

\$11,076.26, which included unpaid rent, utilities, late fees and attorney's fees.

The Court set a bond for \$11,076.26 and ordered Tenant/Appellant to pay all arrears in full by end of day on February 23, 2022 to preserve his Jury Trial request. Additional term of the bond was that all rent must be paid on time each month thereafter on the first day of each month to preserve the jury trial request. Defendant disputed the arrears amount, however the Court reviewed a payment history ledger provided by the Landlord/Respondent which showed Tenant/Appellant has not reached a zero balance on his account since March of 2021. After reviewing the ledger, the Court determined that the amount of arrears was accurate and issued its bond order. The Court did not issue a ruling regarding the Rule to Vacate or Show Cause.

Tenant filed the instant appeal on the Bond Order on the Rule to Vacate or Show cause on February 22, 2022 with the Court of Common Pleas. Therefore, an Appeal Bond hearing was required to be set by the Magistrate Court. The Magistrate Court received service of the appeal via Certified US Mail on February 28, 2022. An appeal bond hearing was held on March 16, 2022 (Tenant/Appellant informed the Court he was out of the country until March 15, 2022).

The parties appeared on March 16, 2022 before the Court for the Appeal Bond hearing. Landlord/Respondent presented a "Bond to Stay Eviction on Appeal", which is a form generated by SC



Legal Services, but that was signed by Tenant/Appellant and purportedly signed by Circuit Court Judge Alex Kinlaw. The Magistrate reviewed the document and researched the public index for evidence that this document was filed. The Magistrate called a recess and contacted the Clerk of Court for verification. It was determined that 1) the document was not located in the Clerk's physical file; 2) the document had not been electronically recorded or otherwise entered into the Clerk's system and 3) the document was in fact NOT signed by Circuit Court Judge Alex Kinlaw.

The Court issued the appeal bond requiring the Defendant to pay all arrears by March 25, 2022, which includes the current past due amount of \$11,076.26 plus any and all utilities and/or rent that have accrued since. The Magistrate ordered the Landlord/Respondent's attorney to provide Tenant/Appellant with an updated ledger as soon as possible, via email.

Attached please find copies of the Court's file, and a flash drive containing the transcript of record for both hearings. The Magistrate respectfully requests that the Clerk of Court schedule this matter for an appeal hearing prior to the expiration of the Bond Order, or before March 25, 2022.

Respectfully submitted,

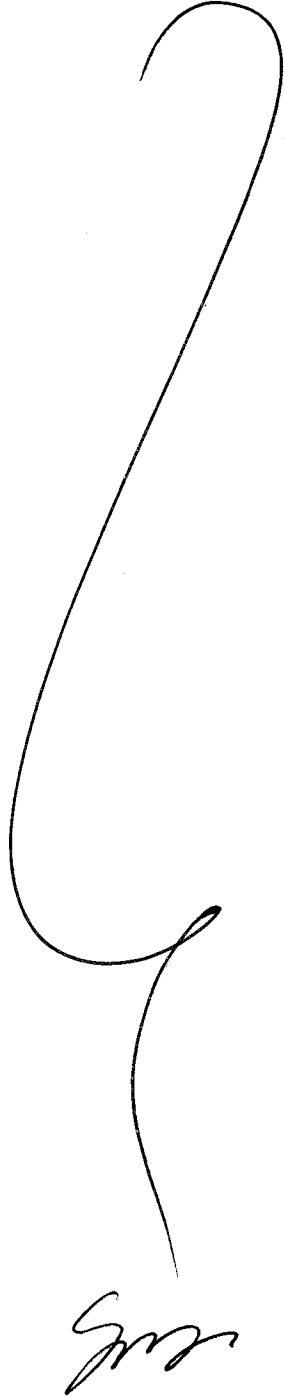
3 



Laura M. Saunders
Magistrate Judge
Fairview / Austin
Summary Court

2022 MAR 16 PM 2:34

FILED - SUMMARY COURT
GREENVILLE CO., S.C.
JUDGE DEAN E. FORD



STATE OF SOUTH CAROLINA

COUNTY OF Greenville

American Homes 4 Rent C/O Turner Padgett

Plaintiff/Landlord,

vs.

Justin Stoddard

Defendant/Tenant.

IN THE COURT OF COMMON PLEAS
13th JUDICIAL CIRCUIT

2022-CP-23-00971

COMMON PLEAS CASE NUMBER

2022-CP-23-1020014

MAGISTRATE CIVIL CASE NUMBER

**BOND TO STAY EVICTION ON
APPEAL**

S.C. Code § 27-40-800(b)

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on 2/16/2022 (date) by the magistrate. Tenant has appealed the judgment to the circuit court.

The tenant is obligated to pay rent in the amount of \$ 1695.00 per month (week/month/etc.) due on the 1st day of each month (week/month/etc.).

Tenant hereby undertakes to pay the periodic rent hereinafter due and moves the circuit court to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the circuit court.

Date: 2-25-2022

Justin Stoddard
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the circuit court. If Tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issued dealing with possession must be dismissed, and the sheriff may dispossess the tenant.

Date: 2/25/2022

[Signature]
Judge or Clerk
Kinlaw

Saunders, Laura

From: Noblitt, Christen
Sent: Wednesday, March 16, 2022 10:44 AM
To: Saunders, Laura
Subject: FW: Message from "MAGSIMP-Prt06"

Importance: High

See below.

Judge Kinlaw says that is not his signature.

CJ Noblitt
ADR Coordinator
Greenville County Clerk of Court-Civil Records
305 East North Street
Greenville, SC 29601

Direct:(864) 467-8232
Main: (864) 467-8551
email: cnoblitt@greenvillecounty.org

-----Original Message-----

From: Kinlaw, Alex Law Clerk (Arielle Jeter) <akinlawlc@sccourts.org>
Sent: Wednesday, March 16, 2022 10:42 AM
To: Kinlaw, Alex Secretary (Shannon N. Thurman) <akinlawsc@sccourts.org>; Kinlaw, Alex <akinlawj@sccourts.org>
Cc: Mansel, Sandra <SMansel@greenvillecounty.org>; Noblitt, Christen <cnoblitt@greenvillecounty.org>
Subject: Re: Message from "MAGSIMP-Prt06"

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Ms. Shannon,

Judge Kinlaw states that is not his signature.

Sincerely,

Arielle E. Jeter

Law Clerk to the Honorable Alex Kinlaw, Jr.

305 East North Street

Greenville, South Carolina 29601

Office: (864) 467-8046

Fax: (864) 467-8035

akinlawlc@sccourts.org

From: Kinlaw, Alex Secretary (Shannon N. Thurman)
Sent: Wednesday, March 16, 2022 10:22:31 AM
To: Kinlaw, Alex; Kinlaw, Alex Law Clerk (Arielle Jeter)
Cc: Mansel, Sandra; cnoblitt@greenvillecounty.org
Subject: FW: Message from "MAGSIMP-Prt06"

Good Morning Judge,

This was just sent over to me by the Clerk of Court. Sandra Mansell and staff are trying to verify if you signed this order and if that is indeed your signature on the attached Order. Please advise, I am being told that the defendant is currently at Municipal Court and presented this to a Judge there. I have included Sandra and CJ from clerk's office on this e-mail

Thanks,
Shannon

-----Original Message-----

From: Noblitt, Christen <cnoblitt@greenvillecounty.org>
Sent: Wednesday, March 16, 2022 10:16 AM
To: Kinlaw, Alex Secretary (Shannon N. Thurman) <akinlawsc@sccourts.org>
Subject: FW: Message from "MAGSIMP-Prt06"

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

CJ Noblitt
ADR Coordinator
Greenville County Clerk of Court-Civil Records
305 East North Street
Greenville, SC 29601

Direct:(864) 467-8232
Main: (864) 467-8551
email: cnoblitt@greenvillecounty.org

-----Original Message-----

From: Saunders, Laura <LSaunders@greenvillecounty.org>
Sent: Wednesday, March 16, 2022 10:01 AM
To: Noblitt, Christen <cnoblitt@greenvillecounty.org>
Subject: FW: Message from "MAGSIMP-Prt06"

Laura M. Saunders

Magistrate Judge
Fairview / Austin Summary Court
205 North Maple St. Suite 4
Simpsonville, SC 29681
Tel: (864) 963-3457
Fax: (864) 963-0029

-----Original Message-----

From: DoNotReply@greenvillecounty.org <DoNotReply@greenvillecounty.org>
Sent: Wednesday, March 16, 2022 9:38 AM
To: Saunders, Laura <LSaunders@greenvillecounty.org>
Subject: Message from "MAGSIMP-Prt06"

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

This E-mail was sent from "MAGSIMP-Prt06" (MP 4055).

