

Civil Action No.: 2020-CP-10-2720

Appellate Case No. 2020-001209

MOTION EXHIBIT A

June 23, 2020

Mr. Deon Tedder
2629 Orchid Ave
North Charleston, SC 29405

Dear Mr. Tedder:

PLEASE TAKE NOTICE that your voter registration certificate number 470394627 in Charleston County has been removed from the active voter registration list based on the Final Order of the Board of Voter Registration and Elections for Charleston County dated June 11, 2020. Pursuant to this Final Order, the Charleston County Board determined that your address of registration located at 2629 Orchid Avenue, Charleston, South Carolina is not your domicile for purposes of S.C. Code § 7-1-25, and that you thus fail to meet the qualifications for registration at this address for purposes of S.C. Code § 7-5-120.

Pursuant to S.C. Code § 7-5-240, you may appeal this determination within ten days' after written notice by filing a written notice of appeal with the Charleston County Board.

Please note that if you reside at another address within Charleston County you may update your registration with the Charleston County Board. If you reside at an address within another county, you must re-register to vote in your county of residence.

Sincerely,



Marci Andino
Executive Director

COMMISSIONERS

JOHN WELLS
Chairperson

JOANNE DAY

CLIFFORD J. EDLER

LINDA MCCALL

SCOTT MOSELEY

MARCI ANDINO
Executive Director

1122 Lady Street
Suite 500
Columbia, SC 29201

P.O. Box 5987
Columbia, SC 29250

803.734.9060
Fax: 803.734.9366
www.scvotes.org

Civil Action No.: 2020-CP-10-2720

Appellate Case No. 2020-001209

MOTION EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deon Tedder,)
)
Appellant,)

Case No. 2020-CP-10-2720

v.)

Board of Voter Registration and)
Elections for Charleston County,)
Respondent,)

MOTION FOR RECONSIDERATION

and Jeffery Wilder, Intervenor.)

IN RE:)
Voter Registration Challenge)

**INTERVENOR JEFFERY WILDER’S MOTION FOR
RECONSIDERATION PURSUANT TO SOUTH CAROLINA RULES OF
CIVIL PROCEDURE RULES 59 & 60**

Intervenor Jeffery Wilder (“Wilder”) respectfully moves the Court to:

- (1) Reconsider/vacate/amend its July 2, 2020 Order pursuant to Rule 59, SCRCP, and/or;
- (2) Affirm the decision of the Board of Voter Registration and Elections for Charleston County based upon newly discovered evidence pursuant to SCRCP 60(b)(2).

Rule 60 (b)(2) allows for relief from an order when there is newly discovered evidence that could not be have been discovered at the time of the proceeding. The Order of the Court of Common Pleas should be reversed and affirm the Board of Voter Registration and Elections for Charleston County’s June 11, 2020 order which found that Appellant was not a qualified elector at 2629 Orchid Avenue, North Charleston, SC 29405.

The transcript from the May 29, 2020 hearing noted that Tedder's Exhibit B was a sublet agreement and not an original lease from Conrex Property Management which owns the home at 2629 Orchid Avenue and is the entity Edward Pasoquen rents from. Exhibit A – Property Ownership Report. Testimony noted that subletting is not usually allowed without express permission of the landlord. There was a request for an opportunity to obtain the document and submit post hearing, noting that if he was not approved by the landlord that Tedder's residency was not valid. (Tr. P. 16, ll.24-2 and Tr. P. 17, ll. 1-18).

Due to COVID-19 the Charleston Office of Conrex Property Management like many businesses has not been in full operation on site. Counsel has continued to seek out representatives from the company to obtain company policy and the lease of Edward Pasoquen or the standard lease for which Mr. Pasoquen would have executed to establish his tenancy with the company. Conrex Residential Lease Agreement and Conrex Statement of Rental Policy are attached herein. These documents were secured on July 10, 2020. See Exhibit B – Residential Lease & Exhibit C –Statement of Rental Policy. The lease is the standard agreement used in the Charleston office and section 6 USE & OCCUPANCY OF PROPERTY located on page 6 clearly states that only the person(s) listed on the lease are permitted to reside there and if a change in occupancy is desired it requires **written consent** of the Landlord and the same is **documented** in an **amendment** to their standard lease before occupancy can change, (emphasis added). The Statement of Rental Policy states in the **Roommates** section that each must qualify separately in all areas of the rental policy.

