Allowance Form is attached hereto.

11. **UTILITIES, SERVICES AND EQUIPMENT:**

(a) Tenant agrees to pay all charges for the following utilities promptly when due: (check those that are responsibility of Tenant)

Water Sewer Electric Gas Trash collection

Tenant shall pay and be responsible for all services and utilities separately metered to the Unit. Tenant will deal with such utility and service companies individually, applying for such service or utilities in Tenant's own name and paying any deposit that may be required by any utility company. Landlord shall be responsible and pay for any utilities or services not individually metered to the Unit but served by a master meter (if applicable). For any utility or service which is master metered and paid by Landlord, Tenant is authorized to use only so much of such service or utility as is customary for the Unit. The flagrant wasting of energy by Tenant (such as the running of heating or air conditioning systems with the doors and/or windows open) shall be deemed grounds for termination of this Lease.

Failure by Tenant to maintain essential utilities will be grounds for termination of this Lease.

(b) Landlord agrees to furnish the following: (check those that are responsibility of Landlord)

Refrigerator Range HVAC Trash collection Other: _____

(Specify other major appliance/utility, if applicable)

12. **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign its leasehold interest or sublet the Unit in whole or in part under any circumstances.

13. **DESTRUCTION OF OR DAMAGE TO UNIT:** If during the Term the Unit or Community is damaged by fire or the elements, they shall be repaired by Landlord with reasonable diligence. If the damage is too extensive to enable Landlord to effect such repairs as are required to render the Unit fit for occupancy within forty-eight (48) hours after the damaging event, the rent shall cease from the date of damage until so repaired, and the tenancy shall not be terminated unless such repairs shall require more than sixty (60) days, in which event Tenant shall have the option of terminating the Lease; provided, that there shall be no cessation of rent if the damages shall have been the result of negligence, default, or willful act of Tenant or anyone occupying the Unit.

14. **CONDEMNATION:** Tenant hereby waives any injury, loss, or damage, or claim thereof against Landlord resulting from any exercise of a power of eminent domain over all or any part of the Community. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to Landlord. In the event substantially all of the Community shall be taken, this Lease shall terminate as of the date the right to possession vests in the condemning authority and rent shall be apportioned as of that date. In the event any part of the Community and/or building or buildings of which the Unit is a part (whether or not the Unit shall be affected) shall be taken as the result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of Landlord in its sole discretion, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Lease as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

15. **ABANDONMENT BY TENANT:** Either (i) the unexplained absence of Tenant from the Unit for a period of fifteen (15) days or more after default in the payment of rent or (ii) if Tenant has voluntarily terminated the utilities for the Unit and there is an unexplained absence of Tenant after default in payment of rent, then there shall be deemed an abandonment of the Unit, and this Lease may be immediately terminated by Landlord by written notice to Tenant, and Landlord may reenter and take possession of the Unit by eviction proceedings in accordance with South Carolina law. Tenant shall give the Site Manager prior notice of any planned absence from the Unit for a period of two (2) weeks or more.

16. **NOTICE:** Except as otherwise set forth herein, notice to Tenant shall be deemed given when given in writing and delivered in hand to Tenant or mailed to Tenant at the Unit registered or certified mail. Except as otherwise set forth herein, notice to Landlord shall be deemed given when in writing and mailed to **Westwood Apartments**

[REDACTED] by first class mail, postage prepaid. It is agreed and understood that CMI is acting only as an agent for Landlord and has no liability hereunder.

17. **OPERATING EXPENSES:** The parties hereby agree that in the event of an extraordinary increase or decrease in utility or operating expenses for which Landlord is responsible, Landlord may adjust the monthly basic and/or note rate rental payments upon approval by RHS and upon giving Tenant thirty (30) days written notice of such increase or decrease.

18. **ELIGIBILITY CERTIFICATION:**

(a) Tenant agrees that the household income, household composition, and other eligibility requirements shall be deemed substantial material factors of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that Tenant's obligation to report these things accurately and timely is a substantial material requirement of this Lease.

(b) Rents will be determined in accordance with (RD 3560-8) Tenant Certification.

(c) Eligibility will be in accordance with RD 3560 guidelines and maximum adjusted income for each particular county.

(d) Tenant understands that income certification is a requirement of occupancy and agrees to promptly provide any certification documents and income/asset verifications required by Landlord (usually income/asset verifications and names and ages of household members) to permit determination of eligibility and, when applicable, the monthly Tenant contribution to be charged.

(e) Tenants or members of Tenant's household may become ineligible after date of move-in when they fail to meet either the income or occupancy requirements for the Unit, or other eligibility requirements. Landlord agrees to promptly give a (30) thirty day written notice of such ineligibility, informing Tenant if the ineligibility can be cured, or if Tenant must vacate the Unit within thirty (30) days or at the end of the Lease Term (whichever is longer). In these instances, the Ineligible Lease Addendum will be executed and becomes a part of this Lease.

(f) Unit size will be determined in accordance with Landlord's occupancy guidelines as follows:

| Unit Size | Minimum | Desired Density | Maximum |
|---------------|---------|-----------------|---------|
| One Bedroom | 1 | 2 | 3* |
| Two Bedroom | 2 | 4 | 5* |
| Three Bedroom | 3 | 6 | 7* |
| Four Bedroom | 4 | 8 | 9* |

*cannot exceed local building codes.

Some exceptions may be made with RHS and/or Landlord approval. Such approval must be in writing and signed by the approval official. Such approval authorization becomes part of this Lease. Tenant may be temporarily assigned to a larger or smaller unit than indicated in the occupancy guidelines above. In this event, Tenant acknowledges and agrees that Tenant will be required to transfer to a correctly sized unit when one becomes available, and that Tenant must pay all costs associated with moving to the correctly sized unit. In addition, it is Tenant's responsibility to move to the next available appropriately sized unit if Tenant's household becomes over-housed or under-housed in Tenant's then-current unit. If Tenant is no longer eligible for occupancy under the foregoing occupancy rules or does not meet the criteria set forth in 7 CFR §3560.155(c) and (e), then Tenant must vacate the Unit within 30 days of being notified by Landlord that Tenant is no longer eligible for occupancy or at the expiration of this Lease, or whichever is greater, unless (1) The waiting list for the specific rental unit type has no eligible applicants; or (2) The required time period for vacating the unit would create a hardship on Tenant household.

