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Apr 24 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Perry H. Gravely, Chief Administrative Judge – Civil

2025-CP-23-6831

APPEAL FROM WEST GREENVILLE SUMMARY COURT
Jonathan A. Horne, Magistrate Judge

2025CV2310101556

Torques Mingo. Appellant

v.

Flats At Haywood. Respondent

SUPPLEMENTAL PLEADING TO RESPONDENT’S PETITION FOR A WRIT OF
MANDAMUS

Torques Mingo
75 Mall Connector Rd. Unit 203
Greenville, SC 29607
Pro Se Appellant

D. Andrew Turman, Esquire
P.O. Box 488
Gastonia, NC 28053
(704) 864-6751
Attorney for Respondent

NOW COMES RESPONDENT and Moves this Court to permit the supplement of their Petition pursuant to Rule 15(d), SCRCP due to Appellants subsequent violative activities of the Apartment Lease Contract (hereinafter “The Lease”) between the parties. In support of said Motion, Respondent shows the Court:

1. Respondent’s Petition for a Writ of Mandamus back to the West Greenville Summary Court, was filed March 18, 2026, and is presently awaiting a hearing date before this Court.
2. To date, Appellant has not responded to Respondent’s Petition.
3. The Petition seeks to have the West Greenville Summary Court enforce The Hon. Jonathan A. Horne’s Writ of Ejectment, signed November 12, 2025, but currently held in abeyance. (Ex. F)
4. Appellant resides at Apartment #203 at Flats at Haywood, 75 Mall Connector Rd., Greenville, SC 29607.
5. On April 7, 2026, the Greenville Fire Department had to come out Flats at Haywood due to an alarm being triggered. (Ex. L)
6. Their narrative report states:

Maintenance and GCFD crews searched floor two after finding light haze on the floor. Upon arrival of room 203, a haze and what appeared to be an odor of burned marijuana was found inside. (Ex. L, pp. 3-4)
7. This violates several provisions of the Lease and constitutes new grounds for eviction over and above the matter addressed by The West Greenville Summary Court. (Ex. M)
8. Specifically, Appellant has violated the No Smoking Addendum to the Lease (Ex M, pp. 30-31); the Crime/Drug Free Housing Addendum (Ibid. pp. 32) and engaging in

prohibited conduct. (Ibid. pp. 5, ¶20) Violation of these terms place Appellant in Default by Resident, subjecting him to eviction. (Ibid. pp 5, ¶32)

CONCLUSION

Respondent prays that the Court add to and consider the supplemental information contained herein to Respondent's earlier filed Petition.

Respectfully Submitted, this, the 24th day of April 2026.

A handwritten signature in blue ink, appearing to read "D. Andrew Turman", is written over a horizontal line.

D. Andrew Turman
SC State Bar No.: 68181
MULLEN HOLLAND & COOPER, P.A.
Attorneys for Respondent Flats at Haywood
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Gastonia, NC 28053-0488
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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

2025CV2310101556
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Flats At Haywood

PLAINTIFF(S)

Vs
Torques Mingo & All Occupants
75 Mall Connector Road Unit 203
Greenville, SC 29607

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

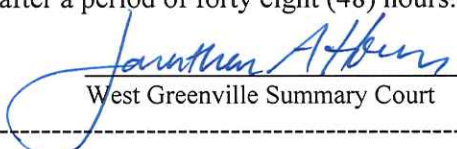
Upon Judgment of this Court, rendered on the 10th day of October, 2025, you are hereby Ordered to proceed to the premises located at **75 Mall Connector Road Unit 203 Greenville, SC 29607.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

November 12, 2025



West Greenville Summary Court

_____, being duly sworn state that:

- ☐ I personally served a copy of this Writ on _____, an occupant of the rental unit
- ☐ On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- ☐ On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- ☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- ☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- ☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