Tedder has presented a sublease that is NOT labeled as a part of Conrex Property documentation. To establish that he has permission to live on the premises

of 2629 Orchid Avenue, North Charleston, SC 29405, Tedder would have to have provided the Board of Voter Registration with a Conrex Lease Addendum. S.C. Code Ann. §27-35-60 states that subleases by a tenant without written consent of the landlord are a nullity. Without the express permission of Conrex Property Management, Tedder could not and should not be considered a resident at 2629 Orchid Avenue, North Charleston, SC 29405.

Alternatively, if the Court does not accept the change on the basis of the newly discovered evidence, Wilder seeks reconsideration under Rule 59 on the basic premise that there is no valid sublease agreement presented by Tedder despite his statement in his Affidavit. Those words hold no validity if they are not premised on a lawful ability to reside at the property. If the true owner has not consented to the occupancy, then the tenancy is not valid. In light of all the contradictory evidence submitted below, Tedder's affidavit alone does not hold firm to meet the requirements of S.C. Code Ann §7-1-25(D).

Respectfully submitted,

SPANN WILDER LAW, LLC

By: /s/ Tiffany R. Spann-Wilder

Tiffany R. Spann-Wilder

2131 Dorchester Road

North Charleston, SC 29405

(843) 266-7792 (phone)

(843)266-7797 (fax)

Attorney for Intervenor

North Charleston, SC
July 11, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Deon Tedder,)
)
Appellant,)

Case No. 2020-CP-10-2720

v.)

Board of Voter Registration and)
Elections for Charleston County,)
)
Respondent,)

CERTIFICATE OF SERVICE

and Jeffery Wilder, Intervenor.)

IN RE:)
Voter Registration Challenge)

I certify, Tiffany Spann-Wilder, an attorney with Spann Wilder Law, LLC certifies that on July 11, 2020 I served a copy of the MOTION FOR RECONSIDERATION in the above action to the following persons via electronic service to wit:

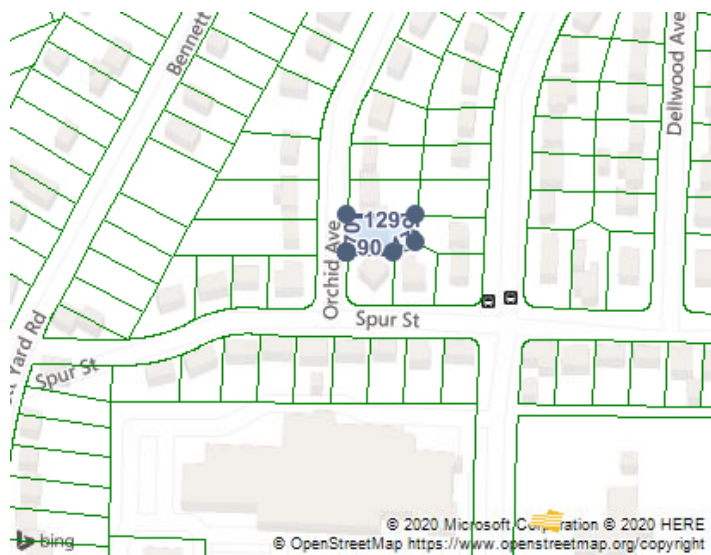
Sam Howell, Esquire
Charleston County Board of Voter Registration & Elections
PO BOX 1768
Charleston, SC 29402
E-MAIL: samhowell@bond-law.com & E-FILE

Mark Peper, Esquire
Counsel for Appellant Tedder
548 Savannah Highway
Charleston, SC 29407
E-MAIL – marke@peperlawfirm.com & E-FILE

/s/ Tiffany R. Spann-Wilder

2020-CP-10-2720

EXHIBIT A



LOCATION

Property Address	2629 Orchid Ave North Charleston, SC 29405-6820
Subdivision	Brentwood
County	Charleston County, SC

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	411-05-00-091
Alternate Parcel ID	
Account Number	
District/Ward	4-3
2010 Census Trct/Blk	38/3
Assessor Roll Year	2019

PROPERTY SUMMARY

Property Type	Residential
Land Use	Resid-Sfr
Improvement Type	Dwelling
	1966

CURRENT OWNER

Name	Conrex MI Portfolio 2019 01 Operating Co LLC
Mailing Address	1505 King Street Ext Ste 100 Charleston, SC 29405-9442

SALES HISTORY THROUGH 06/17/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
11/12/2019	\$10	Conrex MI Portfolio 2019 01 Operating Co LLC	Sfr Mt LLC	Special Warranty Deed	34	0845/511
9/10/2018	\$1,602,263	Sfr Mt LLC	Conrex Residential Property Grp 2012 2 Operating C	Special Warranty Deed	9	0747/118
2/7/2014	\$10	Conrex Residential Property Group 2012 LLC			5	0394/395
5/28/1997	\$65,500	Robinson Weldon M Sr				Z284/720
11/27/1995	\$9	Hurt Reba B				M262/073