(g) Tenant agrees that a recertification of income shall be made to Landlord annually from the date hereof; provided, however, that in any event Tenant shall recertify his income upon the execution of any subsequent agreement concerning the Unit.

(h) Tenant agrees to notify Landlord when changes occur in Tenant's income or assets, Tenant's qualifications for adjustments to income, or the number of persons living in the Unit. Tenant agrees that the monthly rental payment is subject to adjustment by Landlord to reflect such changes. Tenant agrees to be bound by such adjustments. Landlord agrees to give a thirty (30) day written notice of any such adjustment to Tenant when the new rent has increased and Tenant has complied with the re-certification process in a timely manner. A new Lease or Addendum will be executed at such time.

(i) Tenant agrees that Landlord must process a Tenant Certification whenever a permanent change of \$100 or more per month occurs in Tenant's income, Tenant's qualifications for adjustments to income change, or the number of persons living in the Unit changes. Landlord must recertify for such changes, including income changes of \$50 per month, if Tenant requests that such a change be made. Tenant agrees to supply Landlord information concerning such changes within thirty (30) days of such changes.

(j) Tenant agrees to pay RHS restitution when unauthorized assistance is received due to (1) Tenant's fraud or misrepresentation of Tenant's initial income certification or Tenant's recertification or in any other information furnished to Landlord, or (2) Tenant's failure to supply income recertifications when required or to supply information required by this Lease. All instances of unauthorized assistance are reported to RHS at the same time notice is sent to Tenant. Failure to repay such unauthorized assistance could result in the initiation of legal action by the Agency.

(k) Tenant understands that Tenant will no longer be eligible for occupancy in this Community if Tenant's income exceeds the maximum allowable adjusted income as defined periodically by the Rural Housing Service for South Carolina. Landlord agrees to give written notice to Tenant of Tenant's ineligibility to occupy the Unit due to income limitation. The Lease shall terminate at the end of the Lease term and Tenant shall agree to vacate the Unit at such end of Lease term, or within a thirty (30) day period, whichever is longer, unless eligibility can be established by approval of a waiver by RHS at the request of Landlord.

(l) Tenant agrees to notify Landlord within thirty (30) days of the occurrence of any change in income or assets, qualifications for adjustments to income, or the number of persons living in the Unit. Tenant understands that rent or benefits may be affected as a result of this information. Tenant also understands that failure to report such changes may result in loss of benefits to which Tenant may be entitled or may result in Landlord taking corrective action if benefits were mistakenly received. Tenant understands the corrective action Landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance or Section 8 assistance being received for the balance of Tenant's certification period, initiation of a notice to increase Tenant's monthly rent to current Note Rate Rent as approved by the Agency during the term of this Lease, or initiation of a notice of termination. Tenant understands that one or more of these remedies, or other appropriate remedies, may be initiated at the option of Landlord.

(m) Tenant understands that Tenant must promptly notify Landlord of any extended absences, and that if Tenant does not personally reside in the Unit for a period exceeding sixty (60) consecutive days, for reasons other than health or emergency, the net monthly Tenant contribution shall be raised to current Note Rate Rent as approved by the Agency during the term of this Lease for the period of Tenant's absence exceeding sixty (60) consecutive days. Tenant also understands that should any rental assistance be suspended or reassigned to other eligible tenants, Tenant is not assured that it will still be available to Tenant upon Tenant's return. Tenant also understands that if an absence continues, that Landlord may take the appropriate steps to terminate tenancy.

(n) **RENTAL ASSISTANCE:** (check the applicable section):

Tenant is participating in the USDA, RD Rental Assistance Program: Tenant understands and agrees that as long as Tenant receives rental assistance, the gross monthly Tenant contribution (as determined on the latest Form RD 3560-8, which must be attached to this Lease) for rent and utilities will be \$781.00 ("Gross Tenant Contribution"). If Tenant pays any or all utilities directly (not including telephone, Internet or cable TV), a utility allowance of \$150.00 will be deducted from the Monthly Tenant Contribution and the resulting net monthly contribution will be \$631.00 ("Net Contribution"). If the Net Contribution would be less than zero (0), Landlord will pay Tenant \$0. Tenant also understands and agrees that the Monthly Tenant Contribution under this Lease may be raised or lowered, based on changes in the household income or adjustments to income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this Lease. Should Tenant no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Landlord and the Agency expires, Tenant understands and agrees that the Monthly Tenant Contribution may be adjusted to no less than the current Basic Rent as approved by the Agency nor more than the current Note Rate Rent as approved by the Agency during the remaining term of this Lease, except that based on the escalation clause in this Lease these rates may be changed by an Agency approved rent change. Tenant understands that every effort will be made to provide rental assistance so long as Tenant remains eligible and the rental assistance agreement between the Landlord and Agency remains in effect. However, should this assistance be terminated, Tenant may arrange to terminate this Lease, giving proper notice as set forth elsewhere in this Lease.

Tenant is occupying Unit under Interest Credit Plan II: Tenant understands and agrees that Tenant's gross monthly contribution as determined on the latest Form RD 3560-8, which must be attached to this Lease, for rent and utilities will be \$781.00 ("Gross Monthly Contribution"). If Tenant pays any or all utilities directly (not including telephone or cable TV), a utility allowance of \$150.00 will be deducted from the gross monthly rent except that Tenant will pay not less than the basic rent or more than the note rate stated below. Tenant's net monthly rent will be \$631.00. Tenant understands that should Tenant receive rental subsidy benefits (interest credit) to which Tenant is not entitled, Tenant may be required to make restitution, and agrees to pay any amount of benefit to which Tenant was not entitled. Tenant also understands and agrees that the monthly Tenant rent under this Lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this Lease. Tenant's rent will not, however, be less than the current Basic Rent as approved by the Agency nor more than the current Note Rate Rent as approved by the Agency during the term of this Lease, except that based on the escalation clause in this Lease these rental rates may be changed by an Agency approved rent change and the adjustment clause in this Lease.