Incident Location: 75 Mall Connector Road

Incident Date: 04/07/2026

Incident City, State, Postal Code: GREENVILLE, SC 29607



Deploy NERIS Print Report

Details Reported by Dispatch

Dispatch Center ID: 6062

Incident Number: CF26-004315

Determinant Code: Auto Aid

CAD Comments



Incident Location: 75 Mall Connector Road

Incident Date: 04/07/2026

Incident City, State, Postal Code: GREENVILLE, SC 29607

Comments

04/07/2026 21:24:28Automatic By System [1] [Premise: 75 Mall Connector Rd [ViVo Living Apartment Homes BLDG A]] [Medium] [Gate Code] ----- BLDG CODE: 2756865 -----04/07/2026 21:24:28Automatic By System [2] [Premise: 75 Mall Connector Rd [ViVo Living Apartment Homes BLDG A]] [Medium] [MENTAL HEALTH] **PER A42 CHASE REF APT [REDACTED] CALLS IN CODE 02 CALLS REF 1088S AND 1082B**04/07/2026 21:24:28Automatic By System [3] [Address: 75 Mall Connector Rd [ViVo Living Apartment Homes BLDG A]] [Medium] [Gate Code] ----- BLDG CODE: 2756865 -----04/07/2026 21:24:28Automatic By System [4] [Premise: 75 Mall Connector Rd [ViVo Living Apartment Homes BLDG A]] [Low] [Other] PER A12 EAST: EMERGENCY CONTACT FOR THE PROPERTY IS MANAGER, KAREN KIRKSEY. SHE LIVES ON THE PROPERTY AND HER NUMBER IS [REDACTED] 04/07/2026 21:24:29Automatic By System [5] [Address: 75 Mall Connector Rd [ViVo Living Apartment Homes BLDG A]] [Low] [Other] PER A12 EAST: EMERGENCY CONTACT FOR THE PROPERTY IS MANAGER, KAREN KIRKSEY. SHE LIVES ON THE PROPERTY AND HER NUMBER IS [REDACTED] 04/07/2026 21:24:26WH201 [6] Multi-Agency EMS Incident #: 260407-02597204/07/2026 21:24:28WH201 [7] Multi-Jurisdiction FIRE Incident #: 260407-01708104/07/2026 21:24:28Automatic by System [8] [Address: 75 MALL CONNECTOR RD [ViVo Living Apartment Homes BLDG A]] PER A12 EAST: EMERGENCY CONTACT FOR THE PROPERTY IS MANAGER, KAREN KIRKSEY. SHE LIVES ON THE PROPERTY AND HER NUMBER IS [REDACTED] 04/07/2026 21:24:28Automatic by System [9] [Address: 75 MALL CONNECTOR RD [ViVo Living Apartment Homes BLDG A]] ----- BLDG CODE: 2756865 -----04/07/2026 21:24:28Automatic by System [10] [Premise: 75 MALL CONNECTOR RD [ViVo Living Apartment Homes BLDG A]] PER A12 EAST: EMERGENCY CONTACT FOR THE PROPERTY IS MANAGER, KAREN KIRKSEY. SHE LIVES ON THE PROPERTY AND HER NUMBER IS [REDACTED] 04/07/2026 21:24:28Automatic by System [11] [Premise: 75 MALL CONNECTOR RD [ViVo Living Apartment Homes BLDG A]] ----- BLDG CODE: 2756865 -----04/07/2026 21:24:28Automatic by System [12] [Premise: 75 MALL CONNECTOR RD [ViVo Living Apartment Homes BLDG A]] **PER A42 CHASE REF APT 323 [REDACTED] CALLS IN CODE 02 CALLS REF 1088S AND 1082B**04/07/2026 21:24:42WH201 [13] Automatic Case Number(s) issued for Incident #[260407-017081], Jurisdiction: Wade Hampton Fire. Case Number(s): WH26-000973 requested by EN87. [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:24:45PAGINGSERVICE [14] Paging Groups Notified:WH All Calls [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:24:47CP1227 [15] Automatic Case Number(s) issued for Incident #[260407-017082], Jurisdiction: City Fire. Case Number(s): CF26-004315 requested by EN1. [Shared]04/07/2026 21:25:19EM20319 [16] ***DELAY DUE TO SYSTEM STATUS*** [Shared 1, 260407-025972 - EMFIRE - 75 Mall Connector Rd]04/07/2026 21:27:13PAGINGSERVICE [17] Paging Groups Notified:AP [Shared 1, 260407-025972 - EMFIRE - 75 Mall Connector Rd]04/07/2026 21:30:05BAT1 [18] BAT1 At Scene at 4/7/2026 9:30:04 PM, Latitude: 34.8444823333333, Longitude: -82.3304968333333, Speed= 0.45 [Shared]04/07/2026 21:30:10R1 [19] R1 At Scene at 4/7/2026 9:30:09 PM, Latitude: 34.8444551666667, Longitude: -82.3306693333333, Speed= 0.41 [Shared]04/07/2026 21:30:39WH201 [20] 3 story complex nothing showing on a side [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:30:50WH201 [21] en87 on scene [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:31:08WH201 [22] investigating second floor [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:32:12EN88 [23] EN88 At Scene at 4/7/2026 9:32:11 PM, Latitude: 34.8437675, Longitude: -82.3305990833333, Speed= 0.46 [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:32:36WH201 [24] light haze in hallway [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:32:42WH201 [25] en88 on scene [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:32:47WH201 [26] 360 complete nothing showing [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:34:09WH201 [27] sq86 on scene [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:34:20WH201 [28] all whfd on scene [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:35:07WH201 [29] second floor, light haze unable to locate where it's coming from [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:35:11WH201 [30] no signs of heat [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:35:20WH201 [31] making access to second floor with knox key [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:38:45WH201 [32] still light haze on floor 2, going door to door trying to find it [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:39:23WH201 [33] sq86 and en88 can term and available [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:40:09WH201 [34] marijaina smoking on 2nd floor [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:40:27WH201 [35] can clear all whfd units [Shared 3, 260407-017081 - 69B - 75 Mall Connector Rd]04/07/2026 21:41:48EN1 [36] EN1 At Scene at 4/7/2026 9:41:47 PM, Latitude: 34.8446403333333, Longitude: -82.3300306666667, Speed= 0.08 [Shared]04/07/2026 21:43:33BAT86 [37] [FIRE] has closed their incident [260407-017081]04/07/2026 21:46:31MARVLIS [38] canceled by FD ems not needed [Shared 1, 260407-025972 - EMFIRE - 75 Mall Connector Rd]04/07/2026 21:46:31MDT [39] [EMS] has closed their incident [260407-025972]