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019	City Of North Charleston	97.0
Appraised Land	\$10,000	Assessed Land	\$600	Charleston County	214.5

Appraised Improvements	\$125,000	Assessed Improvements	\$7,500
Total Tax Appraisal	\$135,000	Total Assessment	\$8,100
Assessment Rate	6.00%	Exempt Amount	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$669.60	\$362.88	\$2,456.55
2018	\$285.20	\$154.58	\$1,132.42
2017	\$277.15	\$154.00	\$1,067.09
2016	\$277.72	\$155.15	\$1,038.11
2015	\$280.02	\$154.58	\$1,006.72
2014	\$171.35	\$75.55	\$441.70
2013	\$218.15	\$94.76	\$522.27

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
02/12/2014	\$8,300,000	Conrex Residential Property Gr	Firstkey Lending	0394/400
11/25/2006	\$127,932	Robinson Weldon M Sr	Household Finance	C607/055

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Dwelling	Condition	Average	Units	1
Year Built	1963	Effective Year	1984	Stories	1
BRs	3	Baths	2 F 1 H	Rooms	6

Total Sq. Ft. 1,966

Building Square Feet (Living Space)

Building Square Feet (Other)

- CONSTRUCTION

Quality		Roof Framing	Std For Class
Shape		Roof Cover Deck	Asphalt Shingles
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation	Normal For Class	Interior Finish	
Floor System		Air Conditioning	Central Air
Exterior Wall	Asbestos Siding	Heat Type	Forced Hot Air-Gas
Structural Framing		Bathroom Tile	
Fireplace	Y	Plumbing Fixtures	

- OTHER

Occupancy	Building Data Source
------------------	-----------------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Resid-Sfr	Lot Dimensions	
Block/Lot	K/5	Lot Square Feet	
Latitude/Longitude	32.856450°/-80.011740°	Acreage	0.2

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Brentwood	Plat Book/Page	
Block/Lot	K/5	District/Ward	4-3
Description	Lt 5 Blk K		

FEMA FLOOD ZONES

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
16022499	Rented	08/22/2016	08/22/2016	\$1,050	08/22/2016	\$1,050	Eric Haskins	Leasingandmanagement.Com	Eric Haskins	Leasingandmanagement.Com
15013596	Rented	06/10/2015	05/18/2015	\$1,050	06/15/2015	\$1,050	Eric Haskins	Leasingandmanagement.Com	Eric Haskins	Leasingandmanagement.Com
1326504	Rented	02/05/2014	10/15/2013	\$995	02/05/2014	\$995	Meghan Keefer	Carolina One Real Estate		
1313087	Sold	07/08/2013	05/20/2013	\$69,900	07/08/2013	\$57,500	Mickey D Durham	Mickey D Durham Realty	Troy Johnson	Carolina One Real Estate

2020-CP-10-2720

EXHIBIT B

Conrex Property Management, LLC
 Office: 1505 King St Ext., Suite 100, North Charleston, SC 29405-9329
 Phone: 205-286-5081 / Web: rentconrex.com
 833 4-CONREX (833-426-6739) Toll Free

RESIDENTIAL LEASE AGREEMENT

NOTICE: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, SUBJECT TO THE PROCEDURES SET FORTH IN SECTION 27 OF THE GENERAL TERMS.

Specific Terms

Date:	
County / State:	
Premises:	1
Landlord/Owner:	Conrex Property Management, LLC
Property Manager:	R
Main Office:	Office: 1505 King St Ext., Suite 100, North Charleston, SC 29405
Local Office:	

Tenant(s)	Name	Email	Phone
Tenant (1)			
Other Occupants:	None		
Maximum Number of Occupants:			

Lease Term Start Date:		
End Date:		
Lease Term (approximately):		
Monthly Rent:		
Annual Rent:		
Annual Rent Escalator:		
Pro-Ration Rent and Fees:		(Monthly Rent and Fees / Days in Month x Days of Occupancy)
Refundable Security Deposit:		
Location of Deposits:		
Promotional Credits:		
Number of Assistance Animals		(Assistance Animals not counted as pets)
Number of Pets:		NOTE: Maximum three (3) animals
Refundable Pet Deposit:		(\$250 first pet, \$100 each additional) Except Assistance Animals
Monthly Pet Rent Fee:		(\$25 1st pet, \$10 each additional) Except Assistance Animals (Recurring Monthly)
Monthly Smart Home Fee:	0.00	(When Applicable, Recurring Monthly)
Monthly Renter Insure Fee:	0.00	(When Applicable, Recurring Monthly)
Other Monthly Fee:	0.00	(When Applicable, Recurring Monthly)
Total Monthly Payment	(Rent + Pet Rent + All Applicable Recurring Fees)	