(o) LIHTC/TEB, WHEN APPLICABLE: In the event this Community is subject to provisions of Section 42 IRS as it pertains to Low Income Housing Tax Credit and/or Low Income Housing Tax Credit/Tax Exempt Bond, the following requirements are in effect as they relate to this Lease:

(i) Tenant must be, and remain, eligible under the provisions of this Lease; and

(ii) Tenant's eligibility shall be based upon the Low Income Housing Tax Credit/Tax Exempt Bond/RD515 Certification executed at initial occupancy, during the term of the Lease, if any, and upon each anniversary date of the original Lease. Tenant agrees to provide all information pertaining to income, assets, and household characteristics promptly when requested by the Landlord. Tenant certifies the accuracy of the information provided in connection with the examination or re-examination of the eligibility of the household of Tenant.

(iii) Based upon the Low Income Housing Tax Credit/Tax Exempt Bond/RD515 Certification after move-in, should Tenant be ineligible under the program guidelines, Tenant agrees to vacate the Unit within thirty (30) days after receiving notification of ineligible status.

(iv) Based upon the Tenant Certification in effect, Tenant understands that as long as the Unit and household are counted in the "qualified basis", the maximum rent chargeable is the restricted rent, as determined periodically by HUD, minus the Utility Allowance.

(p) PREPAYMENT OF RHS LOAN: In the event Owner prepays the Section 515 loan, Tenant will be afforded protections as provided for in accordance with current Agency regulations (7CFR 3560, subpart N).

(q) ESCALATION CLAUSE: Changes in basic and/or market rents prior to the expiration of this Lease are permitted.

Rent changes would normally be necessary due to changing utility and other operating costs. Tenant contribution may be changed prior to expiration of the Lease if the change is due to changes in Tenant status, as documented on the Tenant Certification form, or Tenant's failure to properly recertify. All changes must be approved by RHS according to RHS HB-2-3560 Chapter 7.

(r) In the event that Tenant is temporarily assigned a unit that is a designated accessible unit but neither Tenant nor other designated occupants require such accessibility, Tenant understands that the following is applicable: Tenant acknowledges that Tenant is occupying a designated accessible unit. Tenant acknowledges that priority for such units is given to those needing special physical design features. Tenant acknowledge that Tenant is permitted to occupy the unit until management issues a notice that a priority applicant is on the waiting list and that Tenant must move to another suitably sized vacant unit in the Community. Upon receiving this notice, Tenant agrees to move at Tenant's expense within thirty (30) calendar days to the suitably sized vacant unit within the Community when one is available. Tenant further understands that the rental rate will change, when appropriate, to the rental rate for the unit Tenant moves to and this Lease will be modified accordingly. If a suitably sized unit is not available in the Community within thirty (30) days, Tenant understands that Tenant may remain in the designated accessible unit until the first available unit in the Community becomes available and then Tenant agrees to move within thirty (30) days.

(s) Should any Federal subsidies paid to Landlord on behalf of tenants in the Community be suspended or canceled, due to a monetary or non-monetary default by Landlord, the monetary payment made by Tenant to Landlord (or, when applicable, the monetary payment received by Tenant from Landlord) shall not change over that which would have been required had the subsidy remained in place for the term of the Lease.

(t) In the event Agency determines the Owner in default of its loan on this Community and legal proceedings have been initiated, the following requirements are in effect as they relate to this Lease:

(i) The Tenant contribution must remain as if interest credit and/or rental subsidy were still in place and available had acceleration not occurred; and

(ii) The terms of the Lease will remain in effect until the date acceleration and/or foreclosure is resolved.

19. **PETS:** Tenant understands that pets are not allowed in the Unit unless this Community is designated as "Elderly" by the Agency, except for assistance animals for tenants with a verified disability. When verified, an addendum to the Lease will be executed outlining certain rules and regulations regarding assistance animals. Additional deposits are not required for assistance animals. Guests are prohibited from bringing pets into the Unit and the Community. Failure to comply will constitute grounds for termination of the Lease and a writ of ejectment.

20. **TENANT'S PERSONAL PROPERTY:** All personal property in the Unit shall be at the risk of Tenant only. Landlord recommends Tenant obtain insurance coverage ("renter's insurance") for Tenant's personal property. Tenant acknowledges that personal property is subject to loss by fire, theft, and other perils of man and nature, and Tenant acknowledges that Landlord will not be responsible for such losses to Tenant's personal property. A Tenant's obligation to abide by the terms of this Lease still exists during the time that Tenant's household personal possessions remain in the Unit after the Tenant household has personally ceased occupancy with the intent to vacate and leave the Unit, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provisions of State or local law.

21. **PEACEFUL ENJOYMENT:** Landlord covenants that Tenant, on paying the rent and performing covenants hereof, shall and may peaceably and quietly have, hold and enjoy Unit for the Term, subject, however, to the terms and conditions hereof, without hindrance or interruption by Landlord.

22. **REASONABLE ACCOMMODATIONS:** Tenants who meet the definition of disabled (definition attached to the apartment application that Tenant completed, or may be requested from the site manager) may have need of reasonable accommodations or modifications during the time covered by this Lease. Requests for reasonable accommodations and modifications may be made by contacting the site manager and obtaining the forms to be completed for approval consideration by Landlord. These requests may be for live-in assistants, accessible units with special design features, and/or modifications to the present Unit.

23. **CONDITION OF UNIT AT TERMINATION:** Tenant shall deliver up the Unit at the termination of this Lease in as good condition as the Unit is in on the commencement date of the Lease, reasonable wear and tear excepted. Any addition made or fixture added shall be left with the Unit and become the property of Landlord at termination of this Lease, whether such fixture was added with written consent of Landlord or done in violation of this Lease.

24. **INABILITY OF LANDLORD TO DELIVER POSSESSION:** Should Landlord be unable to deliver possession of the Unit on the commencement date of this Lease through no fault of Landlord's, Landlord shall not be liable to Tenant for any damages other than to rebate any advanced rent and damage deposit paid. If possession cannot be given within seven (7) days from the commencement date, this Lease, with written notice, may be terminated by either party.

