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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge
Case No. 2025-CP-10-02946

Appellate Case No. 2025-002543

Delores Walker,

Respondent,

v.

RE Carroll Management
Company, Harborstone LLC,
and Harborstone Apartments,

Appellants.

RECORD ON APPEAL

Matthew A. Hughes
FOX ROTHSCHILD LLP
2 West Washington Street
Suite 1100
Greenville, SC 29601

Attorney for Appellants

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CIVIL ACTION NO. 2025-CP-10-_____
DELORES WALKER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<u>SUMMONS</u>
	)	(JURY TRIAL DEMANDED)
	)	
	)	
RE CARROLL MANAGEMENT	)	
COMPANY, HARBORSTONE LLC,	)	
d/b/a HARBORSTONE APARTMENTS	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/ Dominick J. Callela, Esq.
Dominick J. Callela, Esq. (SC Bar No.: 105727)
Jeffrey W. Ward, Jr., Esq. (SC Bar No.: 102399)
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Attorneys for the Plaintiff

May 20, 2025
North Charleston, South Carolin

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CIVIL ACTION NO. 2025-CP-10-_____
DELORES WALKER,	)	
	)	<u>COMPLAINT</u>
Plaintiff,	)	(JURY TRIAL DEMANDED)
	)	
vs.	)	
	)	
RE CARROLL MANAGEMENT,	)	
COMPANY, HARBORSTONE LLC,	)	
d/b/a HARBORSTONE APARTMENTS	)	
	)	
Defendants.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANTS AND DEFENDANTS' ATTORNEY(S):

The Plaintiff above named complaining of the Defendants herein says as follows:

1. The Plaintiff, Delores Walker, is a citizen and resident of the County of Charleston, State of South Carolina.

2. That the Defendant, RE Carroll Management Company ("Carroll"), upon information and belief, is a foreign company incorporated in North Carolina authorized to conduct business in the County of Charleston, State of South Carolina and its registered agent with the South Carolina Secretary of State named as National Registered Agents, Inc. located at 2 Office Park Court, Suite 103, Columbia, South Carolina.

3. That the Defendant Harborstone, LLC ("Harborstone"), upon information and belief, is a foreign company incorporated in North Carolina authorized to conduct business in the County of Charleston, State of South Carolina and its registered agent with the South Carolina Secretary of State named as National Registered Agents, Inc. located at 2 Office Park Court, Suite 103, Columbia, South Carolina.

4. That Defendant Harborstone, LLC regularly conducts business in the County of Charleston, State of South Carolina under the name Harborstone Apartments.

JURISDICTION

5. The Court has subject-matter jurisdiction over the claims in this lawsuit under article V § 11 of the South Carolina Constitution and South Carolina Code § 14-5-350.

6. The Court has personal jurisdiction over the Defendant because the acts and omissions subject to this lawsuit occurred in South Carolina.

VENUE

7. Venue is proper in this circuit under South Carolina Code § 15-7-30 because the substantial acts and omissions alleged herein occurred in the County of Charleston, State of South Carolina.

FACTS

8. That at all times relevant, Defendants Carroll and Harborstone owned, managed, possessed, maintained, and controlled the Harborstone Apartments complex.

9. That at all times relevant, the Plaintiff was a tenant of Defendant Harborstone's apartment complex.

10. That on or about March 7, 2023, Plaintiff was a tenant of Defendants' apartment complex, living at 3825 Ladson Road, Apartment 1202, Ladson, South Carolina.

11. That at all times herein, Defendants owned, controlled, and maintained a trash compactor that Defendants obligated tenants, including Plaintiff, to dispose of their trash.

12. That on or about March 7, 2023, Plaintiff used Defendant Harborstone Apartments' trash compactor to dispose of her trash.

13. Upon information and belief, the Defendant Harborstone Apartments claimed to have repaired and installed a new door on the trash compactor prior to March 7, 2023.

14. Upon information and belief, Defendant Harborstone Apartments was aware that the claimed installation and repairs to the trash compactor door were incomplete, and the trash compactor remained in a defective and dangerous condition.

15. Upon and information and belief, Defendant Harborstone knowingly allowed tenants to continue with the use of the defective trash compactor, specifically the trash compactor's door.

16. That on or about March 7, 2023, as Plaintiff attempted to dispose of her trash in the trash compactor, the defective door opened at a high speed, causing significant injuries to the Plaintiff.

17. That the Plaintiff did not have any knowledge of the dangerous condition of the trash compactor prior to using it that day, and, in fact, Plaintiff and all other tenants of the complex had been told this particular trash compactor was in good working order and safe to use.

18. That the Defendant failed to warn its tenants, including Plaintiff, of the known dangerous hazards of operating the trash compactor.

PLAINTIFF'S FIRST CAUSE OF ACTION
(NEGLIGENCE)

19. Plaintiff hereby repeats and realleges as if verbatim paragraphs 1 - 18.

20. That Defendants and its agents owned, controlled, and maintained the trash compactor located in the common area of Harborstone Apartments.

21. That Defendants and its agents and/or employees negligently installed and maintained a trash compactor door that was dangerous, defective, and created a known hazardous condition for its tenants, including Plaintiff, on its premises.

22. That Defendants knew of the dangerous and hazardous condition and continued to instruct and allow its tenants, including Plaintiff, to use the trash compactor.

23. That Defendants had a duty to maintain and keep the trash compactor in a safe and working condition.

24. That the Defendants knew or should have known that by creating a dangerous and hazardous condition by failing to properly repair the trash compactor door could foreseeably cause its tenants, including Plaintiff, to significantly injure themselves by operating the defective equipment.

25. As the Defendants, RE Carroll Management Company and Harborstone, LLC, were negligent, grossly negligent, careless, reckless, willful and wanton in one or more of the following particulars, to wit:

- a. In failing to maintain the trash compactor in a safe and working condition;
- b. In knowingly creating an unreasonably dangerous condition;
- c. In failing to correct or eliminate the hazardous condition;
- d. In failing to warn its tenants, specifically Plaintiff, of the dangers and hazards posed by the then existing defective condition by posting proper warning signs, barriers, or blockades alerting its tenants to the unsafe, dangerous condition;
- e. Engaging in conduct that had willful and wanton disregard for the safety of a person;

- f. In failing to use the degree of care and caution that a reasonably prudent businessperson would have used under the circumstances;
- g. In violating the applicable policies and procedures relating to the maintenance, control, inspection, and repair of equipment, including the defective trash compactor; and
- h. In such other and further particulars as the evidence at trial may show.

26. That the Defendants careless, negligent, willful, wanton, reckless, and unlawful acts were the direct and proximate cause of the dangerous and hazardous condition and the resulting injuries and damages to Plaintiff.

PLAINTIFF'S SECOND CAUSE OF ACTION
(PREMISES LIABILITY)

27. Plaintiff hereby repeats and realleges as if verbatim paragraphs 1 – 26.

28. That Defendants, by and through their agents and/or employees, were responsible for the maintenance and safety of their premises.

29. That Defendants owed a duty of care to its tenants, including Plaintiff, to control and maintain their premises in a safe and habitable manner.

30. That Defendants and its agents and/or employees knew, or by exercising reasonable diligence, should have known or discovered the dangerous condition of the trash compactor on their premises.

31. That Defendants breached its duty when it failed to control, maintain, repair, or otherwise possess the trash compactor in a reasonably safe manner for their tenants.

32. That Defendants and its agents and/or employees knew, or by exercising reasonable diligence, should have known or discovered that the trash compactor's operation was a dangerous and hazardous condition.

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

- a. In failing to warn its tenants, specifically Plaintiff, to the unsafe condition and hazards of operating the defective trash compactor;
- b. In failing to place proper barriers, barricades, signage, or other warnings to alert tenants to a dangerous and defective condition on the premises;
- c. In failing to keep the premises in a safe and habitable condition;
- d. In failing to properly control, maintain, inspect, or repair the trash compactor;
- e. In having knowledge or failing to discover the unsafe condition of the trash compactor door, and failing to close, replace, or remove the defective condition from the premises.
- f. In failing to use the degree of care and caution that a reasonably prudent businessperson would have used under the circumstances; and
- g. In violating the applicable policies and procedures relating to the maintenance, control, inspection, and repair of equipment, including the defective trash compactor.
- h. In such other and further particulars as the evidence at trial may show.

34. That any one of more of which of the aforementioned negligent acts or omissions was the direct or contributing proximate cause of the injuries and damages suffered by the Plaintiff herein.

35. That as a direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful and wanton acts or omissions of the Defendant, the Plaintiff suffered the following injuries and damages:

- a. extensive pain, suffering, and discomfort;
- b. money spent for medical care and treatment, past, present, and future;
- c. emotional trauma and distress;
- d. loss of enjoyment of life

36. Plaintiff is informed and believes that she is entitled to judgment against the Defendants, jointly and severally, in such sum of actual damages that a trier of fact may determine, together with the costs of this action and for such other relief as this Court may deem just and proper.

37. Plaintiff demands a jury trial.

WHEREFORE, the Plaintiff prays for the following:

- i. Judgment against the Defendants, RE Carroll Management Company, and Harborstone, LLC for actual and punitive damages in an amount to be determined by the jury;
- ii. For the costs of this action; and
- iii. For such and further relief as this court deems just and proper.

[Signature block on next page]

Respectfully submitted,

MILLER, DAWSON, SIGAL & WARD, LLC

s/ Dominick J. Callela, Esq.
Dominick J. Callela, Esq. (SC Bar No.: 105727)
Jeffrey W. Ward, Jr., Esq. (SC Bar No.: 102399)
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Attorneys for the Plaintiff

May 20, 2025
North Charleston, South Carolin

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Delores Walker,

Plaintiff,

vs.

RE Carroll Management Company,
Harborstone LLC, d/b/a Harborstone
Apartments,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-02946

**NOTICE OF MOTION AND
DEFENDANTS' MOTION TO DISMISS
AND/OR COMPEL ARBITRATION IN THE
ALTERNATIVE**

TO: DOMINICK J. CALLELA, ESQ., ATTORNEY FOR PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that Defendants RE Carroll Management Company ("RECM") and Harborstone, LLC ("Harborstone"), by and through undersigned counsel, hereby move before the Presiding Judge of the Ninth Judicial Circuit at the Charleston County Courthouse on the tenth (10th) day after service of this Motion, or at such other time and place as may be convenient to the Court and counsel, for an Order dismissing the above-captioned action on the ground that the Court lacks subject matter jurisdiction due to the existence of a binding arbitration agreement. In the alternative, Defendants respectfully move for an Order compelling arbitration of all claims asserted in this action and staying all further proceedings in this Court pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

This Motion is made on the following grounds:

1. Paragraph 42 of the Apartment Lease Agreement ("Lease Agreement") between the parties, attached hereto as **Exhibit A**, provides that any claims, disputes, or other matters arising out of or relating to the Lease—or the relationship between

the Landlord and Resident created by the Lease—shall be resolved through binding arbitration.

2. Paragraph 42 of the Lease Agreement was separately initialed by Plaintiff with the initials “DW” on November 21, 2022, clearly demonstrating Plaintiff’s express acknowledgment and acceptance of the arbitration requirement.
3. The claims asserted in the above-captioned action, including alleged violations of the South Carolina Residential Landlord and Tenant Act and claims of negligence or gross negligence, arise directly from the Lease Agreement and the landlord-tenant relationship it created. These claims fall squarely within the scope of arbitrable disputes governed by the Lease.
4. The arbitration provision in Paragraph 42 is clear, unambiguous, and expressly states that arbitration shall proceed pursuant to the Federal Arbitration Act (“FAA”), which governs and validates such provisions under South Carolina law.
5. The Lease Agreement was executed in the ordinary course of RECM’s multistate property management operations and involved the use of instrumentalities of interstate commerce, including interstate communications, financial transactions, and contractual relationships with vendors, suppliers, and contractors. Accordingly, the arbitration clause is enforceable under the FAA.

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

[Signature Page to Follow]

Respectfully submitted,

CLAWSON AND STAUBES, LLC

s/Amanda M. Gaston

Amanda M. Gaston, Esq.

Bar No.: 104135

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: agaston@cslaw.com

Attorney for Defendants

EXHIBIT A

Apartment Lease Agreement - South Carolina

1. Parties:

- a. "Landlord": **Harborstone**
- b. "Resident": **John Clark, Delores Walker, Daniel Walker Jr.**
- c. "Guarantor(s)": (if applicable, see attached Guaranty of this Lease)
- d. "Permitted Occupants":
- e. "Apartment": **3825 Ladson Road Apt 1202, Ladson, SC 29456 (Resident's physical address)**
- f. "Premises": **Harborstone** (Name of Apartment Community). Located in **Charleston County, SC**

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

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

BASE MONTHLY RENT: \$1540.00	INITIAL TERM: Commencing: 01/25/2023 Expiration: 02/24/2024
-------------------------------------	--

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

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

Concession(s): Yes ☐ No ☒	
Concession Amount	Description
\$0.00	
\$0.00	
Miscellaneous Fees:	
(Short Term/Month-to-Month)	\$0
Facilities Charge (monthly)	\$40.00

TOTAL MONTHLY RENT:	\$1580.00
(Base Monthly Rent plus Total Additional Monthly Rents minus Monthly Concessions and Discounts)	

LATE FEES PER MONTH:	\$154.00
(Late Fee will be the greater of \$154.00 or 10% of the Base Monthly Rent if rent paid after the fifth (5 th) of month)	
Prorated Rent for Partial First Month:	\$356.77
[Equal to (Total Monthly Rent) / (days in calendar month) x (days remaining in first month)]	
DEPOSITS:	
Security Deposit:	Pet Deposit (Per Pet)
\$150.00	
TOTAL SECURITY DEPOSIT:	\$150.00

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

3. Term: The term of this Lease shall be for **13** months commencing **01/25/2023** and expiring **02/24/2024** ("Initial Term"). The Initial Term shall be renewed on a month-to-month basis unless either party provides the other party written notice of termination sixty (60) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any month-to-month tenancy. In addition, Landlord may notify Resident not less than sixty (60) days prior to the expiration of the Initial Term that rent for the renewal term shall be different than the Base Monthly Rent and or Total Monthly Rent stated herein ("Lease Renewal Notice"). In the event that Resident fails to provide Landlord with written notice of termination of Lease within 10 days after the date shown on the Lease Renewal Notice, the total monthly rent for the renewal term shall be the amount set forth in the Lease Renewal Notice. Resident acknowledges and agrees that any written notice of termination delivered under this Section 3 will not take effect until the last day of the Initial Term or on the last day of any subsequent month-to-month term, as applicable. Therefore, Resident may not terminate this Agreement before the last day of the Initial Term or a subsequent month-to-month term, as applicable, regardless of how many days written notice is given by Resident to Landlord and any attempt to terminate the Lease prior to the last day of the Initial Term or month-to-month term, except as explicitly permitted by the terms of this Lease, shall be a breach of this Agreement by Resident and the Landlord shall have the right to avail itself the remedies set forth in Section 27 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Table 18(a):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Resident's Duties upon Termination: Upon any termination of the tenancy created hereby, whether by the Landlord or Resident, and whether for breach or otherwise, the Resident shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Landlord Initials

Resident Initials:

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

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

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

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

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

a material breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, this Lease is signed in two counterparts this 01/25/2023 day of 01/25/2023 with a signed counterpart being retained by the Landlord and by Resident.