Term Extension Fee (MTM):	10%	(When Applicable, Recurring Monthly)
Late Payment Fee:		(When Applicable)
Dishonored Payment Fee:	25.00	(When Applicable)
Eviction Fee:	250.00	(When Applicable)
Non-Electronic Payment Fee:	15.00	(When Applicable)
No-Show at Service Call Fee:	75.00	(When Applicable)

_____ Tenant 1, _____ Tenant 2, _____ Tenant 3, _____ Tenant 4, _____ Tenant 5 and Landlord have read this page

EXHIBITS The following indicated Exhibits, attached to this Lease, are part of this Lease and are incorporated by reference herein:

Animal Agreement	Y
Asbestos Disclosure	Y
Fireplace (with Fireplace Safety Tip Sheet)	Y
Guaranty	Y
Lead-Based Paint Disclosure & Certification	Y
Lead Paint Pamphlet (EPA) for Units Built Before 1978	Y
Mold/Moisture Disclosure and Mold Prevention	Y
Move-In/Move-Out Inspection Form	Y
Move-Out Instructions and Settlement Guide	Y
Quick Move In/Sight Unseen Acknowledgement	Y
Property Condition Disclosures	Y
Rules and Regulations	Y
State Specific Addendum	Y

Date Home Built:	1
Member of Armed Forces:	
If yes, Branch:	
Stationed:	

Broker Disclosures: Tenant and Landlord hereby disclose to each other the following broker and agent relationships:

(a) Tenant:	
(b) Landlord	Conrex Property Management, LLC

This Residential Lease Agreement (this "Lease") is entered into by Landlord and Tenant identified in the Specific Terms listed above as of the Date above. Capitalized terms identified above shall be defined as provided above and shall have the same meaning when used in the General Terms and the remainder of this Lease. Landlord and Tenant may collectively be referred to as the "Parties".

PLEASE READ THIS ENTIRE LEASE (INCLUDING THE GENERAL TERMS AND ALL EXHIBITS) CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE GENERAL TERMS INCLUDE LIMITATIONS AND EXCLUSIONS, AS WELL AS A SECTION THAT LIMITS YOUR LEGAL REMEDIES, INCLUDING YOUR RIGHT TO FILE SUIT IN A COURT OF LAW INDIVIDUALLY OR AS A CLASS ACTION. PLEASE NOTE THAT YOUR USE OF THE PREMISES IS SUBJECT TO THE TERMS OF THIS LEASE. YOUR EXECUTION OF THIS LEASE WILL BE CONFIRMATION THAT YOU AGREE TO ALL OF THE TERMS OF THIS LEASE.

_____ *Tenant 1*, _____ *Tenant 2*, _____ *Tenant 3*, _____ *Tenant 4*, _____ *Tenant 5* and Landlord have read this page

Contents

1. RENTAL PROPERTY	Pg 5
2. TERM OF LEASE	Pg 5
(a) Annual Rent Escalator (if any).	
3. TENANT'S HOLDOVER	Pg 5
4. RENT PAYMENTS	Pg 5
(a) Timing of Payments.	
(b) Method of Payments.	
(c) Responsibility for Payments.	
(d) Proration.	
(e) Late Fees.	
(f) Dishonored Payment Fees.	
(g) Order in which Funds are Applied.	
5. UTILITIES & SERVICES	Pg 6
6. USE & OCCUPANCY OF PROPERTY	Pg 6
7. APPLIANCES	Pg 6
8. CONDITION OF PROPERTY	Pg 6
9. MAINTENANCE AND REPAIRS	Pg 6
(a) Landlord's Obligations.	
(b) Tenant's Obligations.	
(c) Tenant's Breach; Service Calls.	
10. NO ALTERATIONS	Pg 7
11. PARKING	Pg 7
12. BASEMENT AND GARAGES	Pg 7
13. NO ANIMALS	Pg 7
14. RISK OF LOSS	Pg 7
(a) Tenant's Insurance.	
(b) Substantial Damage to Property.	
(c) Indemnification.	
(d) Waiver.	
15. SECURITY NOT PROMISED	Pg 8
16. LANDLORD'S ACCESS	Pg 8
17. KEYS, CODES AND LOCKS	Pg 8
18. SECURITY DEPOSIT	Pg 8
(a) Purpose of the Security Deposit.	
(b) Security Deposit Deductions.	
(c) Replenishment of the Security Deposit.	
(d) Return of the Security Deposit.	
(e) Transfer of the Security Deposit.	
19. SURRENDER OF PREMISES	Pg 9
20. MILITARY CLAUSE	Pg 9
21. PEACEFUL ENJOYMENT	Pg 9
22. BREACH OF LEASE	Pg 9
23. ABANDONMENT	Pg 9
24. EVICTION FEE	Pg 9
25. LEGAL DISPUTES	Pg 9
(a) Disputes.	
(b) Applicable Law.	
(c) Waiver of Jury Trial.	
(d) Waiver of Counterclaims.	
26. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS	Pg 10
27. AGREEMENT TO ARBITRATE	Pg 10
(a) Arbitration Procedures.	

