

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )  
 )  
Rene McMasters, now )  
Rene McMasters Ronaghan, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
H. Wayne Charpia, et al., )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS

Case Number 2009-CP-18-02200

ADMINISTRATIVE ORDER OF  
DISMISSAL OF MOTION Re:  
Motion to Vacate Sale

**RECEIVED**

AUG 08 2019

**SC Court of Appeals**

On June 10, 2019, Mr. H. Wayne Charpia submitted to the Clerk of Court a motion for a "Motion to Vacate Sale." On its face, the issues contained in the motion have been litigated and re-litigated to final judgment. The cases involving these matters were assigned to the undersigned judge by the Chief Justice of the Supreme Court of South Carolina, and the court has held extensive hearings and status conferences related to them. Mr. Charpia has a pattern of continuing to file seeking the same relief that was previously denied.

THEREFORE, IT IS ORDERED that the motion referenced above is administratively dismissed and the Clerk of Court is directed not to schedule a hearing on this motion.

AND IT IS SO ORDERED.

[Electronic signature follows on separate page.]

*[Handwritten signature]*  
COURT CLERK

2019 JUN 19 PM 2:11

CERTIFIED COPY

# United States Treasury

15-51 B 138,414,248  
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Check No.



07 24 19 28045300 KANSAS CITY, MO  
000503184605 4033 67530156 S

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Pay to  
the order of

HOWARD W CHARPIA  
106 AXTELL DRIVE  
SUMMERVILLE SC 29485 3452

\$\*\*\*\*\*762\*00

VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER

008  
*Yona S. Robinson*

SOC SEC FOR JUN

⑈40337⑈

⑈ B: ⑈ ⑈ ⑈



RESIDENTIAL RENTAL AGREEMENT



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

843-261-7159

State of South Carolina
County of DORCHESTER

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

THE [X] 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