Location as Reported by Dispatch

Zone Number: WH22 201

Dispatched Location: 75 Mall Connector Road a

City, State, Postal Code: GREENVILLE, SC 29607

Incident Details

Incident Date: 04/07/2026

Incident Number: CF26-004315

Incident Date: 04/07/2026 Page 2 of 8

Incident Location: 75 Mall Connector Road
Incident City, State, Postal Code: GREENVILLE, SC 29607

Incident Date: 04/07/2026

NERIS Incident ID: FD45045107|CF
26-
004315|177561
1468

Incident ID: CF26-004315

Primary Incident Type: No Emergency - Good Intent - Smoke From
Nonhostile Source (Smoke Scare)

Response Mode To Scene: Emergency

Primary Station: Greenville City
Fire
Department
Station 1 (1)

Shifts or Platoon: C

Incident Timeline

Alarm: 04/07/2026
21:24:47

First Unit Arrival : 04/07/2026
21:30:05

Incident Clear: 04/07/2026
21:54:45

In Service Date Time: 04/07/2026
21:54:45

Incident Location

Zone Number: WH22 201

Incident Location Type: Street address

Incident Location: 75 Mall
Connector
Road a

City, State, Postal Code: GREENVILLE, SC 29607-

Incident Location Use

Location Use Type: Residential - Temporary Lodging / Hotel /
Motel

Incident Actions

Incident Action Taken: Investigation

Incident Aid Given/Received

<u>Aid Given / Received</u>		<u>Aid Agency Name</u>
<u>Aid Direction</u>	<u>Aid Type</u>	
Given	Mutual / automatic aid in support of primary entity	Wade Hampton Fire Department (23327)

Incident Authorization

Member Making Report - Signature: Moffitt, Jacob
(290)

Officer in Charge - Signature: Moffitt, Jacob
(290)

Member Making Report: 290

Officer in Charge: 290

Incident Narratives

Primary Narrative: Engine 1, Rescue 1, Battalion 86, Engine 86, Engine 87, Ladder 88 and Engine 88 dispatched to the above location for a reported fire. Engine 1 arrived on scene to find a three story hotel with nothing showing. Rescue 1 arrived and assisted with investigation. Battalion 1 arrived and established command on the Bravo side. All WHFD arrived but staged on Mall connector. Maintenance

Incident Location: 75 Mall Connector Road

Incident Date: 04/07/2026

Incident City, State, Postal Code: GREENVILLE, SC 29607

and GCFD crews searched floor two after finding light haze on the floor. Upon arrival of room 203, a haze and what appeared to be an odor of burned marijuana was found inside. Rescue 1 and Engine 1 had staff reset pull station and restore fire alarm to system normal. All Wade Hampton fire apparatus available. Crews walked second floor again to ensure no additional smoke or odor present after reset. Nothing evident found. Rescue 1, Engine 1 and Battalion 1 available. Call complete.