_____ *Tenant 1*, _____ *Tenant 2*, _____ *Tenant 3*, _____ *Tenant 4*, _____ *Tenant 5* and Landlord have read this page

(b) Costs of Arbitration.

(c) Opt-Out Procedure.

28. U.S. ECONOMIC SANCTIONS	Pg 11
29. SEVERABILITY	Pg 11
30. NOTICES	Pg 11
31. SUBORDINATION	Pg 11
32. CONDEMNATION	Pg 12
33. JOINT AND SEVERAL LIABILITY	Pg 12
34. MISREPRESENTATION	Pg 12
35. SUCCESSORS, HEIRS AND PERMITTED ASSIGNS	Pg 12
36. DISCRETION	Pg 12
37. ENTIRE AGREEMENT	Pg 12
38. INTERPRETATION	Pg 12
39. NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT	Pg 12
40. COUNTERPARTS	Pg 12

_____ *Tenant 1*, _____ *Tenant 2*, _____ *Tenant 3*, _____ *Tenant 4*, _____ *Tenant 5 and Landlord have read this page*

2020-CP-10-2720

EXHIBIT C



Conrex Property Management, LLC. 1505 King Street Ext, Suite 100, Charleston, SC. 29405

ELECTRONICALLY FILED - 2020 Jul 11 11:57 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

Statement of Rental Policy

Equal Housing: CONREX is committed to compliance with Fair Housing laws, including those that prohibit discrimination based on race, color, sex, religion, disability, familial status, national origin, and all other classes protected by applicable federal, state and/or local law.

Rental Application: A Rental Application must be completed for each person eighteen years of age or older who will be living in the house. Any false information provided by an applicant in a Rental Application will constitute grounds for the rejection and nullification of that Rental Application, and will result in the forfeit of any deposit and/or administration fee. All Rental Applications are evaluated strictly in accordance with this Rental Policy and with CONREX standard rental criteria.

Criminal History: A Rental Application will be automatically denied if any applicant or occupant has been convicted of or has received deferred adjudication for:

- ❖ Any federal felony offense (or offense in another jurisdiction classified in a category similar to a federal felony offense) related to property damage or of a violent or sexual nature.
- ❖ Misdemeanor offenses for which a person is required to register as a sex offender.
- ❖ Any federal felony offense (or offense in another jurisdiction classified in a category similar to a federal felony offense) related to the manufacture or distribution of controlled substances occurring within the past seven years.

Rental History: Applicants must have established 12 months of verified landlord history with no more than 2 late payments or 24 months of verified landlord history evidencing no more than 4 late payments. For homeowners of two years or more, positive mortgage payment history must be provided evidencing no more than 3 late payments per year. If an applicant has no prior rental history, it will not be used in determining whether the applicant is approved or denied.

Evictions: A Rental Application will be denied if an eviction is recorded against an applicant within the last 5 years.

Credit History/Debt to Income Ratio: A Rental Application will be denied for applicants with an unsatisfactory Transunion Resident Score below 540. Applicants with Transunion Resident Scores of 540-569 must have a 43% or less Debt to Income Ratio; applicants with Transunion Resident Scores of 570-609 must have a 45% or less Debt to Income Ratio; and applicants with Transunion Resident Scores of 610 or greater must have a 50% or less Debt to Income Ratio. An applicant with no Transunion Resident Score may be approved with a Guarantor.