Scan Date: 03.16.2022 09:38:02 (-0400)

Queries to: DoNotReply@greenvillecounty.org

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~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

## Moss, Pamela

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**From:** Kelchner, John B <JKelchner@TurnerPadget.com>  
**Sent:** Wednesday, March 16, 2022 1:42 PM  
**To:** stoddju@gmail.com; Moss, Pamela  
**Cc:** Bradley, Denise M  
**Subject:** American Homes 4 Rent v. Mildred and Justin Stoddard  
**Attachments:** 3.16.22 ledger (redacted)(11853128.2).pdf

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Mr. Stoddard,

Pursuant to Judge Saunders' instructions at the hearing this morning, I have attached an updated ledger reflecting \$12,482.71 as the amount owed through today's date. Accordingly, **\$12,482.71** would be the amount of the bond needed to be provided to American Homes 4 Rent by March 25, 2022. You can send these funds to the same address where you sent the previous payment of \$1,695.00 that my client received on March 3. (Please be advised that this ledger does not reflect attorney's fees that may have been incurred on or after February 19, 2022. Although any such fees may ultimately be recoverable by my client, they are not included in this bond amount.)

To reiterate, the bond amount provided in this ledger in accordance with Judge Saunders' ruling is **\$12,482.71**.

Ms. Moss,

I am sending you this ledger as well pursuant to Judge Saunders' instructions. Should Judge Saunders or the Court have any questions or concerns, please do not hesitate to contact me.

Thanks, John

**Turner Padget**

John Kelchner  
Of Counsel Attorney  
PO Box 1473 | Columbia, SC 29202  
1901 Main Street, Suite 1700 | Columbia, SC 29201  
803-227-4234 | Fax 803-400-1522  
jkelchner@turnerpadget.com  
[vCard](#) | [Location](#)

# Resident Ledger



Date: 03/16/2022

|                |                        |                  |          |                   |            |
|----------------|------------------------|------------------|----------|-------------------|------------|
| <b>Code</b>    |                        | <b>Property</b>  |          | <b>Lease From</b> | 12/19/2020 |
| <b>Name</b>    | Mildred Stoddard       | <b>Unit</b>      |          | <b>Lease To</b>   | 09/30/2022 |
| <b>Address</b> | 117 Eagleston Lane     | <b>Status</b>    | Eviction | <b>Move In</b>    | 12/19/2020 |
|                |                        | <b>Rent</b>      | 1695.00  | <b>Move Out</b>   | 12/30/2099 |
| <b>City</b>    | Simpsonville, SC 29680 | <b>Phone (H)</b> |          | <b>Phone (W)</b>  |            |

| Date       | Chg Code | Description                                                                                 | Charge   | Payment    | Balance  | Chg/Rec |
|------------|----------|---------------------------------------------------------------------------------------------|----------|------------|----------|---------|
| 12/15/2020 | appfee   | Application Fee (Mildred Stoddard)                                                          | 50.00    |            | 50.00    |         |
| 12/15/2020 | appfee   | Application Fee (Justin Stoddard)                                                           | 50.00    |            | 100.00   |         |
| 12/15/2020 |          | Credit Card On-Line Payment ; Web - Online Leasing                                          |          | 100.00     | 0.00     |         |
| 12/17/2020 | secdep   | Security Deposit                                                                            | 1,695.00 |            | 1,695.00 |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by                |          | 1,695.00   | 0.00     |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by NSF (R20) Non- |          | 810.81     | (810.81) |         |
| 12/19/2020 | adminfee | Admin Fee                                                                                   | 100.00   |            | (710.81) |         |
| 12/19/2020 | rent     | Rent for 13 days                                                                            | 710.81   |            | 0.00     |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                       | 30.00    |            | 30.00    |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                       | 30.00    |            | 60.00    |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt                                                                   |          | (810.81)   | 870.81   |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt                                                                   |          | (1,695.00) | 2,565.81 |         |
| 01/01/2021 | rent     | Rent (01/2021)                                                                              | 1,695.00 |            | 4,260.81 |         |
| 01/06/2021 | latefee  | Late Fee                                                                                    | 75.00    |            | 4,335.81 |         |
| 01/29/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl#          |          | 2,500.00   | 1,835.81 |         |
| 01/29/2021 |          | Credit Card On-Line Payment ; Web - Resident Services                                       |          | 140.81     | 1,695.00 |         |
| 02/01/2021 | rent     | Rent (02/2021)                                                                              | 1,695.00 |            | 3,390.00 |         |
| 02/03/2021 | nsffee   | Returned check charge                                                                       | 30.00    |            | 3,420.00 |         |
| 02/03/2021 |          | chk# :ACH-WEB NSF receipt                                                                   |          | (2,500.00) | 5,920.00 |         |
| 02/05/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services                         |          | 2,800.00   | 3,120.00 |         |
| 02/06/2021 | latefee  | Late Fee                                                                                    | 75.00    |            | 3,195.00 |         |

|            |          |                                                                                                            |            |            |          |  |
|------------|----------|------------------------------------------------------------------------------------------------------------|------------|------------|----------|--|
| 03/01/2021 | utilfee  | Fees - Utilities                                                                                           | 9.99       |            | 3,287.35 |  |
| 03/01/2021 | utilfees | Fees - Utilities                                                                                           | 30.00      |            | 3,317.35 |  |
| 03/01/2021 | utlgas   | Gas - 12/19/20-01/12/21                                                                                    | 96.56      |            | 3,413.91 |  |
| 03/01/2021 | utlgas   | Gas - 01/12/21-02/09/21                                                                                    | 142.79     |            | 3,556.70 |  |
| 03/01/2021 | utlsew   | Sewer - 01/06/21-02/03/21                                                                                  | 47.77      |            | 3,604.47 |  |
| 03/01/2021 | utlsew   | Sewer - 12/19/20-01/06/21                                                                                  | 36.58      |            | 3,641.05 |  |
| 03/01/2021 | utltra   | Trash - 12/19/20-12/31/20                                                                                  | 9.75       |            | 3,650.80 |  |
| 03/01/2021 | utltra   | Trash - 12/31/20-01/30/21                                                                                  | 22.51      |            | 3,673.31 |  |
| 03/01/2021 | utlwat   | Water - 12/19/20-01/06/21                                                                                  | 10.84      |            | 3,684.15 |  |
| 03/01/2021 | utlwat   | Water - 01/06/21-02/03/21                                                                                  | 14.11      |            | 3,698.26 |  |
| 03/01/2021 | rent     | Rent (03/2021)                                                                                             | 1,695.00   |            | 5,393.26 |  |
| 03/06/2021 | latefee  | Late Fee                                                                                                   | 75.00      |            | 5,468.26 |  |
| 03/12/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services                                     |            | 1,100.00   | 4,368.26 |  |
| 03/26/2021 | payplan  | Payment Plan OPTION G-18 months                                                                            | (4,368.26) |            | 0.00     |  |
| 04/01/2021 | utlect   | Electric - 01/19/21-02/16/21                                                                               | 81.85      |            | 81.85    |  |
| 04/01/2021 | utilfee  | Fees - Utilities                                                                                           | 9.99       |            | 91.84    |  |
| 04/01/2021 | utlgas   | Gas - 02/09/21-03/10/21                                                                                    | 119.95     |            | 211.79   |  |
| 04/01/2021 | utlsew   | Sewer - 02/03/21-03/11/21                                                                                  | 60.40      |            | 272.19   |  |
| 04/01/2021 | utltra   | Trash - 01/30/21-02/28/21                                                                                  | 21.76      |            | 293.95   |  |
| 04/01/2021 | utltra   | Trash - 03/01/21-03/31/21                                                                                  | 25.47      |            | 319.42   |  |
| 04/01/2021 | utlwat   | Water - 02/03/21-03/11/21                                                                                  | 17.88      |            | 337.30   |  |
| 04/01/2021 | payplan  | Payment Plan Agreement (04/2021)                                                                           | 242.68     |            | 579.98   |  |
| 04/01/2021 | rent     | Rent (04/2021)                                                                                             | 1,695.00   |            | 2,274.98 |  |
| 04/29/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services NSFed by<br>[REDACTED]              |            | 1,801.00   | 473.98   |  |
| 05/01/2021 | utlect   | Electric - 02/16/21-03/18/21                                                                               | 117.20     |            | 591.18   |  |
| 05/01/2021 | utilfee  | Fees - Utilities                                                                                           | 9.99       |            | 601.17   |  |
| 05/01/2021 | utlsew   | Sewer - 03/11/21-04/15/21                                                                                  | 64.86      |            | 666.03   |  |
| 05/01/2021 | utltra   | Trash - 03/31/21-04/30/21                                                                                  | 23.88      |            | 689.91   |  |
| 05/01/2021 | utlwat   | Water - 03/11/21-04/15/21                                                                                  | 19.21      |            | 709.12   |  |
| 05/01/2021 | payplan  | Payment Plan Agreement (05/2021)                                                                           | 242.68     |            | 951.80   |  |
| 05/01/2021 | rent     | Rent (05/2021)                                                                                             | 1,695.00   |            | 2,646.80 |  |
| 05/04/2021 | nsffee   | Returned check charge                                                                                      | 30.00      |            | 2,676.80 |  |
| 05/04/2021 |          | chk# : [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>NSF (R20) Non-Transaction Account |            | 921.80     | 1,755.00 |  |
| 05/04/2021 |          | chk# : [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>NSF (R20) Non-Transaction Account |            | 1,015.88   | 739.12   |  |
| 05/04/2021 |          | chk# :ACH-WEB NSF receipt [REDACTED]                                                                       |            | (1,801.00) | 2,540.12 |  |
| 05/06/2021 | latefee  | Late Fee                                                                                                   | 75.00      |            | 2,615.12 |  |
| 05/07/2021 | nsffee   | Returned check charge                                                                                      | 30.00      |            | 2,645.12 |  |
| 05/07/2021 | nsffee   | Returned check charge                                                                                      | 30.00      |            | 2,675.12 |  |