	11/24/2022
Resident	Date
	11/22/2022
Resident	Date
Resident	Date

	11/21/2022
Resident	Date
Resident	Date
Resident	Date
	11/25/2022
Landlord:	Date
Authorized Agent of RE Carroll Management Company	

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Delores Walker,

Plaintiff,

vs.

RECM Management Company,
Harborstone LLC, d/b/a Harborstone
Apartments,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-02946

ANSWER TO COMPLAINT

TO: DOMINICK J. CALLELA, ESQ., ATTORNEY FOR PLAINTIFF

The Defendants, above-named, answering the Complaint of the above-named Plaintiff, allege and say as follows:

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

1. That upon information and belief, the Defendants admit the allegations contained in Paragraph 1 of the Complaint.

2. In response to the allegations contained in Paragraph 2 of the Complaint, Defendants admit that RE Carroll Management Company ("RECM") is a professional property management company incorporated under the laws of the State of North Carolina, with its principal place of business in Greensboro, North Carolina, and that it was engaged in the management of multifamily residential dwellings in Charleston County, South Carolina, at all times relevant to this action. Defendants deny any remaining allegations inconsistent with this limited admission.

3. In response to the allegations contained in Paragraph 3 of the Complaint, Defendants admit that Harborstone, LLC (“Harborstone”) is a limited liability company organized under the laws of North Carolina, with its principal place of business in Greensboro, North Carolina, and that it was engaged in the ownership and operation of multifamily residential dwellings in Charleston County, South Carolina, at all times relevant to this action. Defendants deny any remaining allegations inconsistent with this limited admission.

4. In response to the allegations contained in Paragraph 4 of the Complaint, the Defendants admit that Harborstone conducted business in Charleston County under the name Harborstone Apartments. Defendants deny any legal conclusions or characterizations of fact inconsistent with this admission.

5. Defendants deny the allegations of Paragraph 5 to the extent they assert conclusions of law. Defendants admit only that this Court may exercise jurisdiction subject to any applicable contractual provisions, including a valid and enforceable arbitration agreement, which Defendants expressly preserve and do not waive.

6. Defendants deny the allegations of Paragraph 6 to the extent they assert conclusions of law. Defendants admit only that certain acts alleged by Plaintiff occurred in South Carolina, but deny any implication of liability.

7. Defendants deny the allegations of Paragraph 7 to the extent they assert conclusions of law. Defendants specifically preserve all rights under any enforceable arbitration agreement.

8. The Defendants admit that Defendants admit that, at all times relevant hereto, Harborstone Apartments, located in Charleston County, South Carolina, was

among the properties managed by RECM. To the extent this limited admission is inconsistent with the remaining allegations of Paragraph 8, if any, the same are denied.

9. That upon information and belief, Defendants admit that Plaintiff was a tenant at Harborstone Apartments.

10. That upon information and belief, Defendants admit that Plaintiff resided at 3825 Ladson Road, Apartment 1202, Ladson, South Carolina, on or about March 7, 2023.

11. The Defendants admit that a trash compactor was maintained on the premises and made available to tenants for disposal of trash. Defendants deny the remaining allegations of Paragraph 11.

12. The Defendants lack sufficient information to form a belief as to the allegations of Paragraph 12 of the Complaint.

13. The Defendants admit only that maintenance was performed on the trash compactor prior to March 7, 2023, but deny the remaining allegations of Paragraph 13, including any suggestion that such repairs were incomplete or defective.

14. The Defendants deny the allegations of Paragraph 14 of the Complaint.

15. The Defendants deny the allegations of Paragraph 15 of the Complaint.

16. The Defendants lack sufficient information to form a belief as to the allegations of Paragraph 16 of the Complaint.

17. The Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18. The Defendants deny the allegations contained in Paragraph 18 of the Complaint.

19. Defendants repeat and reassert their responses to Paragraphs 1 through 18 as if fully set forth herein.

20. Defendants admit they owned and managed the trash compactor, but deny any negligent conduct.

21. The Defendants deny the allegations of Paragraph 21 of the Complaint.

22. The Defendants deny the allegations of Paragraph 22 of the Complaint.

23. That the allegations of paragraph 23 of the Complaint are conclusions of law, and the Defendants are not required to answer the same.

24. The Defendants deny the allegations of Paragraph 24 of the Complaint.

25. The Defendants deny the allegations of Paragraph 25 of the Complaint, including each and every subpart (a) through (h).

26. The Defendants deny the allegations of Paragraph 26 of the Complaint.

27. The Defendants repeat and reassert their responses to Paragraphs 1 through 26 as if fully set forth herein.

28. In response to the allegations contained in Paragraph 28 of the Complaint, the Defendants admit that they were responsible for maintaining the common areas of the apartment complex, but deny any liability.

29. That the allegations of paragraph 29 of the Complaint are conclusions of law, and the Defendants are not required to answer the same.

30. The Defendants deny the allegations of Paragraph 30 of the Complaint.

31. The Defendants deny the allegations of Paragraph 31 of the Complaint.

32. The Defendants deny the allegations of Paragraph 32 of the Complaint.

33. The Defendants deny the allegations of Paragraph 33 of the Complaint, including each and every subpart (a) through (h).

34. That the allegations of paragraph 34 of the Complaint are conclusions of law, and the Defendants are not required to answer the same.

35. The Defendants lack sufficient information to form a belief as to the allegations of paragraph 35 of the Complaint, including subparts (a) through (d).

36. The Defendants deny the allegations of Paragraph 36 of the Complaint.

37. In response to the allegations contained in Paragraph 37 of the Complaint, Defendants admit that Plaintiff has demanded a jury trial but deny that she is entitled to one in light of the binding arbitration agreement.

38. The Defendants deny the allegations contained in Plaintiff's WHEREFORE Paragraph of the Complaint, including subparts (i) through (iii).

FOR A FIRST AFFIRMATIVE DEFENSE

(Arbitration and Waiver of Judicial Remedies)

39. The Defendants assert that Plaintiff's claims are subject to mandatory arbitration pursuant to the binding arbitration clause contained in the Apartment Lease Agreement between the parties. Defendants hereby demand enforcement of the arbitration provision, dismissal or stay of this action, and referral of Plaintiff's claims to arbitration.

FOR A SECOND AFFIRMATIVE DEFENSE

(Incorporation of Affirmative Defenses)

40. The undersigned denies each and every allegation of the Complaint, asserts those affirmative defenses set forth in Rule 8 of the South Carolina Rules of

Civil Procedure, contests service and personal jurisdiction, and raises those defenses set forth in Rule 12, all to the extent they are applicable.

FOR A THIRD AFFIRMATIVE DEFENSE

(Reliance on Other Defenses)

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

FOR A FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

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

FOR A FIFTH AFFIRMATIVE DEFENSE

(Intervening Acts of Third Parties)

43. That the injuries or damages sustained by the Plaintiff, if any, were due to and caused by and were the direct and proximate result of the intervening and superseding acts of third parties not affiliated with Defendants and not under their domain or control.

FOR A SIXTH AFFIRMATIVE DEFENSE

(Comparative Negligence)

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

FOR A SEVENTH AFFIRMATIVE DEFENSE

(Comparative Negligence Reduction)

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

WHEREFORE, having fully responded to the Complaint, Defendants respectfully request that the Court dismiss the Complaint in its entirety or, in the alternative, enforce the arbitration provision and stay this action pending arbitration. Defendants further request an award of their costs and disbursements incurred herein, together with such other and further relief as the Court may deem just and proper.

[Signature Page to Follow]

CLAWSON AND STAUBES, LLC

s/Amanda M. Gaston

Amanda M. Gaston, Esq.

Bar No.: 104135

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: agaston@cslaw.com

Attorney for Defendants

Charleston, South Carolina
June 26, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO: 2025-CP-10-02946
DELORES WALKER,	)	
	)	MEMORANDUM IN OPPOSITION
Plaintiff,	)	TO DEFENDANTS MOTION TO
	)	DISMISS AND COMPEL ARBITRATION
	)	
vs.	)	
	)	
RE CARROLL MANAGEMENT	)	
COMPANY, HARBORSTONE LLC,	)	
HARBORSTONE APARTMENTS	)	
	)	
Defendants.	)	
_____	)	

COMES NOW Plaintiff, Delores Walker, by and through her undersigned counsel, hereby submits this Memorandum in Opposition of Defendant's Motion to Dismiss and Compel Arbitration. For the reasons stated herein, Plaintiff respectfully requests that Defendant's Motion to Dismiss and Compel Arbitration be denied. Defendant relies on the arbitration provision in the lease agreement and between Plaintiff and Defendant, the Federal Arbitration Act (FAA), and the S.C. Uniform Arbitration Act, S.C. Code Ann. §15-48-10 et. seq. However, Defendant's reliance is misplaced as the Plaintiff lacked any meaningful choice in agreeing to arbitrate and the arbitration clause is unconscionable and therefore unenforceable.

FACTS OF THE CASE

On March 7, 2023, Plaintiff, Delores Walker, was disposing waste into the trash compactor, located in the common area of the apartment complex owned by Defendant, Harborstone Apartments, LLC, d/b/a Harborstone Apartments, when the trash compactor door opened at a high rate of speed, causing Plaintiff to suffer significant injuries to her fingers and

hand. See Complaint ¶16. Plaintiff filed this lawsuit against Defendant in Charleston County Court of Common Pleas on May 20, 2025. Defendant filed an Answer to Plaintiff's Complaint on June 26, 2025. Defendant filed Motion to Dismiss and Compel Arbitration on June 26, 2025. Plaintiff has since sent Defendant discovery requests, which Defendant has not yet responded to. Defendant is involved in another lawsuit regarding the same lease, arbitration clause, and injuries sustained from the same trash compactor, as Plaintiff in this claim. See *Tina Ferrier v. Harborstone, LLC d/b/a Harborstone Apartments*; 2024-CP-1005318. The Honorable Judge McFaddin and the Charleston County Court of Common Pleas has already considered and denied the same Defendant's Motion to Dismiss and Compel Arbitration in an identical lawsuit. See Plaintiff's Exhibit 1.

ARGUMENT

I. Defendant's Motion to Dismiss and Compel Arbitration should be denied because the arbitration clause is unconscionable and therefore unenforceable.

"In conducting an unconscionability inquiry, courts may only consider the provisions of the arbitration agreement itself, and not those of the whole contract." *Smith v. D.R. Horton*, 417 S.C. 42, 48, 790 S.E.2d 1, 4, (2016). Unconscionability, as it pertains to a contractual arbitration clause, is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them, and no fair and honest person would accept them. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). "Whether one party lacks meaningful choice in entering the arbitration agreement at issue typically speaks to the fundamental fairness of the bargaining process." *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013). If a court as a matter of law finds any clause of a contract to have been unconscionable at the time it was made, the court may refuse to enforce the unconscionable clause or so limit its application as

to avoid an unconscionable result. S.C. Code Ann. § 36-2-302(1) (2003). In determining whether an arbitration clause is unconscionable, South Carolina courts consider both the absence of meaningful choice and whether the clause contains oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007).

Unsurprisingly, arbitration clauses are often found in contracts of adhesion. An adhesion contract is a standard form contract offered on a “take-it-or-leave-it” basis with terms that are not negotiable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 260, 365 (2001). And while an arbitration clause in an adhesion contract is not *per se* unconscionable, it is a strong indication that there is lack of meaningful choice in negotiating the terms of the contract and is met with “considerable skepticism” by courts. *Simpson*, 373 S.C. at 25, 644 S.E. 2d at 669 (2007). In determining whether there was an absence of meaningful choice between parties entering into an automobile trade-in contract, the South Carolina Supreme Court in *Simpson v. MSA of Myrtle Beach, Inc.*, considered whether the arbitration clause was included in a contract of adhesion between a commercial entity and a consumer, whether the consumer lacked the business judgment necessary to make her aware of the implications of the arbitration agreement, and whether the consumer had a lawyer present to provide any assistance in the matter. 373 S.C. 14, 27, 644 S.E.2d 663, 670 (2007). The Supreme Court in *Smith v. D.R. Horton*, adopted the *Simpson* four-pronged analysis to determine if a meaningful choice to arbitrate was made by considering (1) the relative disparity in the parties’ bargaining power, (2) the parties’ relative sophistication, (3) whether the parties were represented by counsel, and (4) whether the plaintiff is a substantial business concern. 417 S.C. 42, 49, 790 S.E.2d 1, 4 (2016) (quoting *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669).

In determining whether an arbitration clause is unconscionable and therefore unenforceable, South Carolina courts will also consider whether the contract contains oppressive and one-sided terms. *See Simpson*, 373 S.C. at 27, 644 S.E.2d at 670. The court in *Damico v. Lennar Carolinas, LLC* stated “*adhesive contracts are not unconscionable in and of themselves so long as the terms are even-handed.*” 437 S.C. 596, 614, 879 S.E.2d 746, 756 (2022) (emphasis in the original). The court in *Damico* further notes that “regrettably, it is common practice for the sophisticated drafter of contracts to routinely argue that a particular contract is not one of adhesion when that is plainly untrue.” 437 S.C. at 614, S.E.2d at 756. In *Huskins v. Mungo Homes, LLC*, the South Carolina Supreme Court declined to salvage remaining sections of an arbitration requirement because it pertained to an adhesion contract, and it is highly doubtful the parties intended for severance to apply. 444 S.C. 592, 597, 910 S.E.2d 474, 477 (2024). Instead, the Court held that the entire arbitration agreement section of the contract was unenforceable. *Huskins*, 444 S.C. at 597, 910 S.E.2d at 477. The *Huskins* Court cited directly to its opinion in *Damico v. Lennar Carolinas, LLC*, where even in the presence of a severability clause in an adhesion contract, the court will decline to sever an unconscionable provision for public policy reasons. *See Huskins*, 444 S.C. at 597-98, 910 S.E.2d at 477-78 (citing *Damico*, 437 S.C. at 624, 879 S.E.2d at 761-62). The court in *Damico*, went as far as to say that severing terms from an unconscionable contract of adhesion discourages fair, arms-length transactions and would encourage sophisticated parties to intentionally insert unconscionable terms in the contract. 437 S.C. at 604, 879 S.E.2d at 751.

Here, the lease agreement between the Plaintiff and Defendant is clearly an adhesion contract. The terms of the lease were not negotiable on the Plaintiff’s behalf and was presented to her on a “take-it-or-leave-it” basis. Applying the four-pronged analysis in *D.R. Horton* and

Simpson, it is clear that the Plaintiff lacked any meaningful choice to negotiate the arbitration agreement. Plaintiff did not have the business judgement to understand the effect of the arbitration clause contained in the lease agreement, and did not have counsel present to provide assistance during the signing of the lease agreement. Plaintiff did not have a substantially stronger bargaining position against Defendant. Similar to *Damico* and *D.R. Horton*, where the defendants constructed and sold homes in numerous states with a significant client base, the defendants were considered the far more sophisticated parties in the agreements. Further, the Supreme Court analyzed that being a single client to a corporation that does business in numerous states falls short of being a substantial business concern. Here, the Defendant owns and manages several apartment complexes across the Carolinas, whereas the Plaintiff has rented a small number of apartments in her lifetime. The single lease agreement between Plaintiff and Defendant would not comprise a large portion of Defendants' clientele and does not amount to a substantial business concern. The entirety of the contract was drafted by the Defendant and the disparity of sophistication between the two parties is significant, leaving no meaningful choice in the Plaintiff's ability to negotiate the arbitration agreement.