25. **LANGUAGE:** In areas with a concentration of non-English speaking tenants, this Lease may be available to tenants in both English and the appropriate additional language, upon written request. In areas where it is not feasible for a copy of this Lease in other than English to be obtained, the name and address of an interpreter will be provided.

26. **TERMINATION OF LEASE:**

(a) Tenant shall be in default in the event of the happening of any of the following (hereinafter referred to singularly as "Event of Default"). For an Event of Default, Landlord may terminate this Lease, evict Tenant, recover actual damages and obtain injunctive relief, all as allowed by law:

(i) Tenant fails to timely make monthly payments of rent and late charges, or any of them, whether the same be demanded or not, and same are not paid when they become due or within ten (10) days thereafter;

(ii) Tenant fails to comply with this Lease or the rules and regulations of the Community other than the non-payment of rent and late charges;

(iii) Tenant's material failure to carry out obligations under the South Carolina Residential Landlord-Tenant Act;

(iv) Action or conduct by Tenant which disrupts the livability of the Community or adversely affects the health and safety of any person, or the right of any other occupant to the quiet enjoyment of the Unit or the Community, or which has an adverse financial effect on the Community or constitutes harassment of the management staff at the Community;

(v) Drug related criminal activity engaged in on or near the Community, by any Tenant, household member, or guest, or any such activity engaged in on the Community by any other person under Tenant's control;

(vi) Determination made by Landlord that a household member is illegally using a drug;

(vii) Determination made by Landlord that illegal use of drugs interferes with the health, safety, or right to peaceful enjoyment of the Unit by other tenants;

(viii) Criminal activity by a Tenant, any member of Tenant's household, or a guest or another person under Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the residences or Community by others (including other tenants and property management staff), regardless of whether the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has been arrested or convicted for such activity;

(ix) Tenant is fleeing to avoid prosecution or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual is fleeing;

(x) Tenant is violating a condition of probation or parole under Federal or State law;

(xi) Determination made by Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the Unit by other tenants;

(b) Any termination of this Lease by Landlord must be in accordance with USDA regulations, State and local law, and the terms of this Lease. Landlord shall give Tenant thirty (30) days' notice to vacate after Lease termination unless (i) the breach is for nonpayment of rent; or (ii) the severity of Tenant's Lease violation(s) is such that Landlord determines that Tenant is an immediate threat to the health or safety of Tenant himself or other members of the household, other tenants, guests, Landlord, Landlord's agents or staff, Landlord's property or other persons in the immediate vicinity of the Community.

(c) Notices of Lease termination from Landlord shall: (i) specify the date this Agreement will be terminated; (ii) state the grounds for termination with enough detail for Tenant to prepare a defense; and (iii) advise Tenant that he/she has 10 days within which to discuss the proposed termination with Landlord.

(d) The 10-day period set forth above will begin on the date the notice is served upon Tenant. If Tenant requests a meeting with Landlord, Landlord agrees to discuss the proposed termination with Tenant and advise Tenant of his/her right to defend the action in court.

(e) Any Tenant or household member who is a victim of domestic violence or sexual assault or stalking as defined under South Carolina law may terminate this Lease providing Landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the Landlord's receipt of the notice.

27. **LANDLORD'S RIGHT OF ENTRY:** In the event of emergency, Landlord may enter the unit at any time with or without notice. When Tenant has requested services in the unit, Landlord may enter the unit between the hours of 8:00 AM and 8:00 PM after announcing the intent to do so for the purpose of addressing the requested services. (Twenty-four hour notice is not required.) For providing regularly-scheduled periodic services, such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, Landlord may enter the unit between the hours of 9:00 AM and 6:00 PM after announcing the intent to do so. (Twenty-four hour notice is not required.) For other reasons and purposes, Landlord shall give Tenant at least twenty-four hours' notice of Landlord's intent to enter and may only enter at reasonable times. The reasons Landlord will need to enter the unit from time to time will include, but are not necessarily limited to the following:

(a) To inspect the Unit to determine whether Tenant is fulfilling the obligation to maintain the Unit as required of Tenant herein. Inspections for this purpose are made quarterly during a specified week between the hours of 9:00 AM – 6:00 PM. Tenant will be notified prior to inspections.

(b) To perform any preventive or routine maintenance to the Unit or Complex or as part of any pest control.

(c) To make necessary repairs, decorations, alterations or improvements to the Unit.

(d) To show the Unit to prospective or actual purchasers, mortgagees, Tenants, workmen, contractors, or governing agencies.

(e) To inspect when Landlord has reasonable cause to believe Tenant has abandoned or surrendered the Unit.

(f) After Tenant has provided a vacating notice, Landlord may enter the Unit for the purpose of inspection, cleaning, and redecorating if such work can be done without disturbance to Tenant or damage to Tenant's property.

(g) To conduct smoke detector tampering inspections. If smoke alarm is not operable due to tampering or if the smoke alarm battery is dislodged or removed, there is a fifty (\$50.00) charge for repairing the damaged smoke detector or replacing the battery.

(h) For any other reason or purpose from time to time, which Landlord may reasonably deem necessary.

28. **HUD SECTION 8 VOUCHER HOLDERS:** The household's tenancy is subject to compliance with the terms of this Lease. The agency issuing the HUD Section 8 Voucher may also require Tenant to execute its Lease. If Landlord terminates this Lease early due to Tenant's violations of this Lease, the agency that issued the Section 8 Voucher will be notified.

29. **TENANT GRIEVANCE PROCEDURES:** Tenant's grievance or appeal from Landlord's decisions relative to this Lease, and/or other adverse action, shall be resolved, if properly requested by Tenant, in accordance with procedures consistent with RHS HB-2-3560, CFR 3560.160 covering such procedures, such being posted and available for inspection at the site manager's office. Tenant may request a hearing within (10) calendar days after Tenant receives written notice of any adverse action. All changes to this Lease or any additional addenda executed thereof will not take effect until thirty (30) days following the date of execution by Tenant and Landlord. A copy of these rights will be given to Tenant at move-in and each renewal of this Lease.

30. **RULES AND REGULATIONS:** The following rules and regulations apply to all residents and their guests. Violations should be reported promptly to the Site Manager.