Incident Location: 75 Mall Connector Road
Incident City, State, Postal Code: GREENVILLE, SC 29607

Incident Date: 04/07/2026

Outside Fire

Incident Location: 75 Mall Connector Road
Incident City, State, Postal Code: GREENVILLE, SC 29607

Incident Date: 04/07/2026

Cooking Fire Suppression

Incident Location: 75 Mall Connector Road
Incident City, State, Postal Code: GREENVILLE, SC 29607

Incident Date: 04/07/2026

Fire Exposure Details

Incident Location: 75 Mall Connector Road
Incident City, State, Postal Code: GREENVILLE, SC 29607
Incident Number: CF26-004315

Incident Date: 04/07/2026
Incident Date: 04/07/2026



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



Date of Lease Contract: March 10, 2025
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

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

Torques S. Mingo

and us, the owner: Vivo Living Greenville

(name of apartment community or title holder). You've agreed to rent Apartment No. 203, at 75 Mall Connector Rd

_____ (street address) in Greenville (city), South Carolina, 29607 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

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

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

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

3. LEASE TERM. The initial term of the Lease Contract begins on the 14th day of March, 2025, and ends at 11:59 p.m. the 28th day of February, 2026.

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

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 562.50, due on or before the date this Lease Contract is signed.

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

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

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1125.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at via payslip at CVS or Walmart

Prorated rent of \$ 653.23 is due for the remainder of the [check one]: ☒ 1st month or ☐ 2nd month, on March 14, 2025.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be ☒ 5 % of your monthly rent amount as stated in this Lease Contract or ☐ \$ _____. You'll also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, plus a late charge. The returned check charge shall not exceed \$30.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.

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

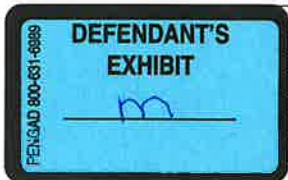
- ☒ water ☒ gas ☒ electricity ☐ master antenna
☒ wastewater ☒ trash ☒ cable TV
☒ other Pest control, internet

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

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

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

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



If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ 25000.00 and you shall provide us with proof of such insurance to our satisfaction.

If no box is checked, renter's insurance is not required.

Additionally, you are ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ 100000.00. If you or any member of your household, guest or invitee causes damages to the premises in an

amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed lease form.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 1125.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 46 (Move-Out Notice) or any other applicable law; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 11 (Early Move-Out) and 32 (Default by Resident) apply under this paragraph.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 46 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless otherwise required by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Notice of intent to terminate must be in writing and must be received by us at least five (5) days prior to your termination. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, upon at least five (5) days prior written notice to us, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may submit to us a written notice to terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may submit to us written notice to terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. RENTAL APPLICATION. You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract. You understand and agree that we reserve the right to check the criminal records of

you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, 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 our agents and employees) in or near the apartment community; disrupting our business operations; criminal activity of any kind, including, but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells,

or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 31 (Responsibilities of Owner), 46 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke-detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as may be required by law. During freezing weather, you must ensure that

the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

Crime or Emergency. 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. You should then contact our representative. Unless otherwise provided by law, we're not liable to you 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. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

- 25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. **WE DISCLAIM ALL IMPLIED WARRANTIES.** You'll be given an inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative within 48 hours after move-in. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

- 26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or

other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

- 27. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

- 28. WHEN WE MAY ENTER.** We (landlord and repairers, servicers, contractors, and other agents) must give you at least 24 hours notice of our intent to enter and may only enter at reasonable times, except in the event of the following:

- (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;
- (2) between the hours of 9 AM to 6 PM for the purpose of providing regularly scheduled periodic services (provided that prior to entering, we announce our intent to enter), such services including: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices, and the like;
- (3) between the hours of 8 AM to 8 PM for the purpose of providing services you request (provided that, prior to entering, we announce our intent to enter to perform services);
- (4) pursuant to court order;
- (5) where you fail to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and you fail to comply as promptly as conditions require in the case of emergency or within fourteen (14) days after written notice from us requesting you to remedy the breach within such time period;
- (6) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- (7) you have abandoned or surrendered the premises.

29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination,

repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and any deduction itemizations of multiple residents will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment).

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly, in writing, consent to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 14 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under

this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease as permitted by law.

Eviction. If you default, we have the right to seek ejectment in accordance with applicable law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. If your rent is delinquent we may terminate your tenancy upon written notice to you of nonpayment and intent to terminate your tenancy. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy and lockout fees, as provided under state statute, and attorneys' fees, to the extent allowable by law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority

to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights

isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default.