Further, the arbitration clause is found in Paragraph 42 of the subject lease agreement and contains several oppressive and one-sided terms. *See* Plaintiff's Exhibit 2. Similar to *Simpson*, the arbitration clause is inconspicuous in nature. The arbitration clause is located in paragraph forty-two (42) of forty-seven (47) total paragraphs and, unlike other terms of the lease that were bolded and/or capitalized, the entirety of the arbitration clause was written in the standard small print. *See Id.* The arbitration clause includes all claims, demands, disputes, actions for damages, or other causes of action, arising out of the lease, be resolved by binding arbitration. *See Id.* The only exclusion to the arbitration clause is an action by the Landlord for recovery of possession of

the apartment, which will be resolved via the judicial system. *Id.* The contract binds any persons claiming any dispute on behalf of through the resident or any other permitted occupant is bound by the arbitration clause. *Id.* Other oppressive and one-sided terms include the limitations and inability for residents to participate in a class action, private attorney-general actions, or any other proceeding where someone acts in a representative capacity. *Id.* The arbitration clause disclaimed all of the Plaintiff's otherwise legally available remedies, while allowing for exclusions of the Landlord to proceed through the judicial system and other proper governing bodies. *Id.* Plaintiff lacked any meaningful choice and could not negotiate any of the arbitration terms. Therefore, the arbitration clause contained in paragraph 42 of the lease agreement is unconscionable, and thus unenforceable.

II. Defendant's Motion to Dismiss and Compel Arbitration should be denied because the arbitration clause is invalid under South Carolina Code §15-48-10.

"Notice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominent, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration." S.C. Code Ann. §15-48-10(a).

Here, the arbitration provision is included in Paragraph 42, on page 13 of the lease agreement. *See* Plaintiff's Exhibit 2 at ¶42. There is no mention or otherwise notice to an arbitration provision besides the single arbitration provision on page 13. *See Id.* The first page of the lease notates the parties and the summary of the rent term but is silent to any notice of an arbitration provision. *See Id.* While Plaintiff was required to sign her name under the arbitration provision, nothing in the agreement shows what that signature's purpose is. *See Id.* Accordingly, under South Carolina law, the arbitration provision is invalid and unenforceable.

CONCLUSION

Therefore, because the arbitration provision is unconscionable; contains oppressive, one-sided terms; the Plaintiff lacked any meaningful choice in agreeing to arbitrate; and the Honorable Judge McFaddin in the Charleston County Court of Common Pleas, in *Tina Ferrier v. Harborstone, LLC d/b/a Harborstone Apartments*, 2024-CP-1005318, has deemed the same exact arbitration provision, in an identical lease, with the same Defendant, involving the same trash compactor in the present claim, unenforceable. Based on the foregoing, the Defendant's Motion to Stay and Compel Arbitration should be denied.

Respectfully submitted,

MILLER, DAWSON, SIGAL & WARD, LLC

s/ Dominick J. Callela, Esq. _____
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Attorneys for the Plaintiff

September 2, 2025
 North Charleston, South Carolin

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

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

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al

Case Number: 2024CP1005318

Type: Order/Electronic Form 4

So Ordered

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

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

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1005318

Tina Ferrier
PLAINTIFF(S)

Harborstone Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

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

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

RECEIVED ELECTRONICALLY FILED - 2025 SEP 22 14:54 PM - CHHARRLESTON - COMMON PLEAS - CASE#2025CP10028168



Charleston Common Pleas

Case Caption: Tina Ferrier VS Harborstone Llc , defendant, et al

Case Number: 2024CP1005318

Type: Order/Electronic Form 4

So Ordered

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

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

PLAINTIFF'S EXHIBIT 2

Apartment Lease Agreement - South Carolina

1. Parties:

- a. "Landlord": **Harborstone**
- b. "Resident": **John Clark, Delores Walker, Daniel Walker Jr.**
- c. "Guarantor(s)": (if applicable, see attached Guaranty of this Lease)
- d. "Permitted Occupants":
- e. "Apartment": **3825 Ladson Road Apt 1202, Ladson, SC 29456 (Resident's physical address)**
- f. "Premises": **Harborstone** (Name of Apartment Community). Located in **Charleston County, SC**

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

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

BASE MONTHLY RENT: \$1540.00	INITIAL TERM: Commencing: 01/25/2023 Expiration: 02/24/2024
-------------------------------------	--

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

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

Concession(s): Yes ☐ No ☒		
Concession Amount		Description
\$0.00		
\$0.00		
Miscellaneous Fees:		
(Short Term/Month-to-Month)	\$0	
Facilities Charge (monthly)	\$40.00	

TOTAL MONTHLY RENT:	\$1580.00
(Base Monthly Rent plus Total Additional Monthly Rents minus Monthly Concessions and Discounts)	

<u>LATE FEES PER MONTH:</u>		\$154.00
(Late Fee will be the greater of \$154.00 or 10% of the <u>Base Monthly Rent</u> if rent paid after the fifth (5 th) of month)		
Prorated Rent for Partial First Month:		\$356.77
[Equal to (Total Monthly Rent) / (days in calendar month) x (days remaining in first month)]		
<u>DEPOSITS:</u>		
Security Deposit:	Pet Deposit (Per Pet)	Other Deposits: (Describe)
\$150.00		
TOTAL SECURITY DEPOSIT:		\$150.00

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

3. Term: The term of this Lease shall be for **13** months commencing **01/25/2023** and expiring **02/24/2024** ("Initial Term"). The Initial Term shall be renewed on a month-to-month basis unless either party provides the other party written notice of termination sixty (60) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any month-to-month tenancy. In addition, Landlord may notify Resident not less than sixty (60) days prior to the expiration of the Initial Term that rent for the renewal term shall be different than the Base Monthly Rent and or Total Monthly Rent stated herein ("Lease Renewal Notice"). In the event that Resident fails to provide Landlord with written notice of termination of Lease within 10 days after the date shown on the Lease Renewal Notice, the total monthly rent for the renewal term shall be the amount set forth in the Lease Renewal Notice. Resident acknowledges and agrees that any written notice of termination delivered under this Section 3 will not take effect until the last day of the Initial Term or on the last day of any subsequent month-to-month term, as applicable. Therefore, Resident may not terminate this Agreement before the last day of the Initial Term or a subsequent month-to-month term, as applicable, regardless of how many days written notice is given by Resident to Landlord and any attempt to terminate the Lease prior to the last day of the Initial Term or month-to-month term, except as explicitly permitted by the terms of this Lease, shall be a breach of this Agreement by Resident and the Landlord shall have the right to avail itself the remedies set forth in Section 27 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Table 18(a):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Resident's Duties upon Termination: Upon any termination of the tenancy created hereby, whether by the Landlord or Resident, and whether for breach or otherwise, the Resident shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Landlord Initials

Resident Initials:

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

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

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

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

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

a material breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

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

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

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

[Signature page follows]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Delores Walker,

Plaintiff,

vs.

RE Carroll Management Company,
Harborstone LLC, d/b/a Harborstone
Apartments,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-02946

**DEFENDANTS' REPLY MEMORANDUM
IN SUPPORT OF MOTION TO DISMISS
AND/OR COMPEL ARBITRATION IN THE
ALTERNATIVE**

TO: DOMINICK J. CALLELA, ESQ., ATTORNEY FOR PLAINTIFF

COMES NOW Defendants RE Carroll Management Company ("RECM") and Harborstone, LLC ("Harborstone"), by and through undersigned counsel, hereby respectfully submit this Reply Memorandum in further support of their Motion to Dismiss or, in the alternative, to Compel Arbitration. Plaintiff's opposition relies on arguments of unconscionability, statutory invalidity under S.C. Code Ann. § 15-48-10, and a prior circuit court order in unrelated litigation. None of these grounds preclude enforcement of the arbitration agreement here.

I. The Arbitration Clause Is Not Unconscionable.

Plaintiff asserts that the arbitration provision in Paragraph 42 is an unconscionable adhesion clause. This contention is unsupported. Contracts of adhesion are not per se unconscionable. South Carolina courts have repeatedly held that the mere presence of a standardized, non-negotiable clause does not render an arbitration agreement unenforceable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 542 S.E.2d 360 (2001); *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 879 S.E.2d 746 (2022).

Plaintiff had meaningful choice. Plaintiff expressly executed the Lease Agreement and initialed directly beneath the arbitration provision, acknowledging her assent. Unlike the facts in *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 644 S.E.2d 663 (2007), there was no element of surprise. The arbitration clause was clearly set forth and separately acknowledged.

The arbitration provision is even-handed. Paragraph 42 obligates both landlord and tenant to arbitrate “all claims, demands, disputes, actions for damages, or other causes of action arising out of or relating to the Lease or the landlord-tenant relationship.” (Lease Agreement ¶ 42). Mutuality of obligation satisfies the enforceability requirement. *Rickborn v. Liberty Life Insurance Co.*, 321 S.C. 29, 468 S.E.2d 292, 300 (1996). The limited carve-out permitting judicial actions for possession does not render the provision unconscionable. Accordingly, the arbitration clause contains neither procedural nor substantive unconscionability and should be enforced.

II. The FAA Preempts Plaintiff’s Argument Under § 15-48-10.

Plaintiff contends that the arbitration agreement is invalid because it does not comply with the first-page notice requirement of S.C. Code Ann. § 15-48-10(a). This argument fails for two reasons.

- 1. The Lease Agreement expressly invokes the FAA.** Paragraph 42 provides that arbitration shall proceed under the FAA and specifies that, in the event of conflict, the FAA controls. South Carolina courts consistently enforce such provisions. *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115, 747 S.E.2d 461 (2013); *Munoz*, 343 S.C. at 541.
- 2. The FAA preempts inconsistent state law.** State laws imposing heightened notice or form requirements on arbitration provisions are preempted by the FAA.

Doctor's Assocs., Inc. v. Casarotto, 517 U.S. 681, 687 (1996). Plaintiff's reliance on § 15-48-10 is therefore misplaced.

III. The Prior Ferrier Order Is Neither Binding Nor Persuasive.

Plaintiff relies on an order entered in *Tina Ferrier v. Harborstone, LLC d/b/a Harborstone Apartments*, 2024-CP-10-05318, in which another circuit judge denied Defendants' motion to compel arbitration. That denial was based on procedural grounds—specifically, that a copy of Paragraph 42 containing the plaintiff's initials or signature had not been produced at the time of the motion. That issue is not present here, as Defendants have submitted the fully executed Lease Agreement with Plaintiff's initials directly beneath the arbitration provision. (See Exhibit A, Executed Lease Agreement)

The *Ferrier* order has no precedential effect on this Court. *State v. Dunbar*, 356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003) (“[T]rial court orders do not constitute binding precedent.”). Arbitration enforceability must be determined case by case, consistent with the FAA's strong policy favoring arbitration. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 553 S.E.2d 110 (2001).

By contrast, By contrast, in *Javaris Groves v. The Carroll Companies d/b/a ARI Property Management, et al.*, Case No. 2025-CP-32-01991, the Court recently **granted a motion to compel arbitration under materially identical lease language**. (See Exhibit B, Order Granting Motion to Compel Arbitration, Groves). The *Groves* order demonstrates that South Carolina circuit courts continue to enforce residential lease arbitration clauses governed by the FAA, even when plaintiffs raise unconscionability arguments.

Plaintiff's reliance on *Ferrier* is not only misplaced but contradicted by more recent circuit court precedent upholding arbitration provisions in substantively identical agreements. Moreover, the *Ferrier* order is currently subject to appeal. Even if it were not,

Plaintiff cannot bootstrap a separate ruling involving different parties into this case. *Zabinski*, 346 S.C. at 590.

IV. Plaintiff's Claims Fall Squarely Within the Arbitration Clause.

Paragraph 42 applies to “all claims, demands, disputes, actions for damages, or other causes of action arising out of or relating to the Lease or the landlord-tenant relationship.” Courts broadly construe such “arising out of or relating to” language to encompass all claims bearing a significant relationship to the agreement. *Landers v. FDIC*, 402 S.C. 100, 109, 739 S.E.2d 209, 214 (2013).

Here, Plaintiff's causes of action arise directly from and relate to the landlord-tenant relationship. As *in Aiken v. World Fin. Corp.*, 373 S.C. 144, 150, 644 S.E.2d 705, 708 (2007), such claims fall squarely within the arbitration provision and are presumptively arbitrable.

CONCLUSION

For the foregoing reasons, and those stated in Defendants' initial Motion to Dismiss and/or Compel Arbitration, Defendants RE Carroll Management Company and Harborstone, LLC respectfully request that this Court grant their Motion to Dismiss or, in the alternative, compel Plaintiff to submit her claims to binding arbitration pursuant to the Lease Agreement and the Federal Arbitration Act.

[Signature Page to Follow]

Respectfully submitted,

CLAWSON AND STAUBES, LLC



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Attorney for Defendants

Apartment Lease Agreement - South Carolina

1. Parties:

- a. "Landlord": **Harborstone**
- b. "Resident": **John Clark, Delores Walker, Daniel Walker Jr.**
- c. "Guarantor(s)": (if applicable, see attached Guaranty of this Lease)
- d. "Permitted Occupants":
- e. "Apartment": **3825 Ladson Road Apt 1202, Ladson, SC 29456 (Resident's physical address)**
- f. "Premises": **Harborstone** (Name of Apartment Community). Located in **Charleston County, SC**

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

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

BASE MONTHLY RENT: \$1540.00	INITIAL TERM: Commencing: 01/25/2023 Expiration: 02/24/2024
-------------------------------------	--

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

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

Concession(s): Yes ☐ No ☒		
Concession Amount		Description
\$0.00		
\$0.00		
Miscellaneous Fees:		
(Short Term/Month-to-Month)	\$0	
Facilities Charge (monthly)	\$40.00	

TOTAL MONTHLY RENT:	\$1580.00
(Base Monthly Rent plus Total Additional Monthly Rents minus Monthly Concessions and Discounts)	

<u>LATE FEES PER MONTH:</u>		\$154.00
(Late Fee will be the greater of \$154.00 or 10% of the <u>Base Monthly Rent</u> if rent paid after the fifth (5 th) of month)		
Prorated Rent for Partial First Month:		\$356.77
[Equal to (Total Monthly Rent) / (days in calendar month) x (days remaining in first month)]		
<u>DEPOSITS:</u>		
Security Deposit:	Pet Deposit (Per Pet)	Other Deposits: (Describe)
\$150.00		
TOTAL SECURITY DEPOSIT:		\$150.00

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

3. Term: The term of this Lease shall be for **13** months commencing **01/25/2023** and expiring **02/24/2024** ("Initial Term"). The Initial Term shall be renewed on a month-to-month basis unless either party provides the other party written notice of termination sixty (60) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any month-to-month tenancy. In addition, Landlord may notify Resident not less than sixty (60) days prior to the expiration of the Initial Term that rent for the renewal term shall be different than the Base Monthly Rent and or Total Monthly Rent stated herein ("Lease Renewal Notice"). In the event that Resident fails to provide Landlord with written notice of termination of Lease within 10 days after the date shown on the Lease Renewal Notice, the total monthly rent for the renewal term shall be the amount set forth in the Lease Renewal Notice. Resident acknowledges and agrees that any written notice of termination delivered under this Section 3 will not take effect until the last day of the Initial Term or on the last day of any subsequent month-to-month term, as applicable. Therefore, Resident may not terminate this Agreement before the last day of the Initial Term or a subsequent month-to-month term, as applicable, regardless of how many days written notice is given by Resident to Landlord and any attempt to terminate the Lease prior to the last day of the Initial Term or month-to-month term, except as explicitly permitted by the terms of this Lease, shall be a breach of this Agreement by Resident and the Landlord shall have the right to avail itself the remedies set forth in Section 27 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Table 18(a):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Resident's Duties upon Termination: Upon any termination of the tenancy created hereby, whether by the Landlord or Resident, and whether for breach or otherwise, the Resident shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Landlord Initials  11/25/2022 Resident Initials:  11/21/2022  11/21/2022

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

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

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

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

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

a material breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, this Lease is signed in two counterparts this 01/25/2023 day of 01/25/2023 with a signed counterpart being retained by the Landlord and by Resident.