|            |         |                                                                                          |          |            |           |  |
|------------|---------|------------------------------------------------------------------------------------------|----------|------------|-----------|--|
| 05/07/2021 |         | chk# :ACH-4000433 NSF receipt Ctrl#                                                      |          | (921.80)   | 3,596.92  |  |
| 05/07/2021 |         | chk# :ACH-4000434 NSF receipt Ctrl#                                                      |          | (1,015.88) | 4,612.80  |  |
| 06/01/2021 | utlect  | Electric - 03/18/21-04/20/21                                                             | 110.72   |            | 4,723.52  |  |
| 06/01/2021 | utilfee | Fees - Utilities                                                                         | 9.99     |            | 4,733.51  |  |
| 06/01/2021 | utlgas  | Gas - 03/10/21-04/13/21                                                                  | 58.51    |            | 4,792.02  |  |
| 06/01/2021 | utlsew  | Sewer - 04/15/21-05/13/21                                                                | 48.51    |            | 4,840.53  |  |
| 06/01/2021 | utltra  | Trash - 04/30/21-05/31/21                                                                | 23.88    |            | 4,864.41  |  |
| 06/01/2021 | utlwat  | Water - 04/15/21-05/13/21                                                                | 14.33    |            | 4,878.74  |  |
| 06/01/2021 | payplan | Payment Plan Agreement (06/2021)                                                         | 242.68   |            | 5,121.42  |  |
| 06/01/2021 | rent    | Rent (06/2021)                                                                           | 1,695.00 |            | 6,816.42  |  |
| 06/04/2021 |         | chk# :ACH- Pre-Authorized<br>Payment NSFed by ctrl#<br>NSF (R20) Non-Transaction Account |          | 1,937.68   | 4,878.74  |  |
| 06/06/2021 | latefee | Late Fee                                                                                 | 75.00    |            | 4,953.74  |  |
| 06/09/2021 | nsffee  | Returned check charge                                                                    | 30.00    |            | 4,983.74  |  |
| 06/09/2021 |         | chk# :ACH- NSF receipt Ctrl#                                                             |          | (1,937.68) | 6,921.42  |  |
| 06/17/2021 | hoachbk | Amenity/Pool Key-HV0659764                                                               | 15.00    |            | 6,936.42  |  |
| 07/01/2021 | utlect  | Electric - 04/21/21-05/19/21                                                             | 113.73   |            | 7,050.15  |  |
| 07/01/2021 | utilfee | Fees - Utilities                                                                         | 9.99     |            | 7,060.14  |  |
| 07/01/2021 | utlgas  | Gas - 04/13/21-05/11/21                                                                  | 36.41    |            | 7,096.55  |  |
| 07/01/2021 | utlgas  | Gas - 05/11/21-06/09/21                                                                  | 26.94    |            | 7,123.49  |  |
| 07/01/2021 | utlsew  | Sewer - 05/13/21-06/11/21                                                                | 49.26    |            | 7,172.75  |  |
| 07/01/2021 | utltra  | Trash - 06/01/21-07/01/21                                                                | 25.47    |            | 7,198.22  |  |
| 07/01/2021 | utlwat  | Water - 05/13/21-06/11/21                                                                | 14.55    |            | 7,212.77  |  |
| 07/01/2021 | payplan | Payment Plan Agreement (07/2021)                                                         | 242.68   |            | 7,455.45  |  |
| 07/01/2021 | rent    | Rent (07/2021)                                                                           | 1,695.00 |            | 9,150.45  |  |
| 07/04/2021 |         | chk# :ACH- Pre-Authorized<br>Payment NSFed by ctrl#<br>NSF (R20) Non-Transaction Account |          | 1,937.68   | 7,212.77  |  |
| 07/06/2021 | latefee | Late Fee                                                                                 | 75.00    |            | 7,287.77  |  |
| 07/08/2021 | nsffee  | Returned check charge                                                                    | 30.00    |            | 7,317.77  |  |
| 07/08/2021 | ntcfec  | Notice Fee for SC state                                                                  | 50.00    |            | 7,367.77  |  |
| 07/08/2021 |         | chk# :ACH- NSF receipt Ctrl#                                                             |          | (1,937.68) | 9,305.45  |  |
| 08/01/2021 | utlect  | Electric - 05/20/21-06/18/21                                                             | 160.12   |            | 9,465.57  |  |
| 08/01/2021 | utilfee | Fees - Utilities                                                                         | 9.99     |            | 9,475.56  |  |
| 08/01/2021 | utlsew  | Sewer - 06/11/21-07/15/21                                                                | 47.77    |            | 9,523.33  |  |
| 08/01/2021 | utltra  | Trash - 07/01/21-07/31/21                                                                | 23.88    |            | 9,547.21  |  |
| 08/01/2021 | utlwat  | Water - 06/11/21-07/15/21                                                                | 14.11    |            | 9,561.32  |  |
| 08/01/2021 | payplan | Payment Plan Agreement (08/2021)                                                         | 242.68   |            | 9,804.00  |  |
| 08/01/2021 | rent    | Rent (08/2021)                                                                           | 1,695.00 |            | 11,499.00 |  |
| 08/06/2021 | latefee | Late Fee                                                                                 | 75.00    |            | 11,574.00 |  |