-

Income Requirements: Applicants must provide verifiable proof of gross monthly income. Wage garnishments will be excluded from the income ratio. Acceptable forms of income verification are: 2 most recent original paystubs; employment new hire letter on company letterhead; prior year's tax return; or past 3 months' bank statements. For self-employed applicants, CONREX will accept a copy of the prior year's tax return or a certified verification from your bank along with documentation of "doing business as" registration. Housing allowances are acceptable as verified income, and disability payments will be approved as income if the payments are government-backed. Social Security will also be treated as standard income. Court ordered income, child support, and alimony will be accepted as verifiable income if the appropriate documents show that the balance owed is current and the applicant has received 6 months of recent consistent payments.

Repossession: If personal property owned by the applicant has been subject to repossession more than 3 years prior to the application and no balance is owed in connection with the repossession, otherwise satisfactory Rental Applications will be approved, but only if the applicant provides a Guarantor.

Foreclosure: If real property owned by the applicant has been subject to a foreclosure within 2 years prior, the Rental Application will be automatically denied.

Collections: Applicants with 3 or fewer collection accounts, collectively equal to or less than \$5,000, will be approved. Applicants with 4 or more collections accounts, or fewer than 4 collection accounts that collectively equal \$5,001 or more, will be automatically denied. Medical and student loan debt is excluded from the collection amount calculation.

Bankruptcies/Judgements: If Applicant has a bankruptcy on record, the bankruptcy must be discharged for at least 24 months. If a bankruptcy was discharged within the past 24 months, or a balance is owed on any judgement made against the Applicant, the Rental Application will be automatically denied.

Bad Checks: If Applicant has a maximum of 2 "bounced" or "bad" checks within the past 12 months, the Rental Application will be approved, with the condition that the Applicant must pay rental amounts in certified funds for the entirety of the lease contract.

Guarantor: A Guarantor will be considered for an applicant who does not have credit history. A Guarantor cannot be used where applicants have a criminal record. A Guarantor cannot be used where applicants do not meet the minimum credit or debt to income ratios as defined in this Statement of Rental Policy. The Guarantor must fill out a separate application, pay the application fee, and provide proof of a monthly income of at least five times the monthly rent for the house they are guaranteeing and a minimum credit score of 610.

Identification: Each applicant must be able to provide a government- issued

CONREX

Conrex Property Management, LLC. 1505 King Street Ext, Suite 100, Charleston, SC. 29405

identification card and a Social Security Card or worker ITIN number. Non-U.S. citizens will be required to complete and sign the Supplemental Rental Application for Non-U.S. Citizens to verify the legal right to be in the U.S. The documents checked off in the Supplemental Rental Application for Non-U.S. Citizens must be provided for verification purposes. The provided ID card must be issued by a federal, state or local government agency and include a photograph, name and date of birth. Once the Rental Application has been approved, we will require that these documents be provided again so that a copy may be made and placed in the permanent Lease file.

Roommates: Roommates must qualify separately in all areas of this Rental Policy except for the Debt to Income Ratio and the Transunion Resident Score. The household Income and Debt, as defined by the Conrex rental criteria, will be combined from all applicants of the household to determine the Debt to Income Ratio for approval or denial. At least one applicant of the household must meet the minimum Transunion Resident Score as defined by the Conrex rental criteria.

Application Fee: A **non-refundable** application fee of \$45.00 is required by each person 18 years of age or older that will be occupying the house. All other fees and pro-rated rent amounts may be paid with a money order or cashier's check.

Deposit: CONREX requires a base security deposit equal to one month's rent as a refundable deposit. At the end of the lease term, the security deposit will be returned to all tenants, less any costs incurred by the landlord for cleaning or repair of the house (excluding ordinary wear and tear) and in accordance with the terms of the lease and applicable law.

Declined Applications: If your application is denied as a result of information provided in a credit report, you will be provided with the name, address and phone number of the credit reporting agency from which the information was obtained, and may request a copy of your credit report from the credit reporting agency within 60 days of denial.

Animals: Assistance Animals, as defined in the Fair Housing Act, are permitted in all CONREX rental homes. All other animals not qualifying as Assistance Animals are regarded as pets. CONREX is a pet friendly community. We allow a maximum of three pets per home, providing the following criteria are met. Pets are accepted with management approval – breed & weight restrictions apply. A pet agreement must be filled out and signed for each pet. All rules must be followed. A \$250.00 refundable pet deposit for the first pet, and \$100.00 pet deposit for each additional pet, must be paid in full prior to the addition of a pet to your home. Pet rent in the amount of \$25.00 for the first pet, and \$10.00 for each additional pet will be charged. Pets not allowed include: Akita, American Malamute, American Pit Bull Terrier, American Staffordshire terrier, Bull Mastiff, Chow, Doberman Pinscher, German Shepherd, Husky, Korean Jindo, Pit Bull, Presa Canario, Rottweiler, Staffordshire Bull Terrier, wolf/wolf hybrid, or any mixed breeds that include a mix of one of the breeds listed, and any other breed deemed to be aggressive or a threat. On or before move-in,

CONREX

Conrex Property Management, LLC. 1505 King Street Ext, Suite 100, Charleston, SC. 29405

tenants must provide current veterinary records showing the Breed(s), Age, Weight, License number & rabies shot date. An interview or picture could be requested.