HEAD OF HOUSEHOLD <i>John Clark</i> SIGNED 11/21/2022 AT 6:36PM EST	11/24/2022
Resident	Date
ADULT CO-HEAD OF HOUSEHOLD <i>Daniel Walker Jr.</i> SIGNED 11/22/2022 AT 9:59PM EST	11/22/2022
Resident	Date
Resident	Date

DELORES WALKER <i>DW</i> SIGNED 11/21/2022 AT 5:35PM EST	11/21/2022
Resident	Date
Resident	Date
Resident	Date
E-DOC SIGNER <i>Victoria Hartshorn</i> SIGNED 11/25/2022 AT 9:59AM EST	11/25/2022
Landlord:	Date
Authorized Agent of RE Carroll Management Company	

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP3201991

Javaris Groves
PLAINTIFF(S)

The Carroll Companies, D/B/A Ari Property Management et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

1. Defendants Motion to Compel arbitration is granted.
2. Exhibit A (Apartment lease agreement sets forth on the initial page that the agreement is subject to arbitration).
3. Paragraph 42 of page 13 of the lease contains the terms of the arbitration clause, which was initiated by both parties - acknowledging understanding and review of the clause and its terms.
4. Various aspects of the arbitration clause contradict a number of provisions contained in the SC Residential Landlord Term Act. Hence, the following terms of the arbitration clause are unenforceable and are subject to severability:
1. Proof of Defendants willful conduct lead to injury.
2. Prohibition against an award of attorneys fees.
3. Language limiting Defendant's liabilities, not in accordance of the Landlord Tenant Act is unenforceable.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/22/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Lexington Common Pleas

Case Caption: Javaris Groves VS The Carroll Companies, D/B/A Ari Property Management
Case Number: 2025CP3201991
Type: Order/Electronic Form 4

So Ordered

Vernon F. Dunbar

Electronically signed on 2025-08-22 11:58:59 page 3 of 3

ELECTRONICALLY FILED - 2025-08-22 11:58 AM CHERLESTON - COMMON PLEAS - CASE#2025CP32019916

RECEIVED

Jan 12 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
THE COURT OF COMMON PLEAS
C.A. NO. 2025-CP-10-02946

DELORES WALKER,

PLAINTIFF,

vs.

CARROLL MANAGEMENT COMPANY,

DEFENDANT.

H E A R I N G
BEFORE THE HONORABLE CARMEN TEVIS MULLEN

DATE: SEPTEMBER 11, 2025
TIME: N/A
LOCATION: SOUTH CAROLINA CIRCUIT COURT 9
TRANSCRIBED BY: AMANDA WATSON

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

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ATTORNEY FOR THE PLAINTIFF.

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teamgaston@cslaw.com

ATTORNEY FOR THE DEFENDANT.

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EXHIBITS

(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

P R O C E E D I N G S

THE COURT: All right. I'm just going to go ahead and (indiscernible). This is Delores Walker versus Carroll Management Company. And this is Defendant's -- I'm sorry, this is Defendant's motion to dismiss arbitration; is that correct? To dismiss and compel arbitration; is that correct?

MS. GASTON: Yes, Your Honor.

THE COURT: Okay. Whenever you are ready. I will tell you I have read your briefs, on both sides.

MS. GASTON: Thank you, Judge. May it please the Court. I'll be very brief. Your Honor, I'm Amanda Gaston for the defense. This is our motion to enforce arbitration (indiscernible) containing the leasing agreement. To be as straight forward as possible, Judge, it's our position, of course, that the parties are bound by the provisions in the leasing agreement. Specifically, those referring to arbitration that they knowingly signed, which is the case here. And that the Federal Arbitration Act, of course, requires enforcement of those provisions, absent showing unconscionability or waiver which is not present in this case, Judge.

THE COURT: Okay. Sir?

MR. CALLELA: Good afternoon, Your Honor. May it please the Court. Dominick Callela along with (indiscernible), on behalf of the Plaintiff, Delores Walker. I understand that

1 the defense contends that the Federal Arbitration Act is
2 applicable in this -- in this (indiscernible) here by
3 involving the language, stating that it applies.

4 However, just simply stating that the language applies
5 in the FAA is not enough. A recent Supreme Court -- South
6 Carolina Supreme Court decision (indiscernible) actually
7 stated that a party seeking to compel arbitration under the
8 FAA must demonstrate that the contract implicates interstate
9 commerce. Simply stating or conflating that the FAA would
10 govern, again, is not enough, Your Honor.

11 To ascertain whether, again, (indiscernible) involves
12 commerce within the meaning of the FAA, the Court must
13 determine or abandon the agreement, the complaint, and the
14 surrounding facts. Additionally, Your Honor, the United
15 States Supreme Court, along with the South Carolina Supreme
16 Court, also relies on affidavits when determining whether or
17 not the transaction involved interstate commerce.

18 (Indiscernible) on the language, again, in arbitration
19 provisions that the FAA controls and applies, defense also
20 states that the lease agreement was executed in the ordinary
21 course of Carroll Management Company's multi-state property
22 management operations, involving interstate communications,
23 financial transactions, and contractual relationships with
24 vendors, suppliers, and contractors.

25 (Indiscernible) here, the defense has not provided any

1 affidavits (indiscernible). There is only evidence that is
2 providing the lease agreement between Ms. Walker, and
3 Harborstone, and Defendant, Carroll Management Company. In
4 effect, the arbitration division had the FAA language, which,
5 again, is not enough, Your Honor. So ---

6 THE COURT: Which paragraph is it in? Which paragraph
7 is the arbitration agreement in? I don't see that addendum.

8 MR. CALLELA: Paragraph 42, page 13.

9 THE COURT: Got it. Okay.

10 MR. CALLELA: And according to Hicks here, which,
11 potentially, has some (indiscernible), Supreme Court and
12 Hicks analyzed the agreement and it's surrounding facts. The
13 Court actually stated that the opinion of the court of
14 appeals is proper because they came to the conclusion of the
15 transaction involved interstate commerce.

16 The court of appeals was basing their opinion on the
17 fact that they were a Massachusetts Corporation, they were
18 doing business in South Carolina. They remained
19 headquartered in Massachusetts where the (indiscernible)
20 records was also located. However, they also stated that the
21 Unifirst Corporation shipped uniforms from Kentucky to South
22 Carolina, as well as the (indiscernible) transaction were
23 sent to Massachusetts.

24 Somewhere here, the defense is stating that the
25 transaction payments billed outside the state of South

1 Carolina. However, the Supreme Court did also state that the
2 inquiry is focused on a specific contract chart required for
3 performance. Supreme Court actually affirmed circuit court's
4 opinion, stating that the contract was entered in -- in
5 Anderson County, South Carolina. The (indiscernible) was
6 named flame-resistant (indiscernible).

7 The contract was to provide fire-retardant overalls to
8 employees in Anderson County. Plaintiff was organized and
9 doing business in Anderson County, South Carolina. Defendant
10 was a Massachusetts Corporation, authorized to do business in
11 South Carolina. Plaintiff always dealt with the Greenville
12 location and the garments were always delivered to the
13 Plaintiff in Anderson County.

14 Here, Your Honor, we have very similar facts to Hicks.
15 Defense contends that communication (indiscernible)
16 transactions constitute interstate commerce. However, there
17 are no other signs of the contract involving anything or any
18 other matter outside of the borders of South Carolina. Here,
19 the contract is for a landlords lease and renting an
20 apartment to the Plaintiff.

21 The lease agreement is named apartment lease agreement,
22 South Carolina. The parties to the agreement are Plaintiff,
23 Delores Walker, who is a resident of South Carolina and
24 Harborstone is listed as the landlord for the apartment
25 premises, located at 3825 Ladson Road, apartment 1202,

1 Latson, South Carolina, Charleston County -- Charleston
2 County, South Carolina.

3 The obligations of the relationship between the parties
4 arrived out of a contract rule -- relationship between
5 Plaintiff and solely the Harborstone premises, managed and
6 located in Ladson, Charleston County, South Carolina.
7 Further, the arbitration clause only binds the landlord and
8 the resident, other permitted occupants, as well as other
9 people planning on behalf of, or through the resident. It
10 does not bind the landlord or any other vendors,
11 subcontractors, other agents of the landlord.

12 Here again, since the FAA does not apply, we would like
13 to use the South Carolina arbitration provision requirements
14 and South Carolina code 1548-10. Which states that, notice
15 that it is a contract subject to arbitration pursuant to this
16 chapter (indiscernible) underlined in capital letters on the
17 initial page. Here, the lease does not have such notice or
18 provision. The only mention of arbitration is on page 13,
19 paragraph 42 of the lease.

20 Further, the defense did contend in her -- in the
21 reply, that they were relying on ordering (indiscernible)
22 where the lease different -- differentiated by the inclusion
23 of that requirement. And the judge in (indiscernible) even
24 stated in their statement of judgment, that was the
25 (indiscernible) upheld (indiscernible) the arbitration was

1 enforceable.

2 However, Your Honor, even if the FAA were not to apply,
3 the arbitration provision itself (indiscernible) it does
4 allow for (indiscernible) equity (indiscernible) any
5 contract. (Indiscernible) adding things to a contract rule
6 arbitration clause is defined as the absence of a choice.
7 (Indiscernible) due to one-sided contract provisions to get a
8 return so oppressive that no reasonable person will make that
9 (indiscernible).

10 Here, Your Honor, Defendant contends and, we will now be
11 agreeing, that an adhesion contract, or the mere presence of
12 standardized (indiscernible) contract is not -- does not
13 render arbitration agreements enforceable. However, the
14 Supreme Court furthered that analysis and stated though --
15 although it is not (indiscernible) conscionable, it is a
16 strong indication that there is a lack of meaningful choice
17 to negotiate the terms, and has met with considerable
18 skepticism by the Courts.

19 But, here today, Your Honor, I'm asking the Court to
20 view that under considerable skepticism. South Carolina has
21 held the position, especially under contracts involving
22 consumers, and retail, and -- or any other sophisticated
23 party because of the disparity in the bargaining
24 (indiscernible). And the contract, as a whole here, is on a
25 take-it-or-leave-it basis.

1 Similar to other contracts in Charleston right now.
2 Corporations are taking over all the apartment complexes
3 here. And you have residents who have no choice but to
4 either accept or go over and look at housing elsewhere.
5 Similar to the Supreme Court and *Simpson v. MSA of Myrtle*
6 *Beach* and as well as *Smith v. D.R. Horton*.

7 The Supreme Court (indiscernible) meaningful choice,
8 saying that whether one party lacks meaningful choice in
9 entering the arbitration agreement at issue, typically speaks
10 to the fundamental merits of the bargaining process.
11 However, as *Simpson v. The MSA of Myrtle Beach*, the Court,
12 kind of, laid out an analysis by the Court analyzing the
13 elements.

14 Certain elements are the relative disparity of the
15 bargaining network, the relative sophistication of the
16 parties, whether or not Plaintiff -- or whether or not
17 counsel was present during the signing of the agreement, as
18 well as whether or not the Plaintiff had a substantial
19 business concern. And in *Simpson*, it went even further and
20 looked at the conspicuousness following arbitration
21 agreement.

22 Here, Your Honor, no counsel was present during the
23 signing of the arbitration. It was during COVID. It was
24 simply sent through email for electronic signature. No -- no
25 counsel was advising Ms. Walker or any other party. The

1 sophistication of the party is clear. Harborstone and
2 Carroll Management are the sophisticated parties. They were
3 the sole (indiscernible) of the -- of the agreement, and they
4 regularly conduct lease agreements, (indiscernible) and
5 property transactions.

6 Ms. Walker is a 55-year-old woman. She did not graduate
7 high school. She has an 11th grade education. She works at
8 a clothing store. She, by no means has any of the formal
9 knowledge of any sort of business transactions. Again,
10 speaking to the bargaining power, the contract is a contract
11 appeasement and easement. And although, and again, it is not
12 per-say unconscionable, there is no bargaining or negotiating
13 power on behalf of the resident. And even if she were to
14 argue, she is not a sophisticated party, she would not know
15 what to argue.

16 And also, speaking to the business concern, Harborstone
17 and Carroll Management Company own properties all across the
18 state and are parties to multiple leasing agreements across
19 the state. Ms. Walker is a single resident to a single lease
20 agreement, she is, by no means, a substantial business
21 (indiscernible) and that is stated per the South Carolina
22 Supreme Court and (indiscernible) and DR Horton. Where
23 (indiscernible) to a corporation does absolutely fall short
24 of its (indiscernible).

25 And if we want to go further, Your Honor, into the

1 (indiscernible) of the agreement, the resident did sign
2 underneath the paragraph, however, similar to Simpson, where
3 above the signature block there was bolded and capitalized
4 language that stated, please see additional terms upon the
5 other side, there was just -- there was just a signature
6 block here for Ms. Walker to sign.

7 The arbitration agreement in paragraph 42 on page 13 is
8 the exact same font. It looks exactly the same as every
9 other paragraph in that lease agreement. There is nothing
10 that points to, hey, this is the (indiscernible). And so,
11 and again, speaking to the one-sidedness of the terms,
12 similar to Grose (phonetic), where there is a similar
13 arbitration agreement, the judgement ruled that the
14 limitations of a resident to proceed with a class action, or
15 any other proceeding where someone acts in a representative
16 capacity, is one-sided. It prohibits the resident
17 (indiscernible).

18 And look to the limit of the award of attorney's fees.
19 It states that each party must bear their own costs and
20 attorney's fees to proceed with arbitration. Additionally,
21 there is language (indiscernible) per South Carolina
22 residential (indiscernible). Therefore, Your Honor, we ask
23 that the Court deny (indiscernible) arbitration.

24 THE COURT: Go ahead and respond, please.

25 MS. GASTON: Thank you, Judge. First, Your Honor, the

1 lease agreement itself unmistakably provides for arbitration.
2 Paragraph 42 on page 13 of the leasing agreement does, in
3 fact, stand out, Your Honor. In addition to the language of
4 the paragraph under the subheading (indiscernible), it
5 includes a spot for both the resident's initials as well as
6 the landlord's initials, Judge. So, that is unlike the
7 paragraphs in the leasing agreement. So, there is no element
8 of surprise, concealment, or ambiguity. It is right there.

9 The arbitration provision itself is not unconscionable.
10 It reflects that the agreement shall be enforceable pursuant
11 to the Federal Arbitration Act. And South Carolina law is
12 clear, Judge. Just because this is a standard leasing form
13 does not render it unenforceable. It is clear by the
14 Plaintiff's signature, dated November 21st of 2022, that she
15 specifically acknowledged the arbitration clause. She signed
16 it with her initials, DW.

17 The Plaintiff's reliance on SC code 1548-10 fails
18 because the Federal Arbitration Act preempts that
19 requirement. So, to the extent the arbitration agreement
20 itself invokes the Federal Arbitration Act, it provides that
21 federal law governs, and in the event of a conflict, the
22 federal law shall -- shall -- shall control.