|            |          |                                                                                                                    |          |          |           |            |
|------------|----------|--------------------------------------------------------------------------------------------------------------------|----------|----------|-----------|------------|
| 08/20/2021 |          | chk# [REDACTED] ERAP Rental Assistance Payment                                                                     |          | 8,000.00 | 3,624.00  | [REDACTED] |
| 09/01/2021 | utlect   | Electric - 06/19/21-07/20/21                                                                                       | 196.16   |          | 3,820.16  | [REDACTED] |
| 09/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 3,830.15  | [REDACTED] |
| 09/01/2021 | utlgas   | Gas - 06/09/21-07/13/21                                                                                            | 23.15    |          | 3,853.30  | [REDACTED] |
| 09/01/2021 | utlgas   | Gas - 07/13/21-08/11/21                                                                                            | 16.02    |          | 3,869.32  | [REDACTED] |
| 09/01/2021 | utlsew   | Sewer - 07/15/21-08/13/21                                                                                          | 42.85    |          | 3,912.17  | [REDACTED] |
| 09/01/2021 | utltra   | Trash - 07/31/21-08/31/21                                                                                          | 23.88    |          | 3,936.05  | [REDACTED] |
| 09/01/2021 | utlwat   | Water - 07/15/21-08/13/21                                                                                          | 12.55    |          | 3,948.60  | [REDACTED] |
| 09/01/2021 | payplan  | Payment Plan Agreement (09/2021)                                                                                   | 242.68   |          | 4,191.28  | [REDACTED] |
| 09/01/2021 | rent     | Rent (09/2021)                                                                                                     | 1,695.00 |          | 5,886.28  | [REDACTED] |
| 09/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 5,961.28  | [REDACTED] |
| 09/07/2021 | ntcfec   | Notice Fee for SC state                                                                                            | 50.00    |          | 6,011.28  | [REDACTED] |
| 10/01/2021 | utlect   | Electric - 07/21/21-08/18/21                                                                                       | 201.69   |          | 6,212.97  | [REDACTED] |
| 10/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 6,222.96  | [REDACTED] |
| 10/01/2021 | utlsew   | Sewer - 08/13/21-09/15/21                                                                                          | 51.05    |          | 6,274.01  | [REDACTED] |
| 10/01/2021 | utltra   | Trash - 09/01/21-10/01/21                                                                                          | 24.95    |          | 6,298.96  | [REDACTED] |
| 10/01/2021 | utlwat   | Water - 08/13/21-09/15/21                                                                                          | 14.99    |          | 6,313.95  | [REDACTED] |
| 10/01/2021 | payplan  | Payment Plan Agreement (10/2021)                                                                                   | 242.68   |          | 6,556.63  | [REDACTED] |
| 10/01/2021 | rent     | Rent (10/2021)                                                                                                     | 1,695.00 |          | 8,251.63  | [REDACTED] |
| 10/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 8,326.63  | [REDACTED] |
| 10/21/2021 | admchbak | Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED]            | 590.00   |          | 8,916.63  | [REDACTED] |
| 11/01/2021 | utlect   | Electric - 08/19/21-09/20/21                                                                                       | 187.66   |          | 9,104.29  | [REDACTED] |
| 11/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 9,114.28  | [REDACTED] |
| 11/01/2021 | utlgas   | Gas - 09/13/21-10/12/21                                                                                            | 23.65    |          | 9,137.93  | [REDACTED] |
| 11/01/2021 | utlgas   | Gas - 08/11/21-09/13/21                                                                                            | 24.04    |          | 9,161.97  | [REDACTED] |
| 11/01/2021 | utltra   | Trash - 10/01/21-10/31/21                                                                                          | 24.14    |          | 9,186.11  | [REDACTED] |
| 11/01/2021 | payplan  | Payment Plan Agreement (11/2021)                                                                                   | 242.68   |          | 9,428.79  | [REDACTED] |
| 11/01/2021 | rent     | Rent (11/2021)                                                                                                     | 1,695.00 |          | 11,123.79 | [REDACTED] |
| 11/03/2021 |          | chk# [REDACTED] :CHECKscan Payment                                                                                 |          | 8,280.78 | 2,843.01  | [REDACTED] |
| 11/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 2,918.01  | [REDACTED] |
| 11/09/2021 | ntcfec   | Notice Fee for SC state                                                                                            | 50.00    |          | 2,968.01  | [REDACTED] |
| 11/17/2021 | admchbak | Additional Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED] | 550.00   |          | 3,518.01  | [REDACTED] |
| 12/01/2021 | utlect   | Electric - 09/21/21-10/19/21                                                                                       | 167.99   |          | 3,686.00  | [REDACTED] |
| 12/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 3,695.99  | [REDACTED] |
| 12/01/2021 | utlsew   | Sewer - 09/15/21-10/13/21                                                                                          | 45.08    |          | 3,741.07  | [REDACTED] |
| 12/01/2021 | utlsew   | Sewer - 10/13/21-11/09/21                                                                                          | 46.58    |          | 3,787.65  | [REDACTED] |
| 12/01/2021 | utltra   | Trash - 10/31/21-11/30/21                                                                                          | 24.14    |          | 3,811.79  | [REDACTED] |
| 12/01/2021 | utlwat   | Water - 09/15/21-10/13/21                                                                                          | 13.22    |          | 3,825.01  | [REDACTED] |
| 12/01/2021 | utlwat   | Water - 10/13/21-11/09/21                                                                                          | 13.66    |          | 3,838.67  | [REDACTED] |
| 12/01/2021 | payplan  | Payment Plan Agreement (12/2021)                                                                                   | 242.68   |          | 4,081.35  | [REDACTED] |
| 12/01/2021 | rent     | Rent (12/2021)                                                                                                     | 1,695.00 |          | 5,776.35  | [REDACTED] |

|            |          |                                                                                                          |          |          |           |  |
|------------|----------|----------------------------------------------------------------------------------------------------------|----------|----------|-----------|--|
| 12/08/2021 | ntcfec   | Notice Fee for SC state                                                                                  | 50.00    |          | 5,901.35  |  |
| 12/30/2021 | admchbak | Attorney Fees, Filing Fees, Service of Process - 12/20/21- Eviction Referral, per Invoice no. [REDACTED] | 590.00   |          | 6,491.35  |  |
| 01/01/2022 | utlect   | Electric - 10/20/21-11/17/21                                                                             | 93.96    |          | 6,585.31  |  |
| 01/01/2022 | utilfee  | Fees - Utilities                                                                                         | 9.99     |          | 6,595.30  |  |
| 01/01/2022 | utlgas   | Gas - 10/12/21-11/09/21                                                                                  | 59.83    |          | 6,655.13  |  |
| 01/01/2022 | utlgas   | Gas - 11/09/21-12/09/21                                                                                  | 131.02   |          | 6,786.15  |  |
| 01/01/2022 | utlsew   | Sewer - 11/09/21-12/10/21                                                                                | 62.99    |          | 6,849.14  |  |
| 01/01/2022 | utltra   | Trash - 12/01/21-12/31/21                                                                                | 27.31    |          | 6,876.45  |  |
| 01/01/2022 | utlwat   | Water - 11/09/21-12/10/21                                                                                | 18.55    |          | 6,895.00  |  |
| 01/01/2022 | payplan  | Payment Plan Agreement (01/2022)                                                                         | 242.68   |          | 7,137.68  |  |
| 01/01/2022 | rent     | Rent (01/2022)                                                                                           | 1,695.00 |          | 8,832.68  |  |
| 01/06/2022 | latefee  | Late Fee                                                                                                 | 75.00    |          | 8,907.68  |  |
| 02/01/2022 | utlect   | Electric - 11/18/21-12/17/21                                                                             | 118.60   |          | 9,026.28  |  |
| 02/01/2022 | utilfee  | Fees - Utilities                                                                                         | 9.99     |          | 9,036.27  |  |
| 02/01/2022 | utltra   | Trash - 12/31/21-01/30/22                                                                                | 27.31    |          | 9,063.58  |  |
| 02/01/2022 | payplan  | Payment Plan Agreement (02/2022)                                                                         | 242.68   |          | 9,306.26  |  |
| 02/01/2022 | rent     | Rent (02/2022)                                                                                           | 1,695.00 |          | 11,001.26 |  |
| 02/06/2022 | latefee  | Late Fee                                                                                                 | 75.00    |          | 11,076.26 |  |
| 02/18/2022 | admchbak | Additional Attorney fees for the 12/20/21 Eviction Referral, per Invoice no. [REDACTED]                  | 661.21   |          | 11,737.47 |  |
| 03/01/2022 | utlect   | Electric - 12/18/21-01/20/22                                                                             | 134.55   |          | 11,872.02 |  |
| 03/01/2022 | utilfee  | Fees - Utilities                                                                                         | 9.99     |          | 11,882.01 |  |
| 03/01/2022 | utlgas   | Gas - 12/09/21-01/12/22                                                                                  | 145.13   |          | 12,027.14 |  |
| 03/01/2022 | utlsew   | Sewer - 12/10/21-01/14/22                                                                                | 85.37    |          | 12,112.51 |  |
| 03/01/2022 | utltra   | Trash - 01/30/22-02/28/22                                                                                | 27.31    |          | 12,139.82 |  |
| 03/01/2022 | utlwat   | Water - 12/10/21-01/14/22                                                                                | 25.21    |          | 12,165.03 |  |
| 03/01/2022 | payplan  | Payment Plan Agreement (03/2022)                                                                         | 242.68   |          | 12,407.71 |  |
| 03/01/2022 | rent     | Rent (03/2022)                                                                                           | 1,695.00 |          | 14,102.71 |  |
| 03/04/2022 |          | chk# [REDACTED] :CHECKscan Payment                                                                       |          | 695.00   | 13,407.71 |  |
| 03/04/2022 |          | chk# [REDACTED] :CHECKscan Payment                                                                       |          | 1,000.00 | 12,407.71 |  |
| 03/06/2022 | latefee  | Late Fee                                                                                                 | 75.00    |          | 12,482.71 |  |

Bond to Stay Execution on Appeal  
Signed by Judge Kintan

- Mediation Scheduled April 8th

Order on Bond

- pay arrears in Full by 3/25/2022 at 5 PM
- plus all utilities due
- attorney to provide up to date ledger of additional utilities (less 16% part in maner)
- Judge will submit return and ask for expedited hearing.