Renter's Insurance: We require a minimum of \$100,000.00 Liability Insurance Coverage per occurrence. Tenants must provide proof of insurance prior to move-in.

Applicant Acknowledgement: I have read the Statement of Rental Policy and agree to its terms and specifications.

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Owners' Representative

Date

Equal Housing Opportunity 

Civil Action No.: 2020-CP-10-2720

Appellate Case No. 2020-001209

MOTION EXHIBIT C

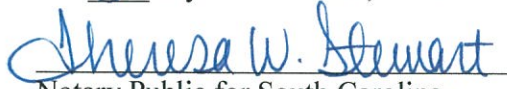
Agreement, signed by the tenant and the landlord. No such amendment regarding occupancy has been executed by the tenant and the landlord regarding the Premises.

7. Under the Residential Lease Agreement, the tenant agrees not to transfer or assign the lease or sublease, license or permit the occupancy of others (including through services like AirBNB) of any part of the Premises without the landlord's prior written consent. No such prior written consent to sublease or to permit the occupancy of others has been provided by the landlord regarding the Premises.

AFFIANT FURTHER SAYETH NOT.


KENNETH BARNES

Sworn to and subscribed before me
this 3rd day of AUGUST, 2020


Notary Public for South Carolina
My Commission Expires: 3/10/2021

Theresa W. Stewart
My Commission Expires
March 10, 2021

Notary Public
State of South Carolina

Civil Action No.: 2020-CP-10-2720

Appellate Case No. 2020-001209

MOTION EXHIBIT D

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Deon Tedder,)
)
Appellant,)
)
v.)
)
Board of Voter Registration and)
Elections for Charleston County,)
)
Respondent,)
)
and Jeffery Wilder, Intervenor.)
)
IN RE:)
Voter Registration Challenge)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 2020-CP-10-2720

**AMENDED MOTION FOR
RECONSIDERATION**

**INTERVENOR JEFFERY WILDER’S MOTION FOR
RECONSIDERATION PURSUANT TO SOUTH CAROLINA RULES OF
CIVIL PROCEDURE RULES 59 & 60**

Intervenor Jeffery Wilder (“Wilder”) respectfully moves the Court to:

- (1) Reconsider/vacate/amend its July 2, 2020 Order pursuant to Rule 59, SCRCP, and/or;
- (2) Affirm the decision of the Board of Voter Registration and Elections for Charleston County based upon newly discovered evidence pursuant to SCRCP 60(b)(2) and Rule 60(b)(3).

Rule 60 (b)(2) allows for relief from an order when there is newly discovered evidence that could not be have been discovered at the time of the proceeding. The Order of the Court of Common Pleas should be reversed and affirm the Board of Voter Registration and Elections for Charleston County’s June 11, 2020 order which found that Appellant was not a qualified elector at 2629 Orchid Avenue, North Charleston, SC 29405.

The transcript from the May 29, 2020 hearing noted that Tedder's Exhibit B was a sublet agreement and not an original lease from Conrex Property Management which owns the home at 2629 Orchid Avenue and is the entity Edward Pasoquen rents from. Exhibit A – Property Ownership Report. Testimony noted that subletting is not usually allowed without express permission of the landlord. There was a request for an opportunity to obtain the document and submit post hearing, noting that if he was not approved by the landlord that Tedder's residency was not valid. (Tr. P. 16, ll.24-2 and Tr. P. 17, ll. 1-18).

Due to COVID-19 the Charleston Office of Conrex Property Management like many businesses has not been in full operation on site. Counsel has continued to seek out representatives from the company to obtain company policy and the lease of Edward Pasoquen or the standard lease for which Mr. Pasoquen would have executed to establish his tenancy with the company. Conrex Residential Lease Agreement and Conrex Statement of Rental Policy are attached herein. These documents were secured on July 10, 2020. See Exhibit B – Residential Lease & Exhibit C –Statement of Rental Policy. The lease is the standard agreement used in the Charleston office and section 6 USE & OCCUPANCY OF PROPERTY located on page 6 clearly states that only the person(s) listed on the lease are permitted to reside there and if a change in occupancy is desired it requires **written consent** of the Landlord and the same is **documented** in an **amendment** to their standard lease before occupancy can change, (emphasis added). The Statement of Rental Policy states in the **Roommates** section that each must qualify separately in all areas of the rental policy.