23 So, Your Honor, to the extent that the provisions are
24 unenforceable, there are several. So, there's three, I
25 believe, that were mentioned. The role of conduct

1 requirement, the correct evidentiary standard, there is the
2 traditional preponderance of the evidence. Understanding, of
3 course, the prohibition on attorney's fees is unenforceable,
4 Judge. Just like a Court -- a mediator may award attorney's
5 fees to either party. Additionally, the language
6 (indiscernible) limit the Defendant's liability in ways
7 consistent -- inconsistent with the Act would be
8 unenforceable. We understand that.

9 We also have, Judge, if the Court would like an
10 affidavit, but we would just, instead of filing it for public
11 view, we would be happy to provide that to the Court for the
12 Court's review. It's something that we do not want to e-file
13 for anybody to see online. It essentially addresses the
14 concerns brought up by the Plaintiff in terms of the
15 interstate commerce argument. So we'd be happy to provide
16 that to you forward.

17 THE COURT: Anything else you want to respond?

18 MR. CALLELA: Yes, Your Honor. If I may.

19 THE COURT: Let me get your last name. I apologize.

20 MR. CALLELA: Callela.

21 THE COURT: Thank you, sir.

22 MR. CALLELA: And, Your Honor, I just want to also state
23 that I can provide the forward copy (indiscernible). And so,
24 I just wanted to point out a couple of things (indiscernible)
25 there. They still are relying on the FAA control. Again,

1 Your Honor, the Court needs to -- the Court needs to analyze
2 whether or not interstate commerce is involved before we step
3 to whether or not the language in the FAA is applied.

4 And also, if the FAA does not apply, again, South
5 Carolina code 1510-48 does apply. And this lease here does
6 not follow the (indiscernible) scope of that requirement.
7 Additionally, Your Honor, the defense is stating they are
8 happy to provide affidavits of the transactions that are
9 interstate commerce ---

10 THE COURT: We have to do this two days in advance
11 before the actual hearing to get the affidavits, you know, so
12 I can reply and... I'm assuming they don't want to
13 e-file it because they don't want to be bound by. It is that
14 why they don't want to e-file it?

15 MS. GASTON: Your Honor, it was executed by general
16 Counsel for R.E. Carroll, and so, within there, there are, of
17 course, business -- language relating to the business itself.
18 And so, the inner workings and the relationship between R.E.
19 Carroll Management, as well as the Harborstone, which is, in
20 this case, doing business as the apartments, and so there's
21 language in there that we did not want -- or that the client
22 -- my client, respectfully, requested not be filed with the
23 court for that reason.

24 THE COURT: I have to tell you that (indiscernible) come
25 up in the last couple of weeks (indiscernible) people not

1 filing affidavits (indiscernible) two days in advance, so
2 (indiscernible).

3 MR. CALLELA: Yes, Your Honor. Again, so, the defense
4 has not provided any of the language beyond FFA being
5 involved in the arbitration provision. Again, the lease is
6 in South Carolina, the Plaintiff is a South Carolina
7 resident. The only apartment complex that is involved in
8 that lease agreement is Harborstone apartments in Ladson
9 County, excuse me, in Ladson, South Carolina.

10 The defense did not contend that anything
11 (indiscernible) language in the arbitration provision stating
12 that the FAA applies and would pre-empt state law. And,
13 again, Your Honor, the lease agreement does not comply with
14 state law. There is no other noticeable arbitration
15 agreements (indiscernible) initial page, no rubber stamping.
16 The defense, in the later order, in that lease
17 (indiscernible) by including that. But, in our lease hearing
18 today, there is no such requirement (indiscernible).

19 THE COURT: Okay. (Indiscernible)

20 MS. GASTON: I would just say, Judge, to the additional
21 notice requirement, to the extent that South Carolina law
22 (indiscernible) requirements. Of course, if the Federal
23 Arbitration Act is controlling, than it would pre-empt the
24 requirement. That imposes a heightened standard based on
25 South Carolina State law, but not necessarily the FAA.

1 THE COURT: Mr. Callela, will you give me a condensed
2 order for this case? Okay. And will you do it in word
3 format and send it to (indiscernible) opposing counsel and
4 also send it to my lay clerk? Okay? Okay. And you are
5 welcome to provide comments if you want to respond. How long
6 until we ---

7 MR. CALLELA: (Indiscernible).

8 THE COURT: Yeah.

9 MR. CALLELA: (Indiscernible).

10 THE COURT: Okay. Thank you.

11
12
13 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)
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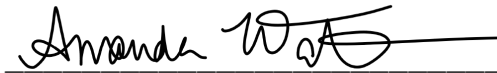
CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Charleston

I, AMANDA WATSON, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in South Carolina Circuit Court 9, Charleston, South Carolina, on the 11th day of September, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

A handwritten signature in black ink, appearing to read "Amanda Watson", is written over a horizontal line.

AMANDA WATSON, TRANSCRIBER

From: [Mullen, Carmen T. Law Clerk \(Kathryn Sistare\)](#)
Sent: September 17, 2025 4:46 PM
To: [Amanda M. Gaston](#); [Dominick Callela](#); [Mullen, Carmen T. Secretary \(Jamie Rhett\)](#); [Kayla M. Farah](#)
Cc: [Team Gaston](#); [Amy McLaren](#); [Jeffrey Ward](#); [Lisa Ouellette](#)
Subject: RE: 2025-CP-10-02946 Delores Walker v. Harborstone Apartments- Proposed Order

Ms. Gaston,

I will draw these revisions to Judge Mullen's attention.

Thank you,

Kathryn E. Sistare
*Judicial Law Clerk to
The Honorable Carmen T. Mullen
Chief Administrative Judge
14th Judicial Circuit
(843)255-5070
cmullenlc@sccourts.org*

From: Amanda M. Gaston <agaston@cslaw.com>
Sent: Wednesday, September 17, 2025 4:27 PM
To: Mullen, Carmen T. Law Clerk (Kathryn Sistare) <CMullenLC@sccourts.org>; Dominick Callela <dominick@mdswlegal.com>; Mullen, Carmen T. Secretary (Jamie Rhett) <CMullensc@sccourts.org>; Kayla M. Farah <kfarah@cslaw.com>
Cc: Team Gaston <TeamGaston@cslaw.com>; Amy McLaren <amy@mdswlegal.com>; Jeffrey Ward <ward@mdswlegal.com>; Lisa Ouellette <lisa@mdswlegal.com>
Subject: RE: 2025-CP-10-02946 Delores Walker v. Harborstone Apartments- Proposed Order

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Kathryn,

Please accept this email as a respectful confirmation of my objection to Mr. Callela's proposed order as currently written.

In addition to the alternative proposed order I have prepared, I have also attached a list of requested revisions to Mr. Callela's draft. Both documents were previously submitted to him for review.

Sincerely,

Amanda



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



Amanda M. Gaston
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From: Mullen, Carmen T. Law Clerk (Kathryn Sistare) <CMullenLC@sccourts.org>
Sent: September 17, 2025 3:57 PM
To: Dominick Callela <dominick@mdswlegal.com>; Mullen, Carmen T. Secretary (Jamie Rhett) <CMullensc@sccourts.org>
Cc: Amanda M. Gaston <agaston@cslaw.com>; Team Gaston <teamgaston@cslaw.com>; Amy McLaren <amy@mdswlegal.com>; Jeffrey Ward <ward@mdswlegal.com>; Lisa Ouellette <lisa@mdswlegal.com>
Subject: RE: 2025-CP-10-02946 Delores Walker v. Harborstone Apartments- Proposed Order

Mr. Callela,

Thank you for providing both of these orders. I will get both order to Judge Mullen for review.

Kathryn E. Sistare
*Judicial Law Clerk to
The Honorable Carmen T. Mullen
Chief Administrative Judge
14th Judicial Circuit
(843)255-5070
cmullenlc@sccourts.org*

Proposed Revisions-

Recitation of Relevant Facts

- Plaintiff Delores Walker is a resident of Harborstone Apartments in Ladson, South Carolina, a property owned by Defendant Harborstone, LLC and managed by Defendant RE Carroll Management Company.
- Paragraph 42 of the Apartment Lease Agreement (“Lease Agreement”) between the parties provides that any claims, disputes, or other matters arising out of or relating to the Lease—or the relationship between the Landlord and Resident created by the Lease—shall be resolved through binding arbitration.
- Paragraph 42 further states that arbitration shall proceed pursuant to the Federal Arbitration Act (“FAA”).
- Paragraph 42 of the Lease Agreement was separately initialed by Plaintiff with the initials “DW” on November 21, 2022.
- Plaintiff filed the Summons and Complaint on May 20, 2025. The claims asserted include alleged violations of the South Carolina Residential Landlord and Tenant Act and claims of negligence or gross negligence. These claims arise from the Lease Agreement and the landlord–tenant relationship it created.
- The Lease Agreement was executed in the ordinary course of RE Carroll Management Company’s property management operations, which include multistate activities involving communications, financial transactions, and contractual relationships with vendors, suppliers, and contractors.

Introduction:

The Court heard argument on September 11, 2025, on Defendants’ Motion to Dismiss and/or Compel Arbitration. At the hearing, Plaintiff raised for the first time arguments that the Lease Agreement does not involve interstate commerce and that Plaintiff was an unsophisticated party, citing *Hicks Unlimited, Inc. v. Unifirst Corp.* Defendant requested leave to submit an affidavit addressing the interstate commerce issue, which the Court declined to allow.

Without adopting either party’s arguments in full, the Court hereby DENIES Defendant’s Motion to Dismiss and Compel Arbitration.

1. Section I (FAA / Interstate Commerce)

- Strike the long factual/legal analysis lifted from Plaintiff’s memo.
- Replace with:

“At the hearing, Plaintiff asserted that the FAA does not apply because the Lease Agreement does not involve interstate commerce. Defendant disputed that contention and offered to submit an Affidavit of its General Counsel in support of interstate commerce; however, the Court did not permit additional evidence. The Court, without making further findings on this issue, denies Defendant’s motion.”

2. Section II (Unconscionability)

- Shorten drastically. No record that the Court adopted Plaintiff's unconscionability analysis.
- Replace with:

"Plaintiff also argued that the arbitration provision is unconscionable under South Carolina law. The Court, having considered the arguments, finds the provision unenforceable."

- Or, to preserve the record for appeal we could include something like

"The Court need not reach Plaintiff's unconscionability argument because it denies Defendant's motion for the reasons stated above."

3. Conclusion

- Replace with:

"Based on the record before it and the arguments presented, the Court denies Defendants' Motion to Dismiss or Compel Arbitration in the Alternative."

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Delores Walker,

Plaintiff,

vs.

RE Carroll Management Company,
Harborstone LLC, d/b/a Harborstone
Apartments,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-02946

**ORDER DENYING DEFENDANTS'
MOTION TO DISMISS AND/OR COMPEL
ARBITRATION IN THE ALTERNATIVE**

This matter came before the Court on Defendants' Motion to Dismiss or, in the alternative, to Compel Arbitration, filed June 26, 2025. The Court heard argument on September 11, 2025. Having considered the Motion, supporting memoranda, and arguments presented at the hearing, the Court denies Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration. The Court does not adopt or make detailed findings as to the newly raised arguments but determines, based on the record before it, that the Motion shall be Denied.

Recitation of Relevant Facts:

1. Plaintiff Delores Walker is a resident of Harborstone Apartments in Ladson, South Carolina, a property owned by Defendant Harborstone, LLC and managed by Defendant RE Carroll Management Company.
2. Paragraph 42 of the Apartment Lease Agreement ("Lease Agreement") between the parties provides that any claims, disputes, or other matters arising out of or relating to the Lease—or the relationship between the Landlord and Resident created by the Lease—shall be resolved through binding arbitration.

3. Paragraph 42 further states that arbitration shall proceed pursuant to the Federal Arbitration Act (“FAA”).
4. Paragraph 42 of the Lease Agreement was separately initialed by Plaintiff with the initials “DW” on November 21, 2022.
5. Plaintiff filed the Summons and Complaint on May 20, 2025. The claims asserted include alleged violations of the South Carolina Residential Landlord and Tenant Act and claims of negligence or gross negligence. These claims arise from the Lease Agreement and the landlord–tenant relationship it created.
6. The Lease Agreement was executed in the ordinary course of RE Carroll Management Company's property management operations, which include multistate activities involving communications, financial transactions, and contractual relationships with vendors, suppliers, and contractors.

I. FAA / Interstate Commerce

At the hearing, Plaintiff asserted for the first time that the FAA does not apply because the Lease Agreement does not involve interstate commerce. Defendants disputed that contention and sought to submit an affidavit of their General Counsel in support of interstate commerce; however, the Court did not permit the submission of additional evidence. This issue was not briefed or otherwise presented prior to the hearing. Without making further findings on this issue, the Court denies Defendants’ Motion.

II. Unconscionability

Plaintiff also argued that the arbitration provision is unconscionable under South Carolina law. The Court, having considered the arguments presented, finds the provision unenforceable.

Based on the record before it and the arguments presented, the Court hereby denies Defendants’ Motion to Dismiss and/or Compel Arbitration.

AND IT IS SO ORDERED.

The Honorable Carmen T. Mullen

Charleston, South Carolina

September ____, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO: 2025-CP-10-02946
DELORES WALKER,	)	
	)	ORDER DENYING DEFENDANTS'
Plaintiff,	)	MOTION TO DISMISS AND/OR
	)	COMPEL ARBITRATION IN THE
	)	ALTERNATIVE
vs.	)	
	)	
RE CARROLL MANAGEMENT	)	
COMPANY, HARBORSTONE LLC,	)	
HARBORSTONE APARTMENTS	)	
	)	
Defendants.	)	
	)	

This matter came before the Court on RE Carroll Management Company and Harborstone LLC's (hereinafter "Defendant Harborstone") Motion to Dismiss and/or Compel Arbitration, filed June 26, 2025. The Court heard arguments from counsel on September 11, 2025. Having reviewed the Motion, memoranda from the parties' counsel, and oral arguments, the Court hereby **DENIES** Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration. This decision is based on the following:

This matter arises from a premises liability claim concerning an alleged incident that occurred on March 7, 2023, when Plaintiff Delores Walker (hereinafter "Plaintiff") was injured while disposing of her trash into a trash compactor allegedly owned and maintained by Defendant Harborstone in Ladson, South Carolina. A Complaint was initiated against Defendants in this Court on May 20, 2025. Defendant Harborstone filed a Motion to Dismiss and/or Compel Arbitration in the Alternative seeking to enforce the arbitration clause contained in Defendant Harborstone's Lease ("Lease") with Plaintiff, which is this Motion.

This Court denies the Defendant's Motion for two reasons.

I. THE ARBITRATION CLAUSE IS INVALID BECAUSE THE LEASE DOES NOT INVOLVE INTERSTATE COMMERCE AND DOES NOT MEET THE NOTICE REQUIREMENTS UNDER SOUTH CAROLINA STATE LAW.

This Court finds that the arbitration provision found in Defendant Harborstone’s lease agreement does not involve interstate commerce, the Federal Arbitration Act (“FAA”) does not control, and therefore the arbitration provision is invalid under South Carolina State law for the following reasons:

A. The FAA governs an arbitration provision only if the contract involves interstate commerce and it is the burden of the moving party to prove the contract involved commerce in fact.