(a) **Motor Vehicles:**

i. The maximum speed limit in the Community is 15 mph. Tenant and guests of Tenant must comply with this regulation. Parking must be within the lined spaces: one vehicle per marked space. Although parking places are not assigned, please be respectful of your neighbors and advise your guests accordingly.

ii. Driveways, parking areas (except for cars), sidewalks, entrances, passageways, courts, stairways, walks, lawns, and hallways must be kept free and clear of obstacles at all times. No possessions of residents can be placed in common areas.

iii. Accessible parking spaces are designated at the property. All vehicles must have proper identification displayed to allow their vehicle to be parked in the designated spot.

iv. All motor vehicles belonging to Tenant and guests of Tenant shall be parked in the areas provided for parking.

v. Motor vehicles are prohibited from driving onto sidewalks and lawn/grass areas.

vi. Vehicles of any type without mufflers are prohibited at the Community. Furthermore, vehicles must be in good repair. Vehicles leaking any type of fluid may be towed at the owner's expense from the Unit and Tenant will be responsible for any damages.

vii. Washing and waxing of motor vehicles are not permitted unless the Community has a specific car wash amenity for such purposes. Mechanical work on motor vehicles is not allowed on Community grounds. No vehicles can be placed on blocks or dismantled while on Community grounds.

viii. Motorcycles and scooter bikes must be parked only in assigned areas. Such items cannot be stored in hallways, apartments, nor on sidewalks and lawns.

ix. Inoperable motor vehicles - including ones with flat tires, no license tag or an expired license tag are not permitted in the Community, and will be towed at the owner's expense.

x. No boats, trailers, etc., will be allowed on the Unit of the Community.

(b) Achieving Compatible Living in Common Areas: Harmony Among Residents:

i. The use of firearms, BB guns, pellet guns, slingshots, firecrackers and/or any comparable weapons (knives) or noise-makers within the Community is strictly prohibited.

ii. No loud noises or public nuisances will be tolerated in residential areas. No Tenant and/or Tenant's guest(s) will disturb others with unlawful noises. No nuisances shall be allowed upon the Community; and no use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Community by its residents will be tolerated. If law enforcement officers are called to resolve a disturbance, whether involving Tenant(s) and/or their guest(s), Tenant may receive a 30-day notice to vacate. However, if a tenant is a victim of domestic violence, dating violence, and/or stalking, such victims will be granted all protections mandated by law. Eviction proceedings may be initiated after two confirmed complaints are received about Tenant.

iii. Tenant shall maintain reasonable noise levels at all times. TV, radio, and stereo volumes shall not be played loudly to the extent of being heard outside of the room where the equipment is in use between the hours of 11:00 PM and 7:00 a.m.

iv. Music lessons are not permitted in apartments. Musical instruments must be played with due consideration for other residents.

v. Climbing on roofs, fences, dumpsters, and/or any other equipment is prohibited. Only authorized workers are allowed on any roof area or on any portion of the Community's external structures (fences, retaining walls, etc.).

vi. Signs, advertisements, and/or any other type of lettering will not be exhibited or affixed to any door, building, or elsewhere by Tenant.

vii. Mops, clothing, rugs, and/or other items shall not be hung outside of the Unit so as to be in the view of the public area. No clotheslines or clothes-drying structures are permitted outside of the Unit.

viii. Patios and balconies cannot be used as storage areas. No large appliances (such as freezers) or interior-type furniture can be placed on apartment balconies and patios.

ix. Exterior radio aerials, television antennae, satellite dishes, or similar items must be installed in accordance with FCC Guidelines and only in an area where Tenant has exclusive use, and wiring must be installed correctly, and with written Landlord permission.

x. All trash and garbage must be placed in the containers provided and not strewn on the Community. Dumpsters are conveniently located throughout each Community. Lids to these dumpsters should be kept closed. All items for disposal must be placed inside the dumpster. Dumpsters are for household items only. All furnishings including, but not limited to, couches, mattresses, tables, chairs, etc. are the responsibility of the household to remove. No dumping allowed.

xi. All necessary light bulbs for use in the Unit shall be furnished and installed by Tenant.

xii. Playing is only allowed in designated play areas.

xiii. Loitering on the Community is not allowed.

xiv. Alcoholic beverages are prohibited in all common areas.

(c) Structural Modifications/Alterations:

i. Tenant shall not make any structural modifications or alterations to an apartment, or remove any portion thereof, or make any additions thereto, or do anything that would jeopardize the safety or soundness of such units or buildings, adversely affect any of the common elements, or impair any easement, without first obtaining approval in writing from Landlord.

ii. Painting, staining, and/or any other interior alterations will not be permitted without written approval from Landlord. Painting or staining any exterior portion of the building, including patios and balconies, is not permitted.

iii. Appropriate picture hanging devices or small nails are to be used to hang pictures. Avoid using stick-on hangers and toggle bolts or a charge to Tenant upon move-out will be incurred for repairing walls. The hanging of flags and banners from apartments is prohibited, except that an American flag of reasonable size may be displayed appropriately and respectfully, subject to the discretion and approval of the Landlord.

iv. Only authorized personnel may adjust water valves and/or other common area equipment.

v. White backed drapes or white mini-blinds only are allowed to show from the outside.

vi. Water beds are not permitted.

(d) Keys, Rent Payments, and Collections:

i. In most instances, the Community is responsible for the mailboxes. An original set of keys to the mailbox will be provided upon payment of the first month's rent. All keys must be returned when Tenant vacates the apartment. If keys are not returned or replaced during tenancy, \$25.00 per mailbox key will be assessed. In certain localities, the Post Office is responsible for the distribution and maintenance of the postal service, keys, and mailboxes. Landlord shall provide tenant with the local Post Office contact information when this occurs.

ii. An original set of entrance door, and storage door where applicable, keys will be provided upon payment of the first month's rent. All keys must be returned when Tenant vacates the apartment. If the keys are not returned or replaced during tenancy, a charge of \$5.00 per door key will be assessed.

iii. If eviction proceedings are filed against Tenant a second time for non-payment of rent during any 12-month period, the eviction will not be stopped and Tenant must vacate the apartment.

iv. Tenant who have checks returned for non-sufficient funds will incur a NSF fee of \$30.00 (the fee charged to the Landlord by the bank), plus a late fee if applicable as described in Paragraph 4 of this Lease. After Tenant's second NSF fee, no checks will be accepted for payments. We will only accept money orders.

v. All monies submitted to the office must be check or money order. NO CASH WILL BE ACCEPTED.