T/c to CJ at  
Greenville County  
Clerk's office  
3/16/2022  
467-8232

- Nothing entered electronically
- No actions reflecting this form entered
- Doesn't look like JK's signature
- Not in official court file

**Moss, Pamela**

**From:** Justin Stoddard <justynjstoddard@gmail.com>  
**Sent:** Tuesday, March 8, 2022 9:49 AM  
**To:** Moss, Pamela  
**Subject:** Re: Bond hearing

**CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments**

Hi Pamela-

I am out of the country at this time. I am out of the country from 3/7 and return 3/15. I am out of the country with very limited internet and mobile services on a cruise that was planned in 2020 prior to the Covid pandemic.

I was under the impression that I had a bond already. I already had a bond hearing and sent March 1 rent in on March 1 to American homes for rent according to the bond paperwork I received. In the paperwork I had when I filed the appeal was a "bond to stay the ejection" I signed that ordered me to pay \$1,695 in rent by the 1st of each month while this matter was taking place. I overnighted the \$1695. to American homes for rent on March 1.

Also, yesterday, the north Greenville summary court told me that my mediation hearing would be 4/8 as it was set for 3/11 but I showed them the paperwork that I would be out of the country at that time and Judge Stokes granted the continuance until 4/8. They also asked for the paperwork for the appeal.

Thanks,

On Mar 8, 2022, at 9:09 AM, Moss, Pamela <PMoss@greenvillecounty.org> wr

Bond hearing march 9 @3:00

**Pamela Moss**  
**Fairview Austin Summary Court**  
**Civil Clerk**  
**205 N. Maple Street**  
**Simpsonville SC 29681**  
**864-963-3457**

3-9-22 @ 3:00  
Pam- will you set  
this up for an  
"Appeal Bond Hearing"  
notify Def + Plaintiff's  
Atty + bring back  
to me? Thank u  
you

**CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

## Moss, Pamela

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**From:** Kelchner, John B <JKelchner@TurnerPadget.com>  
**Sent:** Thursday, March 3, 2022 2:49 PM  
**To:** Moss, Pamela  
**Cc:** Smith, Jerri  
**Subject:** American Homes 4 Rent v. Mildred and Justin Stoddard; 2021CV2310201830  
**Attachments:** 117 Eagleston .pdf

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments

Ms. Moss,

Good afternoon. I represent the Plaintiff regarding the above-referenced matter. Upon our calling the Court yesterday, our office was informed that the Defendant Justin Stoddard had filed an appeal in the above-referenced matter that has been docketed with the Circuit Court. I had attended the initial bond hearing on 2/16 at which time the Magistrate Judge set a bond for the full amount due of \$11,072.26 to be paid by 2/23.

Mr. Stoddard filed his appeal on the 2/22 and did not pay the bond by 2/23. My client informed me that it just received a payment in the amount of \$1,695 and sent me a copy of the Bond to Stay Eviction on Appeal dated February 25, a copy of which I have attached hereto.

Mr. Stoddard did not serve a copy of the notice of appeal on our firm nor was our office notified about the issuance of this bond. Did another bond hearing take place on 2/25?

Given that this matter is now under appeal, has the mediation that is scheduled for March 11 canceled? I need to ensure that my client's representative has adequate time to prepare should the mediation still take place.

Thank you in advance for your consideration in this matter.

John

**Turner Padget**

John Kelchner  
Of Counsel Attorney  
PO Box 1473 | Columbia, SC 29202  
1901 Main Street, Suite 1700 | Columbia, SC 29201  
803-227-4234 | Fax 803-400-1522  
jkelchner@turnerpadget.com  
[vCard](#) | [Location](#)

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

Kristen Nichols  
Turner, Padget, Graham & Laney, PA  
40 Calhoun St, Suite 200  
Charleston, SC 29401

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC**

on **March 9, 2022 at 3:00 PM** to serve as a party in a Bond Hearing in the case of:

**RE: American Homes 4 Rent C/O Vs Mildred And Justin Stoddard And  
Turner/Padget All Others  
Kristen Nicole Nichols**

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**

\_\_\_\_\_  
JUDGE

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:**

**March 7, 2022**

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

Mildred And Justin Stoddard And All Others  
117 Eagleston Lane  
Simpsonville, SC 29680

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC**

on **March 9, 2022 at 3:00 PM** to serve as a party in a Bench Trial in the case of:

**RE: American Homes 4 Rent C/O Vs Mildred And Justin Stoddard And  
Turner/Padget All Others  
Kristen Nicole Nichols**

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**

\_\_\_\_\_  
JUDGE

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:**

**March 7, 2022**

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

American Homes 4 Rent C/O Turner/Padget  
P.O. Box 22129  
Charleston, SC 29413

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC**

on **March 9, 2022** at **3:00 PM** to serve as a party in a Bench Trial in the case of:

**RE: American Homes 4 Rent C/O Vs Mildred And Justin Stoddard And  
Turner/Padget All Others  
Kristen Nicole Nichols**

---

**PLAINTIFF(S)**

---

**DEFENDANT(S)**

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**

---

**JUDGE**

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:**

**March 7, 2022**

Justin Stocklard

Appellant(s)

vs.

American Home 4 Rent c/o Turner Padgett

Respondent(s)

Submitted By: Justin Stocklard

Address: 117 Eagleson Ln  
Simpson, NC 29680

CIVIL ACTION COVERSHEET

2022 -CP-23- 00971  
1020014

FAIRVIEW-AUSTIN

FEB 28 2022

SC Bar #: \_\_\_\_\_  
Telephone #: SUMMARY COURT  
Fax #: \_\_\_\_\_  
Other: \_\_\_\_\_  
E-mail: stoddy@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Contracts</b></p> <input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Fraud/Bad Faith (150)<br><input type="checkbox"/> Failure to Deliver/Warranty (160)<br><input type="checkbox"/> Employment Discrim (170)<br><input type="checkbox"/> Employment (180)<br><input type="checkbox"/> Other (199) _____ | <p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20 ____ -NI- ____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299) _____                                       | <p><b>Torts - Personal Injury</b></p> <input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Assault/Battery (370)<br><input type="checkbox"/> Slander/Libel (380)<br><input type="checkbox"/> Other (399) _____                                                                                                                                               | <p><b>Real Property</b></p> <input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499) _____                                                                                                                                                             |
| <p><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599) _____                                                                                                                                                                                                                                                                            | <p><b>Administrative Law/Relief</b></p> <input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) _____ | <p><b>Judgments/Settlements</b></p> <input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Other (799) _____ | <p><b>Appeals</b></p> <input type="checkbox"/> Arbitration (900)<br><input checked="" type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) _____ |
| <p><b>Special/Complex /Other</b></p> <input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699) _____<br><input type="checkbox"/> Sexual Predator (510)<br><input type="checkbox"/> Permanent Restraining Order (680)                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of State Depositions (650)<br><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)<br><input type="checkbox"/> Pre-Suit Discovery (670)                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Submitting Party Signature: Justin Stocklard

Date: 2/20/2022

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

Justin Stoddard )  
APPELLANT(S) )

VS. )

American Homes 4 Rent v Turner Padgett )  
RESPONDENT(S) )

**2022-CP-23-00971**

COMMON PLEAS CASE NUMBER

~~2022-CP-23-~~

~~2022-CP-23-102004~~

MAGISTRATE CIVIL CASE NUMBER

**2022 CV 2310200014**  
IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

~~AMERICAN HOMES 4 RENT~~

The Appellant(s) hereby gives notice of appeal from the judgment of the Magistrate's Court in the above action, to the Circuit Court of Common Pleas, in the county of Greenville.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 16<sup>th</sup> day of February, 2022.

The appellant's exceptions to the judgment of the Magistrate are set forth as follows:

please see attached

2/20/2022  
Date

Justin Stoddard  
Appellant (or attorney)

The Tenant's appeal to this Court is subject to the following: the Tenant must obtain and post an appeal bond pursuant to Rule 241 of the of the South Carolina Rules of Appellate Practice and Sections 18-7-10 and 27-37-130 of the South Carolina Code; the Tenant must obtain and post a supersedeas bond pursuant to Rule 62 of the South Carolina Rules of Civil Procedure, and the Tenant must file a Bond Staying Execution on Appeal with the Simpsonville Summary Court pursuant to Section 27-37-130 of the South Carolina Code.

Justin Stoddard, the tenant, and appellant resides at 117 Eagleston Ln, Simpsonville SC. The tenant started the tenancy on December 20, 2020. The lease signified a monthly rent of \$1695.00. In March 2021, American Homes 4 Rent (AH4R), offered and the tenant accepted a Covid-19 amendment to the lease, spreading out nearly \$4,000 and adding additional months to the lease. This amendment would amend rent to \$1937.68 for the remainder of the lease terms. This amendment would enable tenant to be caught up and have a zero balance for the month of April.