The Lease between Defendant Harborstone and Plaintiff included an arbitration provision on page 13, Paragraph 42, stating “all claims, demands, disputes, actions for damages, or other causes of action, whether in contract, tort, statutory or other law, (‘Disputes’) that in any way (i) arise out of and relate to this Lease, or (ii) arise out of and relate to the relationship of the Landlord and Resident created by this lease...will be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and will enforceable pursuant to the Federal Arbitration Act.” See Pla.’s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. “To the extent that the laws of any state, including the laws of the State of South Carolina, conflict with the enforcement of this arbitration provision, the Federal Arbitration Act will control.” See *id.*

The Supreme Court of South Carolina in *Hicks Unlimited, Inc. v. Unifirst Corp.*, has made it clear that “a provision in an arbitration agreement declaring that the FAA applies is not ‘fait accompli.’” 439 S.C. 623, 630, 889 S.E.2d 564, 567 (S.C. 2023). “Just as the parties may not prove the requisite connection by agreeing their transaction or relationship ‘contemplates’ interstate commerce, *they may not make the connection by declaring or contemplating the FAA will govern.*” *Hicks Unlimited*, 439 S.C. at 632, 889 S.E.2d at 568 (emphasis added). The *Hicks Unlimited* Court further clarified that the reliance on the Supreme Court’s prior rulings in *Munoz v. Green Tree Fin.*

Corp. and *Damico v. Lennar Carolinas, LLC*, have “allow[ed] parties to agree the FAA preempts South Carolina law without an accompanying demonstration the contract involves interstate commerce,” is misplaced and the analysis must start with finding the contract involve interstate commerce. *Id.* (referencing *Munoz v. Green Tree Financial Corp.*, 343 S.C. 531, 542, S.E.2d 360 (2001); *Damico v. Lennar Carolinas, LLC*, 430 S.C. 188, 844 S.E.2d 66 (Ct. App. 2020)). The party claiming the FAA preempts state law bears the burden of proving the contract involves interstate commerce. *Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 458, 730 S.E.2d 312, 317-18 (S.C. 2012)).

The language in the arbitration provision in Defendant Harborstone’s Lease states that the FAA controls and preempts the laws of South Carolina. The provision merely declares the FAA governs and does not extend to offer any other description of the implication of the FAA’s control. Defense counsel argues that the language of the provision declaring the FAA applies and preempts state law was contemplated between the parties. This Court is not inclined to rule that the FAA governs the arbitration provision without furthering the analysis to consider whether interstate commerce is involved in the contract.

B. The lease agreement does not involve interstate commerce and is therefore invalid under the FAA and the South Carolina Code §15-48-10 arbitration notice requirement.

To ascertain whether a transaction involves commerce within the meaning of the FAA, the court must examine the agreement, the complaint, and the surrounding facts. *See Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 380, 759 S.E.2d 727, 732 (2014)). The United States Supreme Court and the South Carolina Supreme Court have relied on affidavits when determining whether a transaction involves

interstate commerce. *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 592, 553 S.E.2d 110, 117 (S.C. 2001).

In this case, Plaintiff entered into a Lease Agreement with Defendant Harborstone in Charleston County, South Carolina, on November 25, 2022, and is titled “Apartment Lease Agreement – South Carolina.” See Pla.’s Memo. In Opp. of Mot. to Dismiss & Compel Arbitration, Ex.1 at 1. By the Lease Agreement, Plaintiff was to lease and rent from Landlord Defendant Harborstone an apartment located at address 3825 Ladson Road, Apartment 1202, Ladson, South Carolina 29456. See *Id.* Defendant RE Carroll Management Company is a North Carolina corporation authorized to conduct business in the County of Charleston, State of South Carolina. Defendant RE Carroll Management Company manages and maintains Harborstone Apartments in Charleston County, South Carolina. The obligations between the Defendant Landlord and Plaintiff arose out of the contractual relationship, solely regarding the Harborstone premises, located in Charleston County, South Carolina. Plaintiff alleges that Defendant Harborstone is liable for the injuries Plaintiff sustained while disposing of her trash into a trash compactor owned and maintained by Harborstone Apartments in Charleston County, South Carolina. Complaint at ¶ 8; 16.

This Court finds that contract is devoid of any basis of fact for holding that the Lease Agreement between the parties involved or contemplated interstate commerce. Without a finding that the contract involves interstate commerce, there is no basis to hold that the FAA governs the arbitration provision and therefore does not preempt the South Carolina Arbitration Act notice requirement in S.C. Code Ann. §15-48-10(a) (2005). The initial page of the contract is silent regarding the Lease being subject to arbitration and fails to meet the notice requirement in S.C. Code Ann. §15-48-10(a) (2005). Therefore, the arbitration provision is invalid and unenforceable.

II. THE ARBITRATION CLAUSE IS UNCONSCIONABLE AND THEREFORE UNENFORCEABLE.

Even if the arbitration provision was found to be valid under the FAA, which this Court finds it is not, the arbitration clause found in Paragraph 42 of the Lease Agreement would be unenforceable under South Carolina law. “In conducting an unconscionability inquiry, courts may only consider the provisions of the arbitration agreement itself, and not those of the whole contract.” *Smith v. D.R. Horton*, 417 S.C. 42, 48, 790 S.E.2d 1, 4, (2016). Unconscionability, as it pertains to a contractual arbitration clause, is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them, and no fair and honest person would accept them. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). Whether one party lacks meaningful choice in entering the arbitration agreement at issue typically speaks to the fundamental fairness of the bargaining process.” *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013). In determining whether an arbitration clause is unconscionable, South Carolina courts consider both the absence of meaningful choice and whether the clause contains oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007).

Predictably, arbitration clauses are often found in contracts of adhesion. An adhesion contract is a standard form contract offered on a “take-it-or-leave-it” basis with terms that are not negotiable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 260, 365 (2001). And while an arbitration clause in an adhesion contract is not *per se* unconscionable, it is a strong indication that there is lack of meaningful choice in negotiating the terms of the contract and is met with “considerable skepticism” by courts. *Simpson*, 373 S.C. at 25, 644 S.E. 2d at 669 (2007). The South Carolina Supreme Court in *Simpson* held this position especially in analyzing adhesion

contracts involving consumer or weaker party and a retailer, due to the disparity in bargaining positions of the parties. *Id.* at 26.

The South Carolina Supreme Court in *Smith v. D.R. Horton*, adopted the *Simpson* analysis to determine if a meaningful choice to arbitrate was made by considering (1) the relative disparity in the parties' bargaining power, (2) the parties' relative sophistication, (3) whether the parties were represented by counsel, and (4) whether the plaintiff is a substantial business concern. 417 S.C. at 49, 790 S.E.2d at 4 (2016) (quoting *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669). Courts will also consider the inconspicuous nature of the arbitration provision in light of its consequences. *Simpson*, 373 S.C. at 27, 644 S.E.2d at 663. In determining whether an arbitration clause is unconscionable and therefore unenforceable, South Carolina courts will also consider whether the contract contains oppressive and one-sided terms. *See Simpson*, 373 S.C. at 27, 644 S.E.2d at 670. The court in *Damico v. Lennar Carolinas, LLC* stated "*adhesive contracts are not unconscionable in and of themselves so long as the terms are even-handed.*" 437 S.C. 596, 614, 879 S.E.2d 746, 756 (2022) (emphasis in the original).

Here, the Lease agreement between the Plaintiff and Defendant is clearly an adhesion contract. The arbitration provision was not negotiable on the Plaintiff's behalf and was presented to her on a "take-it-or-leave-it" basis. There is no bargaining power to the terms of the Lease agreement on the Plaintiff's behalf. There is a clear distinction in the sophistication of the parties. Defendants manage multiple apartment complexes across South Carolina and regularly conduct property lease transactions and other real property transactions. Plaintiff is a 55-year-old woman, with a high school level education, and had no other formal knowledge of business transactions or contracts. Even if Plaintiff held any form of bargaining power to the provisions of the Lease agreement, she would lack the business judgment to understand the effect of the arbitration

provision. Plaintiff lacked assistance from counsel when signing and entering into the Lease agreement. The Lease agreement was delivered via electronic mail and was electronically signed by Plaintiff. Plaintiff is a party to a singular Lease agreement with Defendants and rented a single unit in the Harborstone Apartment complex. Defendant RE Carroll Management Company is a multi-million-dollar corporation, doing business across the State of South Carolina, and is a party to numerous leasing agreements. Plaintiff would hardly be considered a substantial business concern to a multi-state corporation such as RE Carroll Management Company.

The arbitration provision contains several oppressive and one-sided terms including the inability to participate in a class action or any proceeding where someone acts in a representative capacity, limitations on the award of attorneys' fees, and language limiting the Defendants' liabilities. Lastly, the arbitration provision is found in Paragraph 42 of the 13-page Lease Agreement and is written in the same font and format as all other paragraphs. *See* Pla.'s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. Other than the parties' initials below the paragraph, there are no other conspicuous aspects that would alert Plaintiff to the significance of the arbitration provision. *See Id.*

As the subject Lease is a contract of adhesion, this Court determines the Plaintiff lacked meaningful choice and could not negotiate its terms, and that the arbitration clause contains several oppressive and one-sided terms. For these reasons, the arbitration clause of the Lease agreement is unconscionable, and thus unenforceable.

Based on the foregoing evidence, this Court determines Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration is **DENIED**.

AND IT IS SO ORDERED.

The Honorable Carmen T. Mullen

Charleston, South Carolina
October __, 2025



Charleston Common Pleas

Case Caption: Delores Walker VS Re Carroll Management Company , defendant, et al
Case Number: 2025CP1002946
Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Delores Walker,

Plaintiff,

vs.

RE Carroll Management Company,
Harborstone LLC, d/b/a Harborstone
Apartments,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-02946

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

PLEASE TAKE NOTICE that Defendants RE Carroll Management Company and Harborstone, LLC (collectively "Defendants"), by and through undersigned counsel, respectfully move this Court for an Order granting relief from its Order Denying Defendants' Motion to Dismiss and/or Compel Arbitration, entered on October 24, 2025 (attached hereto as *Exhibit A*).

This Motion is made pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure and is supported by the Affidavit of Adam Spivey, Associate General Counsel for RE Carroll Management Company (attached hereto as *Exhibit B*), as well as such supporting memorandum of law and oral argument as will be submitted and presented to the Court.

In support thereof, Defendants state the following:

1. Paragraph 42 of the Apartment Lease Agreement ("Lease Agreement") between the parties, attached hereto as *Exhibit C*, provides that any claims, disputes, or

other matters arising out of or relating to the Lease—or the relationship between the Landlord and Tenant created by the Lease—shall be resolved through arbitration.

2. Paragraph 42 of the Lease Agreement provides clear and explicit notice that disputes arising under the Lease Agreement are subject to arbitration pursuant to the Federal Arbitration Act (“FAA”), which governs and validates such provisions under South Carolina law.

3. Paragraph 42 of the Lease Agreement was separately initialed by Plaintiff with the initials “DW” on November 21, 2022, clearly demonstrating Plaintiff’s express acknowledgment and acceptance of the arbitration provision.

4. The claims asserted in the above-captioned action, including alleged violations of the South Carolina Residential Landlord and Tenant Act and claims of negligence or gross negligence, arise directly from the Lease Agreement and the landlord-tenant relationship it created. These claims fall squarely within the scope of arbitrable disputes governed by the Lease.

5. The Court heard oral argument on September 11, 2025. At that hearing, Plaintiff for the first time argued that the Lease Agreement did not involve interstate commerce and that the FAA therefore did not apply, citing *Hicks Unlimited, Inc. v. Unifirst Corp.*, 439 S.C. 623, 889 S.E.2d 564 (2023).

6. Defendants offered to submit an affidavit from their General Counsel to establish that the Lease Agreement and the property management operations at issue involve interstate commerce; however, the Court declined to allow additional evidence.

The issue of interstate commerce had not been raised in briefing or otherwise identified prior to the hearing, and the Court made no findings on the record at that time.

7. On September 17, 2025, counsel for the Plaintiff submitted a proposed Order denying Defendants' Motion. Defendants respectfully submitted limited revisions to counsel and the Court to ensure that the Order accurately reflected the procedural record and the absence of findings announced by the Court on the record at the hearing. Those proposed revisions were not incorporated into the final Order.

8. In its Order dated October 24, 2025, the Court denied Defendants' Motion, concluding (1) that the Lease did not involve interstate commerce and therefore was not governed by the FAA, rendering the arbitration clause invalid under South Carolina law, and (2) that the arbitration clause was unconscionable and unenforceable.

9. Defendants respectfully submit that reconsideration is warranted under Rule 59(e) because the Order rests upon errors of law and fact. The undisputed record, together with the attached Affidavit of Associate General Counsel Adam Spivey, establishes that the Lease Agreement and property management operations at issue involve interstate commerce, rendering the FAA controlling and preemptive of any contrary state-law notice requirements.

10. The Plaintiff voluntarily executed the Lease Agreement, which contains a mutual arbitration clause. The clause binds both parties equally, clearly discloses the waiver of a jury trial, and does not limit remedies, restrict damages, or impose excessive costs. Even assuming state law applies, the Court's finding of unconscionability misapplies controlling precedent and is unsupported by the record.

11. This Motion is based upon the Federal Arbitration Act (9 U.S.C. § 1 et seq.), the Apartment Lease Agreement attached hereto, the Affidavit of Adam Spivey, and such additional authorities, memoranda, and oral argument as may be presented in support of this Motion.

WHEREFORE, for the foregoing reasons, Defendants respectfully request that this Court reconsider and amend its Order entered October 24, 2025, and issue an amended Order compelling arbitration of Plaintiff's claims in accordance with the terms of the executed Lease Agreement.

Respectfully submitted,

CLAWSON AND STAUBES, LLC

s/Amanda M. Gaston

Amanda M. Gaston, Esq.
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126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
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Fax: (843) 722-2867
Email: agaston@cslaw.com
Attorney for Defendants

Charleston, South Carolina
October 30, 2025

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO: 2025-CP-10-02946
DELORES WALKER,	)	
	)	ORDER DENYING DEFENDANTS'
Plaintiff,	)	MOTION TO DISMISS AND/OR
	)	COMPEL ARBITRATION IN THE
	)	ALTERNATIVE
vs.	)	
	)	
RE CARROLL MANAGEMENT	)	
COMPANY, HARBORSTONE LLC,	)	
HARBORSTONE APARTMENTS	)	
	)	
Defendants.	)	
_____	)	

This matter came before the Court on RE Carroll Management Company and Harborstone LLC's (hereinafter "Defendant Harborstone") Motion to Dismiss and/or Compel Arbitration, filed June 26, 2025. The Court heard arguments from counsel on September 11, 2025. Having reviewed the Motion, memoranda from the parties' counsel, and oral arguments, the Court hereby **DENIES** Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration. This decision is based on the following:

This matter arises from a premises liability claim concerning an alleged incident that occurred on March 7, 2023, when Plaintiff Delores Walker (hereinafter "Plaintiff") was injured while disposing of her trash into a trash compactor allegedly owned and maintained by Defendant Harborstone in Ladson, South Carolina. A Complaint was initiated against Defendants in this Court on May 20, 2025. Defendant Harborstone filed a Motion to Dismiss and/or Compel Arbitration in the Alternative seeking to enforce the arbitration clause contained in Defendant Harborstone's Lease ("Lease") with Plaintiff, which is this Motion.

This Court denies the Defendant's Motion for two reasons.

