

To: South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

3-18-19

From : Howard W. Charpia
106 Axtell Drive
Summerville, SC 29485

Re: Case # 2009-CP-18-2200
Appellant Case # 2018-001867

Dear Court,

Received your deficiency letter on 3-16-19 . Attorney Cisa requested an extension of 30 days for the Appellant's Brief to be submitted on or before January 26, 2019 . His request was granted. (see attached)

Attorney Cisa filed his Initial Brief on January 30, 2019 , ~~past the Court's~~

~~granted deadline.~~

My family was forced to move to a new residence by February 1, 2019 .

(see attached)

Per the change of address with the USPS submitted , we did not receive mail until February 5 , 2019 .

I did not receive the Appellant's (McMasters) brief until February 6, 2019.

I mailed my (Respondent's) brief on March 4, 2019 and your received on 3-6-19 .

I did filed my brief in a "timely" manner per the above references and dates.

Howard W. Charpia

Howard W. Charpia

RECEIVED
MAR 21 2019
SC Court of Appeals



RESIDENTIAL RENTAL AGREEMENT



This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina
County of DORCHESTER

This rental agreement made at SUMMERVILLE, South Carolina, this 4th day of January, 2019, between Howard Chiarpia Tenant(s) (hereinafter called "TENANT"), and AGENTOWNED PROPERTY MANAGEMENT Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE LANDLORD TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- 1. LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- 2. LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of DORCHESTER, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
106 Axtell Dr
Summerville, SC 29485
- 3. TERMS:** This Rental Agreement shall commence on the 1st day of February, 2019 and end on the 31st day of January, 2020. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- 4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).
- 5. RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
- 6. RENT:** Tenant agrees to pay Landlord a rent of \$ 1,700.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 20,400.00. The rent is payable to: AGENTOWNED or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$ 170.00 per day if rent is paid after the 5TH day of the month, and an additional fee of \$ 75.00 after the 6TH day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 56.67 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

[Signature]) TENANT [] TENANT AND [[Signature]] LANDLORD HAVE READ THIS PAGE. Form 410
PAGE 1 OF 8

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable William P. Keesley
Appellate Case No. 2018-001867

RECEIVED
DEC 31 2018
SC Court of Appeals

Case No.: 2009-CP-18-2200

Rene McMasters, now known as Rene McMasters Ronaghan, Appellant

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia, Defendants

Of whom H. Wayne Charpia a/k/a Howard W. Charpia is the Respondent

MOTION FOR EXTENSION OF TIME TO FILE INITIAL BRIEF AND DESIGNATION OF
MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

The Appellant, Rene McMasters, hereby petitions the Court for a thirty (30) day extension of time in which to file her Initial Brief and Designation of Matter to be Included in the Record on Appeal. Based on Respondent's calculation, the initial brief is due on or about December 27, 2018. With a thirty (30) day extension, ~~the Initial Brief and Designation of Matter to be Included in the Record on Appeal will be due on or about January 26, 2019.~~

The basis for this motion is that due to Appellant's counsel's schedule he has not had time to prepare the Initial Brief and Designation of Matter.

Cisa & Dodds, LLP
Frank M. Cisa

Frank M. Cisa
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

This ^{27th} day of December, 2018

(843) 881-6530
fax:(843) 881-5433
E-mail: frank@cisadodds.com
Attorney for Appellant

Respondent of Record :
H. Wayne Charpia
717 Old Trolley Road, Suite 6#360
Summerville, SC 29485

The South Carolina Court of Appeals

Rene McMasters, now known as Rene McMasters
Ronaghan, Appellant,

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E.
Charpia, Defendants,

Of whom H. Wayne Charpia a/k/a Howard W. Charpia is
the Respondent.

Appellate Case No. 2018-001867

The Honorable William P. Keesley
Dorchester County
Trial Court Case No. 2019CP1802200

ORDER

~~The time for serving and filing the appellant's initial brief and designation of
matters hereby extended until January 28, 2019.~~

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

cc:
Frank M. Cisa, Esquire
H. Wayne Charpia

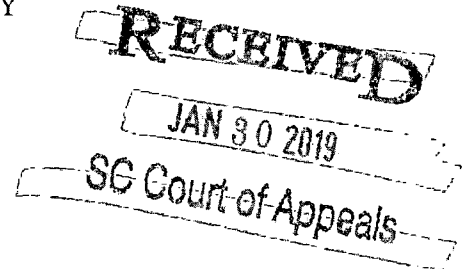
FILED
January 4, 2019 S.S.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable William P. Keesley
Appellate Case No. 2018-001867

Case No.: 2009-CP-18-2200



Rene McMasters, now known as Rene McMasters Ronaghan, Appellant

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia, Defendants

Of whom H. Wayne Charpia a/k/a Howard W. Charpia is the Respondent

INITIAL BRIEF OF APPELLANT

This 28th day of January, 2019

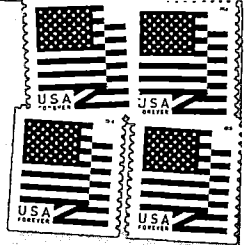
Respondent of record:
Howard W. Charpia
717 Old Trolley Road, Suite 6#360
Summerville, SC 29485

Frank M. Cisa
Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
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(843) 881-6530
fax:(843) 881-5433
E-mail:frank@cisadodds.com
Attorney for Appellant

Charpin
106 AXTELL DRIVE.
SUMMERVILLE, SC
↑ 29485

NEW ADDRESS

Mailed
3/19/19



RECEIVED
MAR 21 2019
SC Court of Appeals

AKA
2018-001867

SC Court of Appeals
1220 SENATE STREET
COLUMBIA, SC
29201