- 36. NOTICE.** Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding.
- 37. CABLE.** Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.
- 38. AFFIRMATION THAT YOU ARE NOT A CRIMINAL SEX OFFENDER.** You affirmatively state that you are not a criminal sex offender.
- 39. MISCELLANEOUS.**
- A. Exercising one remedy won't constitute an election or waiver of other remedies.
 - B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
 - C. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - D. This Lease Contract binds subsequent owners.
 - E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
 - F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
 - H. All lease obligations must be performed in the county where the apartment is located.
 - I. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- 40. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.
- 41. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which

we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

- 42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.
- 43. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- 44. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- 45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

- 46. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period, and should you attempt to do so, you will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move Out), 22 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term) even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.
- 47. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under paragraphs 11 (Early Move-Out) and 32 (Default by Resident), to the extent provided by law. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 49. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, including, but not limited to, and if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 27 (Animals); government fees or fines against us for violation (by you,



ADDITIONAL SPECIAL PROVISIONS
Becomes part of Lease Contract



DWELLING DESCRIPTION. 75 Mall Connector Rd

(street address), 203 (unit no. if applicable) in Greenville (city),
South Carolina, 29607 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: March 10, 2025

Owner's Name: Vivo Living Greenville

Residents (list all residents): Torques S. Mingo

Management is in the process of removing TV from the units. If your unit still has a TV remaining upon move-in you may choose to have it removed. If you choose to allow the TV to remain, we are not responsible, should it any issues arise with the TV. ALL PAYMENTS ARE TO BE MADE PAYABLE TO AM Realty LLC. NO PERSONAL CHECKS WILL BE ACCEPTED. MONTHLY RENT WILL NEED TO BE PAID ELECTRONICALLY VIA THE ONLINE PORTAL, PAYSLIP OPTION OR CASHIERS CHECK/MONEY ORDER. PMARKET RATE RENT PLUS A \$150 MONTH TO MONTH CHARGE WILL BE CHARGED FOR ANY AMOUNT OF TIME EXCEEDING THE CURRENT LEASE TERM UNLESS YOU ENTER ANOTHER SIGNED LEASE AGREEMENT. TENANT IS RESPONSIBLE FOR AFTER BUSINESS HOUR LOCKOUTS- LOCKSMITH AND DAMAGE CHARGES ARE TO BE PAID BY THE TENANT. IF A NEW LOCK IS INSTALLED, TENANT MUST PROVIDE COPY OF NEW KEY NEXT BUSINESS DAY. I grant my permission for representative(s) of AM Realty LLC to verify all information I may provide on future rental applications to other Landlords, law enforcement members, and/or Creditors. Further, I grant my permission for representatives of AM Realty LLC to provide the rental reference(s) to such future inquiring companies who may seek about my tenancy in this community. I fully understand the information released may be negative and may hurt my chances of having an application for credit and/or tenancy approved in the future and agree to hold AM Realty LLC and any and all of its representative(s), harmless in the release of such information provided the inquiry is accompanied by my signature.

Resident(s)
(All residents must sign)

Torques S. Mingo

Date of Signing Addendum

03/14/2025

Owner or Owner's Representative

Trina Landrum

Date of Signing Addendum

03/14/2025





ANIMAL ADDENDUM
Becomes part of Lease Contract



Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING DESCRIPTION.

75 Mall Connector Rd

(street address), 203 (unit no. if applicable) in Greenville (city), South Carolina, 29607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025

Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

The term of this Addendum is as follows:

Begins on _____ and ends on _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. A. ☒ NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

If you are found to have unauthorized animals in your unit, you may be subject to the following fees:

Initial charge of \$ _____ per animal, (not to exceed \$100 per animal) and, for every day the unauthorized animals are in the unit, a daily charge of \$ _____ per animal (not to exceed \$10 per day per animal).

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL.

If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. SECURITY DEPOSIT. An animal deposit of \$ _____

will be charged. We [check one] ☐ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one] ☐ does, or ☐ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. MONTHLY ANIMAL RENT. Your total monthly animal rent will be \$ _____. The monthly animal rent is due on the 1st day of each month with no grace period.

6. ADDITIONAL FEE. You must also pay a one-time, non-refundable fee of \$ _____ for the animal. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Page 2 of 3

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Torques S. Mingo

Owner or Owner's Representative
(Signs below)

Trina Landrum

Date of Signing Addendum

03/14/2025





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated March 10, 2025 between Vivo Living Greenville

("We" and/or "we" and/or "us") and Torques S. Mingo

("You" and/or "you") of Unit No. 203 located at 75 Mall Connector Rd (street address) in Greenville, SC 29607 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 35.00 per month.
- ☐ 3rd party billing company if applicable _____

b) **Sewer** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

c) **Gas** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.
- ☐ 3rd party billing company if applicable _____

d) **Trash** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.
- ☐ 3rd party billing company if applicable _____

e) **Electric** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 35.00 per month.
- ☐ 3rd party billing company if applicable _____

f) **Stormwater** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

g) **Cable TV** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 50.00 per month.
- ☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

i) **Internet** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

j) **Pest Control** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.
- ☐ 3rd party billing company if applicable _____

k) (Other) Technology Fee service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☒ If flat rate is selected, the current flat rate is \$ 20.00 per month.
- ☐ 3rd party billing company if applicable _____