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I. THE ARBITRATION CLAUSE IS INVALID BECAUSE THE LEASE DOES NOT INVOLVE INTERSTATE COMMERCE AND DOES NOT MEET THE NOTICE REQUIREMENTS UNDER SOUTH CAROLINA STATE LAW.

This Court finds that the arbitration provision found in Defendant Harborstone's lease agreement does not involve interstate commerce, the Federal Arbitration Act ("FAA") does not control, and therefore the arbitration provision is invalid under South Carolina State law for the following reasons:

A. The FAA governs an arbitration provision only if the contract involves interstate commerce and it is the burden of the moving party to prove the contract involved commerce in fact.

The Lease between Defendant Harborstone and Plaintiff included an arbitration provision on page 13, Paragraph 42, stating "all claims, demands, disputes, actions for damages, or other causes of action, whether in contract, tort, statutory or other law, ('Disputes') that in any way (i) arise out of and relate to this Lease, or (ii) arise out of and relate to the relationship of the Landlord and Resident created by this lease...will be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and will enforceable pursuant to the Federal Arbitration Act." See Pla.'s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. "To the extent that the laws of any state, including the laws of the State of South Carolina, conflict with the enforcement of this arbitration provision, the Federal Arbitration Act will control." See *id.*

The Supreme Court of South Carolina in *Hicks Unlimited, Inc. v. Unifirst Corp.*, has made it clear that "a provision in an arbitration agreement declaring that the FAA applies is not 'fait accompli.'" 439 S.C. 623, 630, 889 S.E.2d 564, 567 (S.C. 2023). "Just as the parties may not prove the requisite connection by agreeing their transaction or relationship 'contemplates' interstate commerce, *they may not make the connection by declaring or contemplating the FAA will govern.*" *Hicks Unlimited*, 439 S.C. at 632, 889 S.E.2d at 568 (emphasis added). The *Hicks Unlimited* Court further clarified that the reliance on the Supreme Court's prior rulings in *Munoz v. Green Tree Fin.*

Corp. and *Damico v. Lennar Carolinas, LLC*, have “allow[ed] parties to agree the FAA preempts South Carolina law without an accompanying demonstration the contract involves interstate commerce,” is misplaced and the analysis must start with finding the contract involve interstate commerce. *Id.* (referencing *Munoz v. Green Tree Financial Corp.*, 343 S.C. 531, 542, S.E.2d 360 (2001); *Damico v. Lennar Carolinas, LLC*, 430 S.C. 188, 844 S.E.2d 66 (Ct. App. 2020)). The party claiming the FAA preempts state law bears the burden of proving the contract involves interstate commerce. *Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 458, 730 S.E.2d 312, 317-18 (S.C. 2012)).

The language in the arbitration provision in Defendant Harborstone’s Lease states that the FAA controls and preempts the laws of South Carolina. The provision merely declares the FAA governs and does not extend to offer any other description of the implication of the FAA’s control. Defense counsel argues that the language of the provision declaring the FAA applies and preempts state law was contemplated between the parties. This Court is not inclined to rule that the FAA governs the arbitration provision without furthering the analysis to consider whether interstate commerce is involved in the contract.

B. The lease agreement does not involve interstate commerce and is therefore invalid under the FAA and the South Carolina Code §15-48-10 arbitration notice requirement.

To ascertain whether a transaction involves commerce within the meaning of the FAA, the court must examine the agreement, the complaint, and the surrounding facts. *See Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 380, 759 S.E.2d 727, 732 (2014)). The United States Supreme Court and the South Carolina Supreme Court have relied on affidavits when determining whether a transaction involves

interstate commerce. *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 592, 553 S.E.2d 110, 117 (S.C. 2001).

In this case, Plaintiff entered into a Lease Agreement with Defendant Harborstone in Charleston County, South Carolina, on November 25, 2022, and is titled “Apartment Lease Agreement – South Carolina.” See Pla.’s Memo. In Opp. of Mot. to Dismiss & Compel Arbitration, Ex.1 at 1. By the Lease Agreement, Plaintiff was to lease and rent from Landlord Defendant Harborstone an apartment located at address 3825 Ladson Road, Apartment 1202, Ladson, South Carolina 29456. See *Id.* Defendant RE Carroll Management Company is a North Carolina corporation authorized to conduct business in the County of Charleston, State of South Carolina. Defendant RE Carroll Management Company manages and maintains Harborstone Apartments in Charleston County, South Carolina. The obligations between the Defendant Landlord and Plaintiff arose out of the contractual relationship, solely regarding the Harborstone premises, located in Charleston County, South Carolina. Plaintiff alleges that Defendant Harborstone is liable for the injuries Plaintiff sustained while disposing of her trash into a trash compactor owned and maintained by Harborstone Apartments in Charleston County, South Carolina. Complaint at ¶ 8; 16.

This Court finds that contract is devoid of any basis of fact for holding that the Lease Agreement between the parties involved or contemplated interstate commerce. Without a finding that the contract involves interstate commerce, there is no basis to hold that the FAA governs the arbitration provision and therefore does not preempt the South Carolina Arbitration Act notice requirement in S.C. Code Ann. §15-48-10(a) (2005). The initial page of the contract is silent regarding the Lease being subject to arbitration and fails to meet the notice requirement in S.C. Code Ann. §15-48-10(a) (2005). Therefore, the arbitration provision is invalid and unenforceable.

II. THE ARBITRATION CLAUSE IS UNCONSCIONABLE AND THEREFORE UNENFORCEABLE.

Even if the arbitration provision was found to be valid under the FAA, which this Court finds it is not, the arbitration clause found in Paragraph 42 of the Lease Agreement would be unenforceable under South Carolina law. “In conducting an unconscionability inquiry, courts may only consider the provisions of the arbitration agreement itself, and not those of the whole contract.” *Smith v. D.R. Horton*, 417 S.C. 42, 48, 790 S.E.2d 1, 4, (2016). Unconscionability, as it pertains to a contractual arbitration clause, is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them, and no fair and honest person would accept them. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). Whether one party lacks meaningful choice in entering the arbitration agreement at issue typically speaks to the fundamental fairness of the bargaining process.” *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013). In determining whether an arbitration clause is unconscionable, South Carolina courts consider both the absence of meaningful choice and whether the clause contains oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007).

Predictably, arbitration clauses are often found in contracts of adhesion. An adhesion contract is a standard form contract offered on a “take-it-or-leave-it” basis with terms that are not negotiable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 260, 365 (2001). And while an arbitration clause in an adhesion contract is not *per se* unconscionable, it is a strong indication that there is lack of meaningful choice in negotiating the terms of the contract and is met with “considerable skepticism” by courts. *Simpson*, 373 S.C. at 25, 644 S.E. 2d at 669 (2007). The South Carolina Supreme Court in *Simpson* held this position especially in analyzing adhesion

contracts involving consumer or weaker party and a retailer, due to the disparity in bargaining positions of the parties. *Id.* at 26.

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Here, the Lease agreement between the Plaintiff and Defendant is clearly an adhesion contract. The arbitration provision was not negotiable on the Plaintiff's behalf and was presented to her on a "take-it-or-leave-it" basis. There is no bargaining power to the terms of the Lease agreement on the Plaintiff's behalf. There is a clear distinction in the sophistication of the parties. Defendants manage multiple apartment complexes across South Carolina and regularly conduct property lease transactions and other real property transactions. Plaintiff is a 55-year-old woman, with a high school level education, and had no other formal knowledge of business transactions or contracts. Even if Plaintiff held any form of bargaining power to the provisions of the Lease agreement, she would lack the business judgment to understand the effect of the arbitration

provision. Plaintiff lacked assistance from counsel when signing and entering into the Lease agreement. The Lease agreement was delivered via electronic mail and was electronically signed by Plaintiff. Plaintiff is a party to a singular Lease agreement with Defendants and rented a single unit in the Harborstone Apartment complex. Defendant RE Carroll Management Company is a multi-million-dollar corporation, doing business across the State of South Carolina, and is a party to numerous leasing agreements. Plaintiff would hardly be considered a substantial business concern to a multi-state corporation such as RE Carroll Management Company.

The arbitration provision contains several oppressive and one-sided terms including the inability to participate in a class action or any proceeding where someone acts in a representative capacity, limitations on the award of attorneys' fees, and language limiting the Defendants' liabilities. Lastly, the arbitration provision is found in Paragraph 42 of the 13-page Lease Agreement and is written in the same font and format as all other paragraphs. *See* Pla.'s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. Other than the parties' initials below the paragraph, there are no other conspicuous aspects that would alert Plaintiff to the significance of the arbitration provision. *See Id.*

As the subject Lease is a contract of adhesion, this Court determines the Plaintiff lacked meaningful choice and could not negotiate its terms, and that the arbitration clause contains several oppressive and one-sided terms. For these reasons, the arbitration clause of the Lease agreement is unconscionable, and thus unenforceable.

Based on the foregoing evidence, this Court determines Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration is **DENIED**.

AND IT IS SO ORDERED.

The Honorable Carmen T. Mullen

Charleston, South Carolina
October __, 2025



Charleston Common Pleas

Case Caption: Delores Walker VS Re Carroll Management Company , defendant, et al
Case Number: 2025CP1002946
Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

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EXHIBIT B

AFFIDAVIT OF ASSOCIATE GENERAL COUNSEL
RE CARROLL MANAGEMENT COMPANY (n/n/a Ari Apartment Management
Company) AND HARBORSTONE, LLC

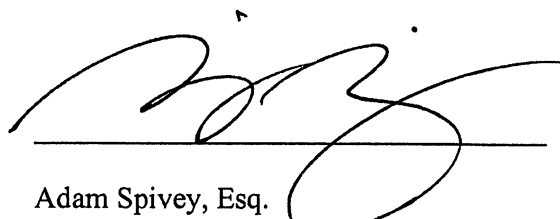
Personally appeared before me, the undersigned, who being duly sworn, deposes and states as follows:

1. My name is Adam Spivey, Esq., and I am over the age of eighteen (18) years. I am competent to testify to the matters set forth herein.
2. I currently serve as Associate General Counsel for RE Carroll Management Company ("RECM") and Harborstone, LLC ("Harborstone").
3. RECM is a professional property management company incorporated under the laws of the State of North Carolina and headquartered in Greensboro, North Carolina.
4. Harborstone is a limited liability company organized under the laws of the State of North Carolina and headquartered in Greensboro, North Carolina.
5. RECM and Harborstone are affiliated companies.
6. RECM is engaged in the operation and management of multifamily residential dwellings and conducts business in South Carolina. Among the properties managed by RECM is Harborstone Apartments, located in Charleston County, South Carolina.
7. RECM conducts substantial business operations that involve interstate commerce. These operations include but are not limited to:
 - a) Engagement of national and out-of-state vendors and contractors for repair, maintenance, and renovation work at properties under its management, including Harborstone Apartments;
 - b) Procurement of goods and services across state lines, such as appliances, building materials, and property management software;
 - c) Routine interstate correspondence, contract negotiation, and financial transactions between its North Carolina corporate office and the properties under management in South Carolina and other states.
8. Lease agreements used at Harborstone Apartments are executed by tenants and an authorized agent of RECM, in the ordinary course of RECM's interstate business operations.
9. The Lease Agreement at issue in this matter, including its arbitration provision, was executed in the context of RECM's multistate property management business and involved the use of goods, services, and communications affecting interstate commerce.

10. It is RECM's standard practice to include an arbitration clause in its residential leases, including the Lease Agreement governing the tenancy at Harborstone Apartments, and to designate that such arbitration provisions are governed by the Federal Arbitration Act.
11. Based on my knowledge and experience as Associate General Counsel, and based on the nature and scope of RECM's operations, the Lease Agreement at issue in this case was made in connection with a transaction involving interstate commerce, and therefore falls within the scope of the Federal Arbitration Act.

I declare under penalty of perjury under the laws of the United States of America and the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.


Adam Spivey, Esq.
Associate General Counsel
The Carroll Companies

SWORN TO AND SUBSCRIBED

Before me this 26 day of June, 2025.

Hilary Webb Probst
Notary Public for Guilford County

My Commission Expires: July 24, 2029

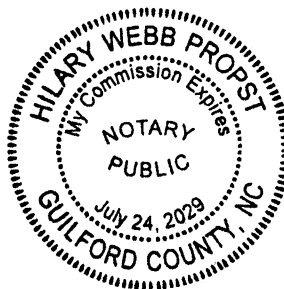


EXHIBIT C**Apartment Lease Agreement - South Carolina****1. Parties:**

- a. "Landlord": **Harborstone**
- b. "Resident": **John Clark, Delores Walker, Daniel Walker Jr.**
- c. "Guarantor(s)": (if applicable, see attached Guaranty of this Lease)
- d. "Permitted Occupants":
- e. "Apartment": **3825 Ladson Road Apt 1202, Ladson, SC 29456 (Resident's physical address)**
- f. "Premises": **Harborstone** (Name of Apartment Community). Located in **Charleston County, SC**

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

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

BASE MONTHLY RENT: \$1540.00	INITIAL TERM: Commencing: 01/25/2023 Expiration: 02/24/2024
-------------------------------------	--

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

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

Concession(s): Yes ☐ No ☒		
Concession Amount		Description
\$0.00		
\$0.00		
Miscellaneous Fees:		
(Short Term/Month-to-Month)	\$0	
Facilities Charge (monthly)	\$40.00	

TOTAL MONTHLY RENT:	\$1580.00
(Base Monthly Rent plus Total Additional Monthly Rents minus Monthly Concessions and Discounts)	

<u>LATE FEES PER MONTH:</u>		\$154.00
(Late Fee will be the greater of \$154.00 or 10% of the <u>Base Monthly Rent</u> if rent paid after the fifth (5 th) of month)		
Prorated Rent for Partial First Month:		\$356.77
[Equal to (Total Monthly Rent) / (days in calendar month) x (days remaining in first month)]		
<u>DEPOSITS:</u>		
Security Deposit:	Pet Deposit (Per Pet)	Other Deposits: (Describe)
\$150.00		
TOTAL SECURITY DEPOSIT:		\$150.00

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

3. Term: The term of this Lease shall be for **13** months commencing **01/25/2023** and expiring **02/24/2024** ("Initial Term"). The Initial Term shall be renewed on a month-to-month basis unless either party provides the other party written notice of termination sixty (60) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any month-to-month tenancy. In addition, Landlord may notify Resident not less than sixty (60) days prior to the expiration of the Initial Term that rent for the renewal term shall be different than the Base Monthly Rent and or Total Monthly Rent stated herein ("Lease Renewal Notice"). In the event that Resident fails to provide Landlord with written notice of termination of Lease within 10 days after the date shown on the Lease Renewal Notice, the total monthly rent for the renewal term shall be the amount set forth in the Lease Renewal Notice. Resident acknowledges and agrees that any written notice of termination delivered under this Section 3 will not take effect until the last day of the Initial Term or on the last day of any subsequent month-to-month term, as applicable. Therefore, Resident may not terminate this Agreement before the last day of the Initial Term or a subsequent month-to-month term, as applicable, regardless of how many days written notice is given by Resident to Landlord and any attempt to terminate the Lease prior to the last day of the Initial Term or month-to-month term, except as explicitly permitted by the terms of this Lease, shall be a breach of this Agreement by Resident and the Landlord shall have the right to avail itself the remedies set forth in Section 27 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Table 18(a):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Resident's Duties upon Termination: Upon any termination of the tenancy created hereby, whether by the Landlord or Resident, and whether for breach or otherwise, the Resident shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Landlord Initials

Resident Initials:

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

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

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

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

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

a material breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

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

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

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

[Signature page follows]

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1002946

Delores Walker
PLAINTIFF(S)

Re Carroll Management Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter came before the Court on November 24, 2025 on Defendant's Motion to Reconsider filed on October 30, 2025. After reviewing the filed pleadings, memorandums, and oral arguments, Defendant's Motion is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/02/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Delores Walker VS Re Carroll Management Company , defendant, et al

Case Number: 2025CP1002946

Type: Order/Electronic Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2025-12-02 18:13:00 page 3 of 3

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
Dec 19 2025
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Case No.: 2025-CP-10-02946

Delores Walker,

Respondent,

v.