(e) Safety Reminders:

i. Nothing shall be done or maintained in the Unit or upon any common or limited common area, which will result in the cancellation of insurance, or any increase in the rate thereof on any apartment, building, or grounds in the Community.

ii. At least one adult Tenant must be in attendance to supervise cooking.

iii. "Cookers" or crock-pots are not to be left burning or warming while no one is at home. Please be reminded that the range hood filters are to be cleaned on a frequent basis. Do not wrap the oven burners or the stove top drip pans in aluminum foil. Do not remove or tamper with the Firestop Range Queens located on the underside of the range hood.

iv. Handles of cooking containers must be placed away from the front of the stove to avoid accidents.

v. When cooking with grease, use extreme caution. It can become overheated quickly and originate a kitchen fire.

vi. Individual personal grills are not allowed. Check with management if the Community has a community grill area. No storage of flammable material is allowed. No burning of any trash is permitted.

vii. The burning of candles and/or incense is prohibited.

viii. Egress is defined as "a place or means of going out or exiting". In the event of an emergency, all means of egress or exit must not be blocked; therefore furniture may not be placed where it will impede means of egress (escape) if so designed.

ix. All trip hazards must be removed from the interior of the units. Specifically, electrical cords may not be across pathways, nor run up the interior of steps.

31. **SECURITY:** Tenant, all occupants, and guests must exercise due care for his or her own and others' safety and security, especially in the use of smoke detectors, deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. Tenant should dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord is not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord is not responsible for obtaining or failing to obtain criminal history checks on any tenants, occupants, guests, or contractors in the apartment community. If Tenant or any occupant or guest is affected by a crime, Tenant must make a written report to Landlord's representative and to the appropriate local law enforcement agency. Tenant also must furnish us with the law enforcement agency's incident report number upon request.

32. **MOLD AND MILDEW:** Tenant acknowledges that mold is found virtually everywhere in our environment, and consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Reducing moisture and using proper housekeeping practices significantly reduces the chance of mold and mold growth. Because mold occurs naturally and can grow almost anywhere, Landlord cannot guarantee that the Unit is, or ever will be, a mold-free environment. Tenant acknowledges that he/she will take the following actions to reduce the possibility of mold and mildew in the Unit:

Climate Control: Tenant agrees to use all air conditioning in a reasonable manner, and further agrees to use heating systems in moderation. Do not leave the fan in the ON position; always operate the HVAC system on AUTO. Summer thermostat settings should not be set higher than 78. Winter thermostat settings should not be set lower than 70. Note: The HVAC system must operate at all times. Do not turn off the HVAC system at any point, even if you are leaving your home for an extended period of time.

Tenant agrees to:

- (a) not close any HVAC vent register in order to direct air flow or for any other reason
- (b) keep the Unit clean, and regularly dust, vacuum and mop
- (c) use kitchen exhaust fan when cooking, cleaning and dishwashing

- d) keep Unit free of excessive furniture to allow proper ventilation
- e) inspect for leaks under sinks
- f) check all washer hoses if applicable
- g) regularly empty dehumidifier if applicable
- h) wipe down any and all visible moisture, including from windows and window sills
- i) avoid excessive amounts of indoor plants
- j) water all indoor plants outdoors
- k) use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture
- l) use ceiling fans if present
- m) wipe down bathroom walls, counters and fixtures after bathing/showering
- n) avoid air-drying dishes
- o) not "hang-dry" clothes indoors, or place wet items on doors
- p) open blinds/curtains to allow light into Unit
- q) ensure that all baths must have vinyl liner or shower curtain which should be inside bathtub when showering
- r) securely close shower doors during showering and leave bathroom and shower doors open after use
- s) use dryer for wet towels
- t) regularly use household cleaners on any hard surfaces
- u) remove any moldy or rotting food and remove garbage regularly

Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture in the Unit or fails to maintain the Unit in a clean condition, Tenant will be creating an environment that could result in mold growth. Tenant agrees to notify Landlord immediately of the following:

- (a) visible or suspected mold
- (b) moldy clothing
- (c) refrigerator leaks
- (d) all issues concerning the HVAC including pan overflows or drips from the line
- (e) leaks, moisture accumulations
- (f) moisture dripping from or around any leaks
- (g) musty odors
- (h) shower/bath/sink/toilet overflows
- (i) loose, missing, or failing grout/caulk
- (j) leaking faucets or other plumbing fixtures
- (k) discoloration of walls, baseboards, doors, countertops, or vents
- (l) leaks at window frames or on ceilings

Small areas of mold: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to clean the areas with soap (or detergent) and small amounts of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, PineSol Disinfectant®, Tilex Mildew Remover® or Clorox Cleanup®.

Illness; Damage to Personal Property: As to any illness or adverse health consequences whatsoever suffered by Tenant, any member(s) of Tenant's household, or guests, Tenant understands and agrees that Tenant and all Tenant's household members and guests occupy the Unit at their own risk. Tenant hereby agrees and warrants that Tenant will be solely responsible for any adverse health consequences and related costs suffered by Tenant, any members of Tenant's household, or guests, as a result of mold or other air-quality issues in the Unit, and that under no circumstances will Landlord be responsible.

Similarly, as to any damage or harm suffered to personal property belonging to Tenant, members of Tenant's household, or guests, Tenant understands and agrees that Tenant and all Tenant's household members and guests occupy the Unit at their own risk. Tenant hereby warrants and agrees that Tenant will be solely responsible for any and all damage caused by mold or other air-quality problems to personal property belonging to Tenant, members of Tenant's household, or guests, and that under no circumstances will Landlord be responsible. Furthermore, Tenant acknowledges the importance of maintaining "Renter's Insurance" for protection of personal property, and for liability coverage.