Tedder has presented a sublease that is NOT labeled as a part of Conrex Property documentation. To establish that he has permission to live on the premises

of 2629 Orchid Avenue, North Charleston, SC 29405, Tedder would have to have provided the Board of Voter Registration with a Conrex Lease Addendum. S.C. Code Ann. §27-35-60 states that subleases by a tenant without written consent of the landlord are a nullity. Without the express permission of Conrex Property Management, Tedder could not and should not be considered a resident at 2629 Orchid Avenue, North Charleston, SC 29405.

RULE 60 (B)(3) FRAUD ON THE COURT

Rule 60 (b) (3), SCRCP provides in part:

“. . . Upon motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgement, order, or proceeding for the following reasons: . . . (3) for fraud, misrepresentation, or other misconduct of an adverse party;”

Rule 60 (b) also provides that the motion shall be made within a reasonable time and not more than one year after the judgement, order or proceeding was entered or taken.

In South Carolina jurisprudence allegations of fraud are regarded as serious and accepted as grounds to set aside a judgement. The cases recognize two species of fraud - intrinsic fraud which is generally regarded as fraud presented and considered at trial, and extrinsic fraud which is collateral to the trial and which prevents or deprives a person of his day in court, so to speak. However, depending upon when an attack on a judgment is brought and further depending upon whether the attack is direct or collateral determines the analysis as to the type of fraud sufficient to set aside a judgement.

During the pendency of the original motion to reconsider which was timely filed on July 11, 2020 regarding the court's July 2, 2020 ruling an affidavit was secured from the property manager of the home where Tedder purports to live. This affidavit clearly supports that the lawful owner does not acknowledge Tedder as a resident at the home and that the actual lessor does not have the authority to create a sublease and allow for anyone not approved by Conrex to reside there. This clearly establishes that Tedder does not meet the requirements of the South Carolina Constitution Article III, Section 7 – he cannot be deemed a legal resident of the district at the time of filing. (See Exhibit D-Affidavit of Kenneth Barnes (Conrex Property Management)).

This affidavit alone supports that there has been a misrepresentation to the court and the residents of House District 109. The sublease agreement presented to the court is not legally binding. The court is asked to reverse its July 2, 2020 order and uphold the decision of the Charleston County Board of Voter Registration that Tedder is not a qualified elector in House District 109 and to also find in light of this newly discovered evidence that Tedder is not a legal resident at 2629 Orchid Street and thus was not constitutionally qualified on March 23, 2020 to run for District 109.

Alternatively, if the Court does not accept the change on the basis of the newly discovered evidence, Wilder seeks reconsideration under Rule 59 on the basic

premise that there is no valid sublease agreement presented by Tedder despite his statement in his Affidavit. Those words hold no validity if they are not premised on a lawful ability to reside at the property. If the true owner has not consented to the occupancy, then the tenancy is not valid. In light of all the contradictory evidence submitted below, Tedder's affidavit alone does not hold firm to meet the requirements of S.C. Code Ann §7-1-25(D).

Respectfully submitted,

SPANN WILDER LAW, LLC

By: /s/ Tiffany R. Spann-Wilder

Tiffany R. Spann-Wilder

2131 Dorchester Road

North Charleston, SC 29405

(843) 266-7792 (phone)

(843) 266-7797 (fax)

Attorney for Intervenor

North Charleston, SC

August 25, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Deon Tedder,)
)
Appellant,)
)
v.)
)
Board of Voter Registration and)
Elections for Charleston County,)
)
Respondent,)
)
and Jeffery Wilder, Intervenor.)
)
IN RE:)
Voter Registration Challenge)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 2020-CP-10-2720

CERTIFICATE OF SERVICE

I certify, Tiffany Spann-Wilder, an attorney with Spann Wilder Law, LLC certifies that on August 25, 2020 I served a copy of the AMENDED MOTION FOR RECONSIDERATION in the above action to the following persons via electronic service to wit:

Sam Howell, Esquire
Charleston County Board of Voter Registration & Elections
PO BOX 1768
Charleston, SC 29402
E-MAIL: samhowell@bond-law.com & E-FILE

Mark Peper, Esquire
Counsel for Appellant Tedder
548 Savannah Highway
Charleston, SC 29407
E-MAIL – marke@peperlawfirm.com & E-FILE

/s/ Tiffany R. Spann-Wilder