- l) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ 44.45	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Water/Sewer combined is \$35 monthly. Cable/Internet combined is \$50.00 monthly. MANAGEMENT SHALL HAVE THE RIGHT TO CHANGE THE METHOD OF BILLING OR CALCULATING UTILITY AND SERVICE CHARGES BY GIVING RESIDENT 30 WRITTEN NOTICE OF THE CHANGE. MANAGEMENT SHALL HAVE THE RIGHT TO DESIGNATE OR CHANGE THE UTILITY OR SERVICE PROVIDER AT ANY TIME. ALL PAST DUE AMOUNTS FOR WATER, SEWER, GAS, OR TRASH SHALL BE CONSIDERED "ADDITIONAL RENT" UNDER THE LEASE.

Resident Signature	<u>Torques S. Mingo</u>	Date	<u>03/14/2025</u>
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Management	<u>Trina Landrum</u>	Date	<u>03/14/2025</u>





BED BUG ADDENDUM

Date: March 14, 2025
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 203, 75 Mall Connector
Rd
(street address) in
Greenville
(city), South Carolina, 29607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025
Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION.

You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





MOLD INFORMATION AND PREVENTION ADDENDUM
Becomes part of Lease Contract



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING DESCRIPTION.

75 Mall Connector Rd

(street address), 203 (unit no. if
applicable) in Greenville
(city), South Carolina, 29607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025

Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering

or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be





LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 203, 75 Mall
Connector Rd
 _____ (street address) in
Greenville
 (city), South Carolina, 29607
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025
 Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- you specify the new termination date in the notice, i.e., the date by which you'll move out;
- you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- you are not in default under the Lease Contract on the new termination date (move-out date);
- you move out on or before the new termination date and do not hold over;
- you pay us a buy-out fee (consideration) of \$ _____
- you pay us the amount of any concessions you received when signing the Lease Contract; and
- you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us

your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) ☐ is or ☐ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

If terminating the lease, a termination fee of one month's rent will be owed. Resident's failure to provide a required 60 day written notice to vacate and fulfill lease obligations, shall result rent being charged through the remainder of the lease term.

Resident or Residents
 (All residents must sign)

Torques S. Mingo

Owner or Owner's Representative
 (signs below)

Trina Landrum

Date of Lease Contract

March 10, 2025





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 203, 75 Mall
Connector Rd
Greenville (street address) in
(city), South Carolina, 29607
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025
Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **NUMBER AND SIZE.** You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
4. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
5. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
6. **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
7. **SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
8. **MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
9. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
10. **LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
11. **SECURITY DEPOSIT.** An additional security deposit of \$ _____ will be charged. We (check one) ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (check one) ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.





COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Vivo Living Greenville

Resident(s): Torques S. Mingo

Unit No (if applicable): #203, 75 Mall Connector Rd, Greenville, SC 29607

Address:

Lease Date: 03/10/2025

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable as permitted by law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 1 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 99 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No grills, smokers, etc. are allowed on the property. Do not store items in furnace room. All trash must be in bags that are securely tied and disposed of in the proper container. Trash must be brought to the community's compactor/dumpster area or kept inside his/her home. Trash and bulk trash items may NOT be left out for any reason. If resident does not comply with these rules, a fine per bag or item will be issued. Resident understands and acknowledges attending a social event sponsored by this community grants permission for the resident's picture or video, incidental to the event, to be used in whole or in part on our websites or in any or all marketing material.

I have read, understand and agree to comply with the preceding provisions.

<u>Torques S. Mingo</u>	<u>03/14/2025</u>		
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
<u>Trina Landrum</u>		<u>03/14/2025</u>	
Owner Representative		Date	



I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Torques S. Mingo

Owner or Owner's Representative
(signs here)

Trina Landrum

Date of Lease Contract

March 10, 2025





NO-SMOKING ADDENDUM



Date: March 14, 2025

(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING DESCRIPTION.

75 Mall Connector Rd

(street address), 203 (unit no. if applicable) in Greenville (city), South Carolina, 29607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025

Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

- 4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on the surrounding

community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the community. Smoking must be at least 30 feet from the buildings in the community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the community, there is no warranty or guaranty of any kind that your dwelling or the community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Resident or Residents
(All residents must sign here)

Torques S. Mingo

Owner or Owner's Representative
(Sign here)

Trina Landrum





CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING DESCRIPTION.