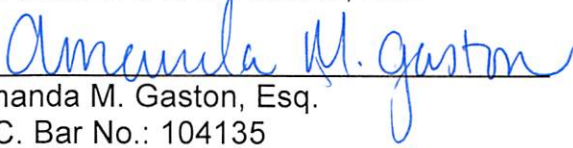
RE Carroll Management Company,
Harborstone, LLC, d/b/a Harborstone
Apartments

Appellants.

NOTICE OF APPEAL

Pursuant to Rule 203, SCACR, R.E. Carroll Management Company and Harborstone, LLC, hereby timely appeal the Order of the Court denying Appellants' Motion to Dismiss and/or Compel Arbitration. The Order was issued on October 24, 2025, with Appellants receiving notice of entry on that same day. Appellants filed a Motion to Reconsider, which the Court denied on December 3, 2025.

CLAWSON and STAUBES, LLC


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Attorney for Appellants

December 19, 2025

ELECTRONICALLY FILED - 2025 Dec 19 11:29 AM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002946

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Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Case No.: 2025-CP-10-02946

Delores Walker,

Respondent,

v.

RE Carroll Management Company,
Harborstone, LLC, d/b/a Harborstone
Apartments

Appellants.

PROOF OF SERVICE

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

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

Served: Dominick J. Callela, Esq
Jeffrey W. Ward, Jr., Esq
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ward@mdswlegal.com
chase@mdswlegal.com


Kayla M. Farah

December 19, 2025

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
DELORES WALKER,)
)
Plaintiff,)
)
)
vs.)
)
RE CARROLL MANAGEMENT)
COMPANY, HARBORSTONE LLC,)
HARBORSTONE APARTMENTS)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO: 2025-CP-10-02946

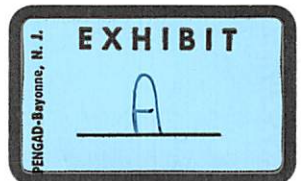
**ORDER DENYING DEFENDANTS'
MOTION TO DISMISS AND/OR
COMPEL ARBITRATION IN THE
ALTERNATIVE**

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Dec 19 2025
SC Court of Appeals

This matter came before the Court on RE Carroll Management Company and Harborstone LLC's (hereinafter "Defendant Harborstone") Motion to Dismiss and/or Compel Arbitration, filed June 26, 2025. The Court heard arguments from counsel on September 11, 2025. Having reviewed the Motion, memoranda from the parties' counsel, and oral arguments, the Court hereby **DENIES** Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration. This decision is based on the following:

This matter arises from a premises liability claim concerning an alleged incident that occurred on March 7, 2023, when Plaintiff Delores Walker (hereinafter "Plaintiff") was injured while disposing of her trash into a trash compactor allegedly owned and maintained by Defendant Harborstone in Ladson, South Carolina. A Complaint was initiated against Defendants in this Court on May 20, 2025. Defendant Harborstone filed a Motion to Dismiss and/or Compel Arbitration in the Alternative seeking to enforce the arbitration clause contained in Defendant Harborstone's Lease ("Lease") with Plaintiff, which is this Motion.

This Court denies the Defendant's Motion for two reasons.



I. THE ARBITRATION CLAUSE IS INVALID BECAUSE THE LEASE DOES NOT INVOLVE INTERSTATE COMMERCE AND DOES NOT MEET THE NOTICE REQUIREMENTS UNDER SOUTH CAROLINA STATE LAW.

This Court finds that the arbitration provision found in Defendant Harborstone's lease agreement does not involve interstate commerce, the Federal Arbitration Act ("FAA") does not control, and therefore the arbitration provision is invalid under South Carolina State law for the following reasons:

A. The FAA governs an arbitration provision only if the contract involves interstate commerce and it is the burden of the moving party to prove the contract involved commerce in fact.

The Lease between Defendant Harborstone and Plaintiff included an arbitration provision on page 13, Paragraph 42, stating "all claims, demands, disputes, actions for damages, or other causes of action, whether in contract, tort, statutory or other law, ('Disputes') that in any way (i) arise out of and relate to this Lease, or (ii) arise out of and relate to the relationship of the Landlord and Resident created by this lease...will be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and will enforceable pursuant to the Federal Arbitration Act." *See* Pla.'s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. "To the extent that the laws of any state, including the laws of the State of South Carolina, conflict with the enforcement of this arbitration provision, the Federal Arbitration Act will control." *See id.*

The Supreme Court of South Carolina in *Hicks Unlimited, Inc. v. Unifirst Corp.*, has made it clear that "a provision in an arbitration agreement declaring that the FAA applies is not 'fait accompli.'" 439 S.C. 623, 630, 889 S.E.2d 564, 567 (S.C. 2023). "Just as the parties may not prove the requisite connection by agreeing their transaction or relationship 'contemplates' interstate commerce, *they may not make the connection by declaring or contemplating the FAA will govern.*" *Hicks Unlimited*, 439 S.C. at 632, 889 S.E.2d at 568 (emphasis added). The *Hicks Unlimited* Court further clarified that the reliance on the Supreme Court's prior rulings in *Munoz v. Green Tree Fin.*

Corp. and *Damico v. Lennar Carolinas, LLC*, have “allow[ed] parties to agree the FAA preempts South Carolina law without an accompanying demonstration the contract involves interstate commerce,” is misplaced and the analysis must start with finding the contract involve interstate commerce. *Id.* (referencing *Munoz v. Green Tree Financial Corp.*, 343 S.C. 531, 542, S.E.2d 360 (2001); *Damico v. Lennar Carolinas, LLC*, 430 S.C. 188, 844 S.E.2d 66 (Ct. App. 2020)). The party claiming the FAA preempts state law bears the burden of proving the contract involves interstate commerce. *Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 458, 730 S.E.2d 312, 317-18 (S.C. 2012)).

The language in the arbitration provision in Defendant Harborstone’s Lease states that the FAA controls and preempts the laws of South Carolina. The provision merely declares the FAA governs and does not extend to offer any other description of the implication of the FAA’s control. Defense counsel argues that the language of the provision declaring the FAA applies and preempts state law was contemplated between the parties. This Court is not inclined to rule that the FAA governs the arbitration provision without furthering the analysis to consider whether interstate commerce is involved in the contract.

B. The lease agreement does not involve interstate commerce and is therefore invalid under the FAA and the South Carolina Code §15-48-10 arbitration notice requirement.

To ascertain whether a transaction involves commerce within the meaning of the FAA, the court must examine the agreement, the complaint, and the surrounding facts. *See Hicks Unlimited*, 439 S.C. at 633, 889 S.E.2d at 569 (citing *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 380, 759 S.E.2d 727, 732 (2014)). The United States Supreme Court and the South Carolina Supreme Court have relied on affidavits when determining whether a transaction involves

interstate commerce. *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 592, 553 S.E.2d 110, 117 (S.C. 2001).

In this case, Plaintiff entered into a Lease Agreement with Defendant Harborstone in Charleston County, South Carolina, on November 25, 2022, and is titled “Apartment Lease Agreement – South Carolina.” See Pla.’s Memo. In Opp. of Mot. to Dismiss & Compel Arbitration, Ex.1 at 1. By the Lease Agreement, Plaintiff was to lease and rent from Landlord Defendant Harborstone an apartment located at address 3825 Ladson Road, Apartment 1202, Ladson, South Carolina 29456. See *Id.* Defendant RE Carroll Management Company is a North Carolina corporation authorized to conduct business in the County of Charleston, State of South Carolina. Defendant RE Carroll Management Company manages and maintains Harborstone Apartments in Charleston County, South Carolina. The obligations between the Defendant Landlord and Plaintiff arose out of the contractual relationship, solely regarding the Harborstone premises, located in Charleston County, South Carolina. Plaintiff alleges that Defendant Harborstone is liable for the injuries Plaintiff sustained while disposing of her trash into a trash compactor owned and maintained by Harborstone Apartments in Charleston County, South Carolina. Complaint at ¶ 8; 16.

This Court finds that contract is devoid of any basis of fact for holding that the Lease Agreement between the parties involved or contemplated interstate commerce. Without a finding that the contract involves interstate commerce, there is no basis to hold that the FAA governs the arbitration provision and therefore does not preempt the South Carolina Arbitration Act notice requirement in S.C. Code Ann. §15-48-10(a) (2005). The initial page of the contract is silent regarding the Lease being subject to arbitration and fails to meet the notice requirement in S.C. Code Ann. §15-48-10(a) (2005). Therefore, the arbitration provision is invalid and unenforceable.

II. THE ARBITRATION CLAUSE IS UNCONSCIONABLE AND THEREFORE UNENFORCEABLE.

Even if the arbitration provision was found to be valid under the FAA, which this Court finds it is not, the arbitration clause found in Paragraph 42 of the Lease Agreement would be unenforceable under South Carolina law. “In conducting an unconscionability inquiry, courts may only consider the provisions of the arbitration agreement itself, and not those of the whole contract.” *Smith v. D.R. Horton*, 417 S.C. 42, 48, 790 S.E.2d 1, 4, (2016). Unconscionability, as it pertains to a contractual arbitration clause, is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them, and no fair and honest person would accept them. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). Whether one party lacks meaningful choice in entering the arbitration agreement at issue typically speaks to the fundamental fairness of the bargaining process.” *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013). In determining whether an arbitration clause is unconscionable, South Carolina courts consider both the absence of meaningful choice and whether the clause contains oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007).

Predictably, arbitration clauses are often found in contracts of adhesion. An adhesion contract is a standard form contract offered on a “take-it-or-leave-it” basis with terms that are not negotiable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 260, 365 (2001). And while an arbitration clause in an adhesion contract is not *per se* unconscionable, it is a strong indication that there is lack of meaningful choice in negotiating the terms of the contract and is met with “considerable skepticism” by courts. *Simpson*, 373 S.C. at 25, 644 S.E. 2d at 669 (2007). The South Carolina Supreme Court in *Simpson* held this position especially in analyzing adhesion

contracts involving consumer or weaker party and a retailer, due to the disparity in bargaining positions of the parties. *Id.* at 26.

The South Carolina Supreme Court in *Smith v. D.R. Horton*, adopted the *Simpson* analysis to determine if a meaningful choice to arbitrate was made by considering (1) the relative disparity in the parties' bargaining power, (2) the parties' relative sophistication, (3) whether the parties were represented by counsel, and (4) whether the plaintiff is a substantial business concern. 417 S.C. at 49, 790 S.E.2d at 4 (2016) (quoting *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669). Courts will also consider the inconspicuous nature of the arbitration provision in light of its consequences. *Simpson*, 373 S.C. at 27, 644 S.E.2d at 663. In determining whether an arbitration clause is unconscionable and therefore unenforceable, South Carolina courts will also consider whether the contract contains oppressive and one-sided terms. *See Simpson*, 373 S.C. at 27, 644 S.E.2d at 670. The court in *Damico v. Lennar Carolinas, LLC* stated "*adhesive contracts are not unconscionable in and of themselves so long as the terms are even-handed.*" 437 S.C. 596, 614, 879 S.E.2d 746, 756 (2022) (emphasis in the original).

Here, the Lease agreement between the Plaintiff and Defendant is clearly an adhesion contract. The arbitration provision was not negotiable on the Plaintiff's behalf and was presented to her on a "take-it-or-leave-it" basis. There is no bargaining power to the terms of the Lease agreement on the Plaintiff's behalf. There is a clear distinction in the sophistication of the parties. Defendants manage multiple apartment complexes across South Carolina and regularly conduct property lease transactions and other real property transactions. Plaintiff is a 55-year-old woman, with a high school level education, and had no other formal knowledge of business transactions or contracts. Even if Plaintiff held any form of bargaining power to the provisions of the Lease agreement, she would lack the business judgment to understand the effect of the arbitration

provision. Plaintiff lacked assistance from counsel when signing and entering into the Lease agreement. The Lease agreement was delivered via electronic mail and was electronically signed by Plaintiff. Plaintiff is a party to a singular Lease agreement with Defendants and rented a single unit in the Harborstone Apartment complex. Defendant RE Carroll Management Company is a multi-million-dollar corporation, doing business across the State of South Carolina, and is a party to numerous leasing agreements. Plaintiff would hardly be considered a substantial business concern to a multi-state corporation such as RE Carroll Management Company.

The arbitration provision contains several oppressive and one-sided terms including the inability to participate in a class action or any proceeding where someone acts in a representative capacity, limitations on the award of attorneys' fees, and language limiting the Defendants' liabilities. Lastly, the arbitration provision is found in Paragraph 42 of the 13-page Lease Agreement and is written in the same font and format as all other paragraphs. *See* Pla.'s Memo. In Opp. of Mot. To Dismiss & Compel Arbitration, Ex.1 at 13. Other than the parties' initials below the paragraph, there are no other conspicuous aspects that would alert Plaintiff to the significance of the arbitration provision. *See Id.*

As the subject Lease is a contract of adhesion, this Court determines the Plaintiff lacked meaningful choice and could not negotiate its terms, and that the arbitration clause contains several oppressive and one-sided terms. For these reasons, the arbitration clause of the Lease agreement is unconscionable, and thus unenforceable.

Based on the foregoing evidence, this Court determines Defendant Harborstone's Motion to Dismiss and/or Compel Arbitration is **DENIED**.

AND IT IS SO ORDERED.

The Honorable Carmen T. Mullen

Charleston, South Carolina
October __, 2025



Charleston Common Pleas

Case Caption: Delores Walker VS Re Carroll Management Company , defendant, et al
Case Number: 2025CP1002946
Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2025-10-24 12:53:17 page 9 of 9

ELECTRONICALLY FILED 2025 Dec 19 11:24 AM - CHARLESTON - COMMON PLEAS CASE# 2025CP1002946

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1002946

Delores Walker
PLAINTIFF(S)

Re Carroll Management Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter came before the Court on November 24, 2025 on Defendant's Motion to Reconsider filed on October 30, 2025. After reviewing the filed pleadings, memorandums, and oral arguments, Defendant's Motion is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/02/2025 .

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Dec 19 2025

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



SCRCP Form 4CE (08/31/2017)

Page 2 of 2

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

Court Reporter:



Charleston Common Pleas

Case Caption: Delores Walker VS Re Carroll Management Company , defendant, et al
Case Number: 2025CP1002946
Type: Order/Electronic Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2025-12-02 18:13:00 page 3 of 3

RECEIVED

Jun 26 2026

SC Court of Appeals

CERTIFICATE OF SERVICE

I certify that I have served the foregoing on Respondent Delores Walker by emailing a copy to her attorneys, Dominick J. Callela (dominick@mdswlegal.com), Jeffrey W. Ward, Jr. (ward@mdswlegal.com), and Amy E. McLaren (amy@mdswlegal.com).

June 26, 2026

/s/ Matthew Hughes
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