On or around September 25, 2021, AH4R, filed eviction proceedings against the tenant for non-payment of rent while waiting to receive funds from the Greenville County ERAP Rental Assistance Program. AH4R had agreed with the tenant and the ERAP to not evict the tenant as the ERAP Rental Assistance intended to pay the past due of more than \$11,000.00. The ERAP program sent AH4R a check of approx. \$8,000.00 on behalf of the tenant on August 20, 2021.

On or around October 1, 2021, the appellant retained the service of an attorney to help fight the eviction since payment had been guaranteed. On or around October 12, rent funding was finalized and AH4R didn't go forward with the eviction filing and was sent a check for \$8,280.78. This would clear any and all balances and bring the account to zero. On October 21, 2021, AH4R posted attorney fees in an excess of of \$590.00 and another charge on November 17, 2021 to the tune of \$550.00.

The tenant disputed that he should have to bill the Respondent's attorney fees during the same month without notice and attempted to pay his regular monthly rent. AH4R refused to accept any payment less the attorney fees and would send the appellant's rent monies back as it didn't include the attorney's fees. Even more so, the attorney fees that are in dispute aren't attorney fees that a Court has determined that AH4R is entitled to. In order for AH4R to enforce the payment of attorney fees, they should be sanctioned or ordered to be paid by the losing party. Because no such action existed in October or November the enforcement of attorney fees cannot be with the same enforcement of payment of rent.

The lease provision does allow for the recovery of attorney's fees to AH4R under certain circumstances. The Tenant maintains that AH4R cannot simply at their discretion add attorney fees and require them to be paid along with rent payment and then sue for non-payment of rent. According to the Residential Landlord and Tenant act, rent is defined *as the consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges*. This means that attorney fees and utilities cannot be included in past-due rent amount, despite the written language in the lease agreement.

November and December, AH4R refused monthly rent less utilities and attorney fees. On Dec. 7, 2021, Appellant filed a Fair Housing Complaint at the advisement of his attorney. The complaint alleges that AH4R violated tenants' rights based on the Fair Housing and Covid-19 being a disability recognized. The complaint has been accepted by South Carolina Human Affairs Commission for investigation.

In January 2022, tenant asked AH4R for a copy of the rental ledger as AH4R had prevented access to it via the rental portal. At this time, tenant was notified by AH4R that they were pursuing eviction for no-payment of rent. The appellant contacted SC Legal Services and was given legal counsel.

The appellant requested a jury trial. A pre-trial hearing was set on February 16, 2022, before Judge Laura Saunders. Judge Saunders proceeded to try the matter as Rule to Show Cause hearing before being well into the trial with the appellant reminded her that he thought he was attending a hearing to set bond. The tenant was scrutinized during the hearing under the premise of a Rule to Show Cause, materially damaging his position for a subsequent jury trial. Nonetheless, Appellant attempted to ask that the magistrate court use the definition found in **SECTION 27-40-210** of the Residential Landlord Tenant Act to define *rent as consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges and* to determine while the jury trial is pending that rent be set at the fair-market rent value. The Residential Landlord and Tenant act defines *"fair-market rental value" means the actual periodic rental payment for comparable rental property to which a willing landlord and a willing tenant would agree. In determining the fair-market rental value, the court may consider appraisals offered by the tenant, landlord, realty experts, licensed appraisers, and other relevant evidence.*

The tenant acts that bond be set at the "fair-market rental value" because **SECTION 27-40-790** of the act maintains:

*In any action where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the rental agreement: (a) The tenant is required to pay the landlord all rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check. If the landlord and tenant disagree as to the amount of rent or the time of payments thereof, the court shall hold a hearing as soon as feasible after the issues have been joined, and preliminarily determine the matter. If the basis for the disagreement of the amount of rent due is the landlord's alleged violation of the rental agreement or the provisions of this chapter, the rent to be paid must be the fair-market rental value of the premises at the time of the hearing.*

The appellant was notified through a newly printed rental ledger given minutes before the hearing that he allegedly owed \$11,076.26. Appellant attempted to talk through the rental ledger with the judge, but the judge responded: "I am not going to forensically go through your rental ledger." Not walking through it didn't allow the appellant to show the judge a series of misapplied charges and other charges that AH4R says is owed. Much scrutiny should be taken so that AH4R does not pad the ledger thus increasing what is owed. The judge set bond for the total back rent owed of \$11,076.26 including the disputed attorney fees and other charges allegedly owed (there are several other miscellaneous fees that aren't rent that is showed owed; the appellant disputes these charges) and without examination and due within 5 days in order to proceed with the right to the jury trial.

In October 2020, South Carolina Chief Justice Beatty circled a memo directing magistrates to cease ordering tenants to post past due rent in a residential eviction in order to stay the eviction on appeal. Code §27-40-800 (b) of the South Carolina Residential Landlord Tenant Act requires that *it is sufficient to stay execution of a judgment for ejection that a tenant sign an undertaking that he will pay the landlord the amount of rent as it becomes due periodically after the judgment was entered.* Nowhere in that statute is payment of past due rent required to stay the execution of judgment pending appeal in a residential eviction appeal.

Code § 27-40-790 is not applicable to a residential eviction appeal as it is inconsistent with Code § 27-40-800. Likewise, Code §27-37-130 is not applicable to residential landlord tenant matters as it is also inconsistent with 27-40-800 and applies only to commercial landlord tenant evictions.

This should be the case in this process. A judge or jury hasn't determined that the attorney fees allegedly owed can be defined as rent according to the Landlord Tenant Act and if the Landlord Tenant Act supersedes the residential lease made between the appellant and AH4R.

Judge Saunders did not answer the appellant when he asked to give notice to AH4R, his intent to raise a defense pursuant to S.C. Code § 27-40-910 based on Plaintiff's retaliatory conduct based on a complaint filed with the SC Housing Board on December 6, 2021.

1. Defendant is informed and believes that Plaintiff's conduct was willful as defined by S.C. Code § 27-40-210(16).

2. Plaintiff's claim to rent, if any, should be offset by any amount recoverable by Defendant pursuant to the counterclaims stated herein

This would so be another reason that appellant disagrees with the bond amount set.

Lastly, the Magistrate court failed to properly notify the Appellant of the Rule to Show Cause or Vacate to defend against the Respondent's claims of nonpayment. The Residential Landlord and Tenant Act defines service of rule, posting and mailing requirements:

*The copy of the rule provided for in Section 27-37-20 may be served in the same manner as is provided by law for the service of the summons in actions pending in the court of common pleas or magistrates' courts of this State. The methods of service described in subsections (B) and (C) may be used as alternatives to the method of service described in this subsection.*

*(B) When no person can be found in possession of the premises, and the premises have remained abandoned, as defined in Section 27-40-730 for residential rental agreements and in Section 27-35-150 for nonresidential rental agreements, for a period of fifteen days or more immediately before the date of service, the copy of the rule may be served by leaving it affixed to the most conspicuous part of the premises.*

*(C) When service as provided in subsection (A) has been attempted unsuccessfully two times in the manner described in item (1), a copy of the rule may be served by affixing both it and documentation of the two service attempts to the most conspicuous part of the premises and mailing a copy of the rule in the manner described in item (2):*

*(1) Each of the two attempts to serve the defendant must be separated by a minimum of forty-eight*

**hours and must occur at times of day separated by a minimum of eight hours. The person attempting to serve the rule must document the date and time of the attempts by affidavit or by certificate in the case of a law enforcement officer. On the first unsuccessful attempt to serve the rule, a copy of the rule must be affixed to the most conspicuous part of the premises. On the second unsuccessful attempt to serve the rule, the documentation of the two attempts to serve the rule must be attached to the copy of the rule when it is affixed to the most conspicuous part of the premises.**

**(2) For mailing by ordinary mail to be considered to complete service under this item, it must be accomplished by placing a copy of the rule and documentation of the prior attempts at service in an envelope in the presence of the clerk of the magistrates court. The clerk is responsible for verifying that the envelope is addressed to the defendant at the address shown in the rule as the rental premises of the defendant or another address for receipt of mail furnished in writing by the tenant to the landlord, that the envelope contains the necessary documents, and that the clerk has placed the sealed and stamped envelope in the United States mail. The clerk's verification must be made a part of the record in the case, and service by ordinary mail is not considered complete without the clerk's verification. A fee as provided for in Section 8-21-1010(14) must be collected by the magistrate or his clerk for the verification and mailing in this item.**