75 Mall Connector Rd

(street address), 203 (unit no. if applicable) in Greenville (city), South Carolina, 29607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025

Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

Resident or Residents
(sign here)

Torques S. Mingo

Owner or Owner's Representative
(signs here)

Trina Landrum

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident's unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

03/14/2025

Date of Signing Addendum

03/14/2025



1. DWELLING UNIT DESCRIPTION.

Unit No. 203, 75 Mall
Connector Rd _____ (street address) in
Greenville _____
(city), South Carolina, 29607
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 10, 2025
Owner's name: Vivo Living Greenville

Residents (list all residents):

Torques S. Mingo

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as “media.”

A. **Consent For Minor Occupants.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing

to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. RELEASE OF LIABILITY. To the extent provided by law, you hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

REVOCAION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Resident or Residents
(All residents must sign)

Torques S. Mingo

Owner or Owner's Representative
(signs below)

Trina Landrum

Date of Signing Addendum

03/14/2025



E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status	Signed
Document ID	494368610
Submitted	03/14/25
Total Pages	36
Forms Included	Apartment Lease Form, Additional Special Provisions, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Asbestos Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Addendum for Rent Concession, Renter's or Liability Insurance Addendum, No-Smoking Addendum, Crime/Drug Free Housing Addendum, Short-Term Subletting or Rental Prohibited, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum

PARTIES

Torques S. Mingo

signer key: 94a69620571366f08434981f9ac4ff35

IP address: 172.58.252.251

signing method: Blue Moon eSignature Services

authentication method: eSignature by email tmingo5@gmail.com

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 18_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) CriOS/133.0.6943.120 Mobile/15E148 Safari/604.*

Torques S. Mingo

Trina Landrum

signer key: 4f497ad2a088a623a221bbaa99a33883

IP address: 74.199.128.202

signing method: Blue Moon eSignature Services

authentication method: eSignature by email trina@amcharlotte.com

Trina Landrum

(Property Manager)

DOCUMENT AUDIT

1	03/14/25 09:47:51 AM CDT	Torques S. Mingo accepted Consumer Disclosure
2	03/14/25 09:50:09 AM CDT	Torques S. Mingo signed Apartment Lease Form
3	03/14/25 09:48:23 AM CDT	Torques S. Mingo signed Additional Special Provisions
4	03/14/25 09:48:24 AM CDT	Torques S. Mingo dated Additional Special Provisions
5	03/14/25 09:50:17 AM CDT	Torques S. Mingo signed Animal Addendum
6	03/14/25 09:48:44 AM CDT	Torques S. Mingo signed All-In-One Utility Addendum
7	03/14/25 09:48:45 AM CDT	Torques S. Mingo dated All-In-One Utility Addendum
8	03/14/25 09:49:06 AM CDT	Torques S. Mingo signed Bed Bug Addendum
9	03/14/25 09:49:08 AM CDT	Torques S. Mingo signed Mold Information and Prevention Addendum
10	03/14/25 09:49:10 AM CDT	Torques S. Mingo signed Asbestos Addendum
11	03/14/25 09:49:13 AM CDT	Torques S. Mingo dated Asbestos Addendum
12	03/14/25 09:49:15 AM CDT	Torques S. Mingo signed Lease Contract Buy-Out Agreement
13	03/14/25 09:49:18 AM CDT	Torques S. Mingo signed Satellite Dish or Antenna Addendum
14	03/14/25 09:50:20 AM CDT	Torques S. Mingo signed Community Policies, Rules, & Regulations