Furthermore, Tenant agrees to reimburse Landlord for any damage to the Unit resulting from acts or omissions of Tenant, members of Tenant's household, or guests which contribute to the presence of mold, or from Tenant's failure to notify Landlord of the presence of mold, or conditions which are conducive to the presence of mold. Tenant agrees to cooperate fully with Landlord in Landlord's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Landlord's request, vacating the Unit for such time as is necessary to allow for any investigation and corrective action deemed necessary by Landlord. If Tenant is required to vacate the Unit temporarily while mold is being remediated, Landlord may, but expressly will not be required, to abate Tenant's rent for the period Tenant was required to vacate, all at Landlord's sole discretion.

Tenant warrants that he/she has reviewed and understands his/her obligations under this Paragraph, and that Tenant's failure to abide by the terms of this Paragraph shall be a material default under the Lease. Landlord reserves the right to terminate the tenancy, and Tenant agrees to vacate the Unit in the event Landlord in its sole reasonable judgment determines that there is mold or mildew present in the Unit which may pose a safety or health hazard to Tenant or other persons and Tenant's actions or inactions are causing a condition which is conducive to mold growth. Tenant shall indemnify and hold Landlord harmless for damage or injury to persons or property or both as a result of Tenant's failure to comply with the terms of this Lease. Tenant agrees that Landlord may conduct inspections of the Unit at any time with reasonable notice.

33. **BED BUGS:** Landlord has inspected the unit and is aware of no bed bug infestation upon move-in by Tenant. Tenant has also inspected the unit prior to move-in, and sees no indication of bed bugs. Tenant(s) states that all furnishings and personal properties to be moved into the premises are free of bed bugs. Tenant(s) hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the Tenancy: Inspection. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting public places. After guests visit, inspect beds, bedding and upholstered furniture for signs of bed bug infestation.

(a) Duty to Report. Tenant shall report any problems immediately to the site manager. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of providing written notice to Tenant.

(b) Mandatory Cooperation. Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and treat the infestation.

(c) Bed Bug Treatment. In the event of a bed bug issue, Tenant must comply with recommendations and requests from Landlord and the pest control specialist prior to professional treatment, including but not limited to:

(i) Place all bedding, drapes, curtains, and small rugs in plastic bags for transport to laundry or dry cleaners.

(ii) Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Empty dressers, night stands and tightly seal washable items separately from non-washable items. Used plastic bags must be disposed of properly.

(iii.) Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.

(iv.) Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding them properly (outside of the unit). Use a brush attachment to dislodge eggs prior to vacuuming.

(v.) Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.

(d) Property Insurance. It is acknowledged that the Landlord shall not be liable to Tenant or others for any loss of personal property belonging to the Tenant, members of Tenant's household, or guests as a result of an infestation of bed bugs. It is strongly recommended that Tenant obtain personal property insurance ("Renter's Insurance") to cover such losses. It is also acknowledged that Landlord will not be liable to Tenant, members of Tenant's household, or guests for medical expenses or similar resulting from exposure to bed bugs. Tenant hereby expressly agrees to be responsible for all such losses, costs, and expenses. If Tenant is required to vacate the Unit temporarily to allow for treatment of bed bugs, Tenant understands and agrees that Tenant will nevertheless be responsible for full rent, with no abatement for the time Tenant was required to vacate.

(e) Cost of Treatment. It is understood and agreed that in most cases Resident will be responsible for the cost of treatment required for bed bugs in Resident's apartment. The Landlord will arrange all required treatment(s), as the Landlord has an established relationship and a preferential price structure with a trusted exterminator. However, the Resident may be responsible for all costs, which will be considered a damage charge. Tenant's repayment of costs to Landlord is due immediately after treatment is provided. Notwithstanding the Tenant's responsibility for costs, as a precautionary and preventive measure, the Landlord may elect to voluntarily pay for initial treatments required within a given apartment complex. (Under no circumstances will the Landlord ever pay for repeat treatments, if required.) Similarly, the Landlord may elect to allow Tenant to repay costs of treatment in monthly installments. These courtesies are entirely voluntary on the part of the Landlord, and will be provided solely at the Landlord's discretion, and should not be presumed nor expected by the Tenant.

34. **SMOKE FREE HOUSING:** Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

(a) **Smoke-Free Restrictions.** Tenant agrees and acknowledges that the Community, including the Unit to be occupied by Tenant and members of Tenant's household, has been designated as a smoke-free living environment. Tenant and members of Tenant's household, Tenant's guests or visitors shall not smoke within the Unit or within 25 feet of any building, common areas such as, but not limited to, gazebos, benches, playgrounds, and other amenities in the Community.

(b) **Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and/or in such conspicuous places as may be appropriate to effect implementation of this policy. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

(c) **Landlord is not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the Community as smoke-free, do not make Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Unit and the common areas of the Community. Landlord shall take reasonable steps to enforce the smoke-free terms of its leases; however, Tenant acknowledges that Landlord's ability to police, monitor, and enforce the no-smoking policy is dependent in significant part on compliance by the residents. Landlord specifically disclaims any implied or express warranties that the Community will have any improved air quality or higher air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Unit or the Community will be free from smoke. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking.

(d) **Effect of Violation and Right to Terminate Lease.** A violation of this Paragraph by Tenant, any member of Tenant's household, or any guest shall be a material breach of the Lease and an Event of Default and Landlord may exercise any and all remedies under this Lease for such breach.

35. **WAIVER AND AMENDMENT:** The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto.

36. **REMEDIES AND LIMITATION ON ACTIONS:** All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

37. **PRONOUNS:** For purposes hereof, any masculine pronoun shall include the feminine, any feminine pronoun shall include the masculine, any plural pronoun shall include the singular, and any singular pronoun shall include the plural pronoun.

38. **CAPTIONS:** Any headings preceding the text of any paragraph hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction, or effect.

39. **BINDING EFFECT:** The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective heirs, successors, legal representatives, and assigns. Should the Community of which the Unit is a part be sold to a buyer approved by RHS this Lease will be transferred to the new owner(s).

40. **SAVINGS CLAUSE:** If any provisions of this Lease are determined to be in conflict with the laws of the State of South Carolina, RHS regulations, or any other applicable law thereby making said provision(s) null and void, the nullity shall not affect the other provisions of this Lease which can be given effect without the said provision(s), and to this end, provisions of this Lease are severable.