**(3) Mailing of the rule constitutes service when the requirements of items (1) and (2) have been met and ten days have elapsed from the time of mailing. If these requirements have been met, the specified time period for the tenant to show cause why he should not be ejected as provided in Section 27-37-20 begins to run on the eleventh day after mailing. However, if the tenant contacts the magistrates court prior to the eleventh day, the specified time period for the tenant to show cause as provided in Section 27-37-20 must begin to run at the time of contact.**

Service was not perfected during the serving of the rule. Appellant attempted to tell the magistrate, but the magistrate asked the appellant to not interrupt her anymore. The appellant resides at the property; therefore, the property is not abandoned. The appellant has a ring doorbell that alarms when someone is in proximity of the door. The constable did not come out a first time, make attempt again within 48 hours, nor did mailing of the copy come to the residence. The constable came out one

time only and was captured by the ring doorbell on January 19, 2021, affixing the rule to the door. No knock or attempt was made to connect with or serve the rule. The premises for allowing a notice to be posted on the rental premises belies the assumption that the tenant continues to maintain possession of the premises as such notice would apply in an in rem action as a substitute for an in personam action requiring personal service. See Greene, 456 U.S. at 449-456 (dismissing the difference between in rem and in personam actions as relevant to determine the constitutionality of the notice in question). In Greene, the notice concerning the ejectment was posted on the door of the rental premises in a neighborhood where kids often pulled the notices down thereby tenants often would not receive notice of the ejectment proceedings. Id. at 445-49. This issue was a known issue under the circumstances with the officer routinely serving notice in the area. Id. at 454-55. The Court found that under certain circumstances, posting a notice for ejectment proceedings to the door of the rental premises would not serve as adequate notice when feasible and customary alternatives or supplements to provide notice exist such as personal service: But whatever the efficacy of posting [notice] in many cases, it is clear that, in the circumstances of this case, merely posting notice on a door does not satisfy minimum standards of due process. In a significant number of instances, reliance on posting pursuant to the provisions of [S.C. Code Ann. § 27-37-30] results in a failure to provide actual notice to the tenant concerned. The rule affixed to the door had a date of 1-31-2022 to contact the magistrate court. This would be improper service.

The appellant moves that this court will award the appellant with the following relief:

1. The Court set bond at \$1,695.00 a month until after a judge or jury or through ADR determines what is accurately owed. In accordance with SECTION 27-40-800. Undertaking on appeal and order staying execution, *If tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.*
2. the Court to dismiss the eviction proceeding in its entirety until after the complaint investigation with the SC Human Affairs Commission is completed and findings are announced.
3. The Court grant the Tenant declaratory relief on whether rent can be defined as including attorney fees and utilities thus be used to declare non-payment of rent for purposes of eviction
4. The Court grant the Tenant declaratory relief on whether attorney fees are owed to AH4R for the eviction proceeding that they took down in October.
5. The Court grant such other and further relief as the Court deems just and proper.

*Jury Trial Request / Bond Hearing*

*2-16-22  
9:45*

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

2022CV2310200014  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE (EVICTION)

American Homes 4 Rent C/O  
Turner/Padget  
P.O. Box 22129  
Charleston, SC 29413

*John Kelchner*

**URGENT**

Phone: (843) 576-2800

PLAINTIFF(S)

Vs  
Mildred And Justin Stoddard And  
All Others  
117 Eagleston Lane

*present*

*1-31-22*

Phone:

DEFENDANT(S)

*emailed to  
Jeri 2/16 @ 3:12*

others : American Homes 4 Rent C/O Turner/Padget is asking this because they claim that: or demanded in the amount of \$810.81. they have ended. tions of your lease by: sises located at the address listed above, and all others, are ordered to S.C. Code Ann. §27-37-10 OR contact the: 4

the purpose of scheduling a hearing to show why you should not be

OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE

ISSUANCE OF A WRIT OF EJECTMENT.

01/05/2022

Judge, Fairview/Austin Summary Court

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Mildred And Justin Stoddard And All Others on the following dates/times:

DATE TIME INITIALS DATE OF SERVICE *1-19-22* TIME OF SERVICE *11:30AM*  
1. \_\_\_\_\_ SETTLED/DATE \_\_\_\_\_ VACANT/DATE \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

*Posted*

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON \_\_\_\_\_ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

*Hearing 2/16/22*

MAGISTRATE'S CLERK

*last zero balance 3/21  
Arrears: 11,676.26*

*SCCA/733A (Amended 11/2019)  
W.D. said he attempted to pay but III refused.*

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent, 3520 W Montague Avenue, Suite 202 North Charleston, SC 29418,  
Plaintiff,

v.

Mildred Stoddard, Justin Stoddard, and any other occupant located at 117 Eagleston Lane, Simpsonville, SC 29680,  
Defendants.

IN THE MAGISTRATE COURT

CASE NO. 2021-CV-23- 2022-0014

APPLICATION FOR EJECTMENT

**American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent**, plaintiff in this action, is the Landlord/Lessor of the premises within the jurisdiction of **Greenville County Magistrate**, and premises is located at **117 Eagleston Lane, Simpsonville, SC 29680**, and that a Landlord/Tenant relationship exists between plaintiff and the Tenants/Lessees, as evidenced by the attached  **Lease** or  Other written proof.

Plaintiff requests by this application that Ejectment Proceedings be initiated against the Defendants/Tenants/Lessees based on the facts described below:

- Such tenant/lessee has failed or refused to pay rent when due or demanded.
- The term of tenancy or occupancy has ended.
- The terms or conditions of the lease have been violated as follows:

SWORN to and subscribed before me this  
30<sup>th</sup> day of December, 2021.

Paula Moore

Notary Public for the State of South Carolina  
Printed Name of Notary: Paula Moore  
My Commission Expires: May 14, 2023

Turner Padgett, Graham & Laney, P.A.

Kristen N. Nichols (SC Bar No. 74790)  
Email: knichols@turnerpadgett.com  
40 Calhoun Street, Suite 200 (29401)  
P.O. Box 22129  
Charleston, SC 29413  
Telephone: (843) 576-2800

Mark B. Goddard (SC Bar No. 73965)  
Email: mgoddard@turnerpadgett.com  
P.O. Box 1473  
Columbia, SC 29202  
Telephone: (803) 227-4334  
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent, 3520 W Montague Avenue, Suite 202 North Charleston, SC 29418,

Plaintiff,

v.

Mildred Stoddard, Justin Stoddard, and any other occupant located at 117 Eagleston Lane, Simpsonville, SC 29680,

Defendants.

IN THE MAGISTRATE COURT

CASE NO. 2021-CV-23-\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT**

(Evictions)

My name is: Kristen N. Nichols  
*First Middle Last*

I am (*check one*)  the Plaintiff or  an authorized agent of the Plaintiff in the eviction case described at the top of this page. I am capable of making this certification. The facts stated in the certification are within my personal knowledge and are true and correct.

**1. Verification:**

Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_  
*Name of Apartment Complex (if any)*

117 Eagleston Lane, Simpsonville, SC 29680  
*Street Address & Unit No. (if any) City County State ZIP*

I verify this property  is  is not a "covered dwelling" as defined by Section 4024(a)(1) of the Coronavirus Aid, Relief, and Economic Security Act. The facts on which I base my conclusion are as follows:

*(Please identify which data base or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan.)*

This property is owned free and clear of any mortgage lien. This property is not a low income housing tax credit property, is not federally subsidized under any HUD programs, and is not leased to any person with Section 8 vouchers.

Is the property a Low Income Housing Tax Credit (LIHTC) property? (check one)

Yes       No

Is the property federally subsidized under any HUD program? (check one)

Yes       No

Is the property rented to persons with Section 8 vouchers? (check one)

Yes       No

The Plaintiff  is  is not a multifamily borrower receiving forbearance as described in § 4023(d) of the Coronavirus Aid, Relief, and Economic Stimulus Act.

**2. Declaration:**

**I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.**

Charleston, South Carolina  
December 30<sup>th</sup>, 2021

Turner Padgett Graham & Laney, P.A.