DOCUMENT AUDIT CONTINUED

15	03/14/25 09:50:21 AM CDT	Torques S. Mingo dated Community Policies, Rules, & Regulations
16	03/14/25 09:49:24 AM CDT	Torques S. Mingo signed Addendum for Rent Concession
17	03/14/25 09:49:30 AM CDT	Torques S. Mingo signed Renter's or Liability Insurance Addendum
18	03/14/25 09:49:55 AM CDT	Torques S. Mingo signed No-Smoking Addendum
19	03/14/25 09:49:44 AM CDT	Torques S. Mingo dated Crime/Drug Free Housing Addendum
20	03/14/25 09:49:45 AM CDT	Torques S. Mingo signed Crime/Drug Free Housing Addendum
21	03/14/25 09:49:36 AM CDT	Torques S. Mingo signed Short-Term Subletting or Rental Prohibited
22	03/14/25 09:49:39 AM CDT	Torques S. Mingo signed Package Acceptance Addendum
23	03/14/25 09:49:41 AM CDT	Torques S. Mingo signed Photo, Video, and Statement Release Addendum
24	03/14/25 09:50:23 AM CDT	Torques S. Mingo submitted signed documents
25	03/14/25 10:03:25 AM CDT	Trina Landrum accepted Consumer Disclosure
26	03/14/25 10:03:25 AM CDT	Trina Landrum signed Apartment Lease Form
27	03/14/25 10:03:25 AM CDT	Trina Landrum dated Additional Special Provisions
28	03/14/25 10:03:25 AM CDT	Trina Landrum signed Additional Special Provisions
29	03/14/25 10:03:25 AM CDT	Trina Landrum signed Animal Addendum
30	03/14/25 10:03:25 AM CDT	Trina Landrum dated Animal Addendum
31	03/14/25 10:03:25 AM CDT	Trina Landrum signed All-In-One Utility Addendum
32	03/14/25 10:03:25 AM CDT	Trina Landrum dated All-In-One Utility Addendum
33	03/14/25 10:03:25 AM CDT	Trina Landrum signed Bed Bug Addendum
34	03/14/25 10:03:25 AM CDT	Trina Landrum dated Bed Bug Addendum
35	03/14/25 10:03:25 AM CDT	Trina Landrum signed Mold Information and Prevention Addendum
36	03/14/25 10:03:25 AM CDT	Trina Landrum signed Asbestos Addendum
37	03/14/25 10:03:25 AM CDT	Trina Landrum dated Asbestos Addendum
38	03/14/25 10:03:25 AM CDT	Trina Landrum signed Lease Contract Buy-Out Agreement
39	03/14/25 10:03:25 AM CDT	Trina Landrum signed Satellite Dish or Antenna Addendum
40	03/14/25 10:03:25 AM CDT	Trina Landrum signed Community Policies, Rules, & Regulations
41	03/14/25 10:03:25 AM CDT	Trina Landrum dated Community Policies, Rules, & Regulations
42	03/14/25 10:03:25 AM CDT	Trina Landrum signed Addendum for Rent Concession
43	03/14/25 10:03:25 AM CDT	Trina Landrum signed Renter's or Liability Insurance Addendum
44	03/14/25 10:03:25 AM CDT	Trina Landrum signed No-Smoking Addendum
45	03/14/25 10:03:25 AM CDT	Trina Landrum signed Crime/Drug Free Housing Addendum
46	03/14/25 10:03:25 AM CDT	Trina Landrum dated Crime/Drug Free Housing Addendum
47	03/14/25 10:03:25 AM CDT	Trina Landrum signed Short-Term Subletting or Rental Prohibited
48	03/14/25 10:03:25 AM CDT	Trina Landrum dated Short-Term Subletting or Rental Prohibited
49	03/14/25 10:03:25 AM CDT	Trina Landrum signed Package Acceptance Addendum
50	03/14/25 10:03:25 AM CDT	Trina Landrum dated Package Acceptance Addendum
51	03/14/25 10:03:25 AM CDT	Trina Landrum signed Photo, Video, and Statement Release Addendum
52	03/14/25 10:03:25 AM CDT	Trina Landrum dated Photo, Video, and Statement Release Addendum
53	03/14/25 10:03:25 AM CDT	Trina Landrum submitted signed documents

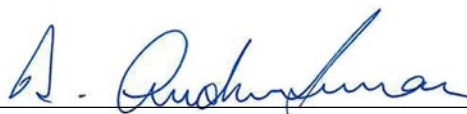
CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of April 2026, served a copy of the foregoing Amendment to Respondent's Petition for a Writ of Mandamus in the foregoing civil action by directing to the following individual(s) by electronically filing via the Court's electronic filing system and/or Electronic Mail and/or United States Mail, postage paid, in a properly addressed envelope addressed as follows:

Torques Mingo
75 Mall Connector Road, Unit 203
Greenville, SC 29607
kmingo07@yahoo.com
Pro Se Appellant

The Hon. Judge Horne
West Greenville Summary Court
301 University Ridge
Suite S-T600
Greenville, SC 29601

RECEIVED
Apr 24 2026
SC Court of Appeals



D. Andrew Turman
SC State Bar No.: 68181
MULLEN HOLLAND & COOPER, P.A.
Attorneys for Respondent Flats at Haywood
301 South York Street / P.O. Box 488
Gastonia, NC 28053-0488
Telephone: (704) 864-6751
Telecopier: (704) 861-9384