[Acknowledgment and Signature Page Follows]

41. **ACKNOWLEDGEMENT:**

TENANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS LEASE, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS, AND THAT THE SITE MANAGER HAS EXPLAINED THESE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT HE/SHE MUST COMPLY IN ALL RESPECTS WITH THE TERMS AND PROVISIONS OF THIS LEASE AND ANY SUCH RULES AND REGULATIONS.

TENANT FURTHER ACKNOWLEDGES THAT IF HE/SHE HAS ENTERED THE COMMUNITY WITH A LETTER OF PRIORITY ENTITLEMENT (ISSUED BY RHS) AND IS TEMPORARILY OCCUPYING A UNIT FOR WHICH HE/SHE IS NOT OCCUPANCY ELIGIBLE, HE/SHE WILL MOVE TO AN ELIGIBLE UNIT WHEN AN ELIGIBLE UNIT BECOMES AVAILABLE CONSISTENT WITH PARAGRAPH 18(r) OF THIS LEASE. TENANT WILL EXECUTE THE INELIGIBLE LEASE CLAUSE IN THIS CASE AND IT BECOMES PART OF THIS LEASE.

Nothing contained in this agreement shall be construed as waiving any of Landlord's or Tenant's rights under the laws of the State of South Carolina. Tenant hereby understands that the property manager will verify, in writing through a third party, the information provided on the application and Tenant certification. Tenant also understands that RHS (The Agency) may verify through a third party the information concerning household wages, other income and expenses.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this instrument in duplicate the day and year first above written.

Landlord

Brittany Boland

DATE 6-8-25

Tenant

(Signed by all household members 18 & older)

Maria Zylka IT agent

DATE 06-08-2025

Attachments:

Form 3560-8, Tenant Certification

Utility Allowance Form

VAWA Addendum

Ineligible Lease Addendum, when applicable

Pet Regulations/Addendum, when applicable

Other as required: _____

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

| TENANT | LANDLORD | UNIT NO. & ADDRESS |
|------------------|---------------------|--------------------|
| Sylecia McIntyre | Westwood Apartments | [REDACTED] |

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is June 08, 2025 ^{KN} *Stm* ~~June 09, 2025~~. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Sylecia McIntyre
Tenant

Keisha M. Davis
Landlord

06-08-25
Date

06-08-25
Date

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town HomesRespondent.

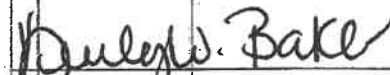
AFFIDAVIT OF KIMBERLY BAKER

PERSONALLY APPEARED BEFORE ME, Kimberly Baker, who, being duly sworn, deposes and says:

1. I am the Senior Regional Manager for CAHEC, Inc., the property management company for Westwood Townhomes, and I have personal knowledge of the facts contained herein.
2. I am familiar with the Lease Agreement between Westwood Townhomes and Sylecia McIntyre, dated June 8, 2025.
3. The lease agreement requires Sylecia McIntyre to apply to put all utilities into her own name at the beginning of the lease term and pay all charges for water, sewer, and electric utilities.

4. Sylecia McIntyre has refused to put the utilities in her name, and the utilities remain in the name of the landlord.
5. Utility bills and notices have been misrouted due to Sylecia McIntyre's refusal to put the utilities in her own name.
6. The landlord has paid some electricity and water utility bills for Sylecia McIntyre, in attempt to maintain utility service for her apartment.
7. Sylecia McIntyre receives a credit for utilities that reduces her gross rent amount from \$781.00 to \$631.00, but Westwood Town Homes does not receive funds for these utility costs in the form of a subsidy.
8. Sylecia McIntyre's rent amount (\$631.00 per month) reflects this credit based on estimated utility costs for her unit size. However, the lease agreement still requires Sylecia McIntyre to pay those utility costs.

BY:



Kimberly Baker

SWORN TO AND SUBSCRIBED BEFORE ME

29th day of December 2025



NOTARY PUBLIC FOR

MY COMMISSION EXPIRES: 1/4/27

Nancy L. Martin
My Commission Expires
January 04, 2027

RECEIVED

Dec 29 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

PROOF OF SERVICE

I hereby certify that I have served *Respondents' Return to Motion for Injunctive Relief* submitted to the Court for electronic filing, on this on this 29th day of December, 2025 and by mailing a copy to Appellant as follows:

Sylecia T. McIntyre, *Pro Se*
1855 East Main Street, Suite 14-219
Spartanburg, SC 29307

Ross B. Plyler
Cassidy Coates Price, PA
1052 North Church Street (29601)
P.O. Box 10529
Greenville, South Carolina 29603
Phone: 864-349-2600
rplyler@cassidycoates.com



Ross B. Plyler
rplyler@cassidycoates.com
864.349.2632

December 29, 2025

Sylecia T. McIntyre
1855 East Main Street, Suite 14-219
Spartanburg, SC 29307

RE: Sylecia McIntyre v. Westwood Town Homes
Appellate Case No. 2025-002087

Dear Ms. McIntyre,

Enclosed and hereby served upon you please find Respondent's Return and Proof of Service filed with the South Carolina Court of Appeals on December 29, 2025 with regards to the above referenced matter.

Please let me know if you have any questions regarding the enclosed.

With kind regards, I am,

Sincerely,

CASSIDY COATES PRICE

A handwritten signature in black ink, appearing to read 'R. Plyler', written over the printed name.

Ross B. Plyler, Counsel for the Respondent

Enclosures



Ross B. Plyler
rplyler@cassidycoates.com
864.349.2632

December 29, 2025

The South Carolina Court of Appeals
Clerk of Court
PO Box 11629
Columbia, South Carolina 29211

RECEIVED
Dec 29 2025
SC Court of Appeals

RE: Sylecia McIntyre v. Westwood Town Homes
Appellate Case No. 2025-002087

Dear Madam Clerk,

Enclosed please find for filing Respondent's Return and Proof of Service with regards to the above referenced matter.

Please let me know if you have any questions regarding the enclosed.

With kind regards, I am,

Sincerely,

CASSIDY COATES PRICE

A handwritten signature in blue ink, appearing to read 'R. Plyler'.

Ross B. Plyler, Counsel for the Respondent

Enclosures

Cc: Sylecia T. McIntyre