Kristen N. Nichols (SC Bar No. 74790)  
E-mail: [knichols@turnerpadgett.com](mailto:knichols@turnerpadgett.com)  
40 Calhoun Street, Suite 200 (29401)  
P.O. Box 22129  
Charleston, SC 29413  
Telephone: (843) 576-2800

Mark B. Goddard (SC Bar No. 73965)  
Email: [mgoddard@turnerpadgett.com](mailto:mgoddard@turnerpadgett.com)  
P.O. Box 1473  
Columbia, SC 29202  
Telephone: (803) 227-4334  
Attorneys for Plaintiff

# Turner Padget

**Kristen N. Nichols**

REPLY TO  
E-Mail: knichols@turnerpadget.com  
Writer's Direct Dial: 843-576-2836  
Writer's Direct Fax: 843-577-1659

December 28, 2021

Fairview-Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681

Re: American Homes 4 Rent v. Mildred Stoddard and Justin Stoddard  
Civil Case No.: 2021-CV-23-\_\_\_\_\_  
TPGL File No.: 18238.00179

Dear Sir/Madam:

Enclosed please find an original and four (4) copies of an Application for Ejectment (with exhibits) for filing in connection with the above matter. Also enclosed is my firm's check in the amount of \$40.00, as payment for the filing fee and service fee. Please file the originals, serve the Defendants, and return a filed copy in the envelope provided.

Should you have any questions or need anything additional, please do not hesitate to contact me

Sincerely

TURNER PADGET GRAHAM AND LANEY P.A.



Kristen N. Nichols

KNN/dmb  
Enclosures- as stated



**RENTS AND OTHER PAYMENTS DUE UNDER THE LEASE**

| MONTHLY RENT AND FEES                                                               |                                                                        |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Rent:                                                                               | <u>\$1,695.00</u>                                                      |
| Pet Rent:                                                                           | <u>\$ 0.00</u>                                                         |
| Rent Tax:                                                                           | <u>\$0.00</u>                                                          |
| Other:                                                                              | <u>\$0.00</u>                                                          |
| <b>Total Rent (collectively, "Rent"):</b>                                           | <b><u>\$1,695.00</u></b>                                               |
| Other Monthly Amounts (if applicable)                                               |                                                                        |
| Late Fee:                                                                           | See Section 5(a) <b>\$75.00 Flat Amount</b>                            |
| NSF Fee:                                                                            | See Section 5(b) <b>Various</b>                                        |
| Notice Fee:                                                                         | See Section 5(c) <b>Various</b>                                        |
| Legal Fee:                                                                          | See Section 5(d) <b>Various</b>                                        |
| Utilities:                                                                          | See Section 6 <b>Varies by usage</b>                                   |
| Trip Fee (minimum):                                                                 | See Section 9(c) <b>\$75</b>                                           |
| CHARGES, FEES and DEPOSITS DUE PRIOR TO MOVE IN                                     |                                                                        |
| At or Before Lease Signing                                                          |                                                                        |
| Security Deposit:                                                                   | <u>\$1,695.00</u>                                                      |
| Refundable Key Deposit(s):                                                          | <u>\$0.00</u>                                                          |
| Refundable Pet Deposit(s):                                                          | <u>\$0.00</u>                                                          |
| Less amount paid at time of application:                                            | <u>\$0.00</u>                                                          |
| Other:                                                                              | <u>\$0.00</u>                                                          |
| <b>Deposit Balance:</b>                                                             | <b><u>\$1,695.00</u></b>                                               |
| PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS                     |                                                                        |
| No later than 24 Hours Prior to Move-In                                             |                                                                        |
| Prorated Rent:                                                                      | <u>December 19, 2020 thru December 31, 2020</u> <b><u>\$710.81</u></b> |
| First Full Month's Rent:                                                            | <u>January, 2021</u> <b><u>\$1,695.00</u></b>                          |
| Non-Refundable Pet Fee:                                                             | <u>\$0.00</u>                                                          |
| Non-Refundable Administrative Fee:                                                  | <u>\$100.00</u>                                                        |
| Non-Refundable Cleaning Fee:                                                        | <u>\$0.00</u>                                                          |
| Other:                                                                              | <u>\$0.00</u>                                                          |
| <b>Total:</b>                                                                       | <b><u>\$810.81</u></b>                                                 |
| PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS TO THE LOCAL OFFICE |                                                                        |

**Payment Methods:**

- Electronic payment via tenant portal (<https://americanhomes4rent.securecafe.com/residentservices/apartmentsforrent/userlogin.aspx>).
- Cashier's check, money order, personal check, or bill pay check:
  - Via Regular Mail: P.O. Box 95698, Las Vegas, NV 89193
  - Via Overnight Mail: Attn: Accounts Receivable, 280 Pilot Road, Las Vegas, NV 89119
- CASH PAYMENTS ARE **NOT** ACCEPTED.

Hearing Request Form

Summary Court

FAIRVIEW-AUSTIN

205 N. Maple Street Suite 4

JAN 31 2022

Simpsonville, SC 29681

SUMMARY COURT

864-963-3457

Civil Case Number 2022CV2310200014

Please Print - Name Justin Stoddard

Address 117 Eagleston Ln, Simpsonville, SC 29681

Phone and Email 864-569-8630 ; Justin Stoddard

I, Justin Stoddard Plaintiff / Defendant

Please indicate your choice by checking the appropriate lines

I request a Bench Trial

I wish to represent myself

I request a Jury Trial/Bond Hearing

I wish to be represented by my attorney

Attorney's Name and Address (if applicable) Holly Webster 701 S. main street  
SC legal ~~side~~ services Greenville, SC 29601

Please List the name, address, and phone number of any witnesses you want the court to subpoena. Names and addresses must be turned within five days of hearing date.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Justin Stoddard  
Signature

1-26-22  
Date

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

Mildred And Justin Stoddard And All Others  
117 Eagleston Lane  
Simpsonville, SC 29680

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC**

on **February 16, 2022** at **9:45 AM** to serve as a party in a Bench Trial in the case of:

**RE: American Homes 4 Rent C/O Vs Mildred And Justin Stoddard And  
Turner/Padget All Others**

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**

\_\_\_\_\_  
JUDGE

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:**

**February 1, 2022**

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

American Homes 4 Rent C/O Turner/Padget  
P.O. Box 22129  
Charleston, SC 29413

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC**

on **February 16, 2022** at **9:45 AM** to serve as a party in a Bench Trial in the case of:

**RE: American Homes 4 Rent C/O Vs Mildred And Justin Stoddard And  
Turner/Padget All Others**

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**

\_\_\_\_\_  
JUDGE

**Fairview/Austin Summary Court  
205 North Maple Street, Suite 4  
Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:**

**February 1, 2022**

periodic utilities, pet charges, or any administrative charges to enforce the terms of this Lease; then to unpaid portions of the security deposit; then to past-due Rent; and then to Rent then due and payable.

c. **Acceptance of Partial Rent Payment:** Subject to state law, Tenant acknowledges and understands that Landlord's acceptance of partial Rent payment will not waive Tenant's breach of this Lease or limit Landlord's rights to evict Tenant through eviction proceedings, whether filed before or after Landlord's acceptance of any such partial payment. Notwithstanding the foregoing, Landlord is not required to accept any partial payment.

4 **DEPOSITS:** On or before the execution of this Lease, Tenant must make all required Deposits noted on page 1 above (i.e., Security Deposits, Pet Deposits, Key Deposits, etc.) to Landlord. No interest or income will be paid to Tenant on the Security Deposit, unless required by state law. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord. Any refund of the Security Deposit will be made payable to all Tenants named under this Lease. Landlord is not required to return or account for any Deposits until Tenant surrenders the Property and the Tenant provides the Landlord with a forwarding address, after which Landlord will return the Security Deposit as required under state law, less any unpaid amounts due to Landlord plus any charges for default of Rent or other payments due under this Lease, damages (beyond normal wear and tear)

caused by Tenant to the Property, cleaning the Property or other deductions permissible under this Lease and applicable state law. Landlord will provide a written statement accounting for any and all deductions to the Deposit amounts.

#### 5 **UNTIMELY PAYMENTS, LATE FEES AND NSF FEES:**

a. **Late Fees:** If Landlord does not receive a Rent payment (i) in the full amount due and payable, (ii) at the designated place of payment and (iii) in the manner described on page 1 above by **11:59 PM of the 5th day of each calendar month**, Tenant will be assessed a Late Fee, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant. For purposes of paying Rent and/or Late Fees, the mailbox is not deemed to be Landlord's "agent for receipt" (i.e., the postmark date will not be deemed the date Landlord receives the payment). The Parties agree that Late Fees are based on a reasonable estimate of uncertain damages to Landlord that are incapable of precise calculation and result from untimely payments of Rent. Landlord's acceptance of a Late Fee does not waive Landlord's right to exercise remedies under law or equity or under Section 16 of this Lease.

b. **NSF Fees:** Tenant must pay Landlord the NSF Fee for each payment that Tenant tenders to Landlord which is returned or dishonored by the institution on which it is drawn for any reason, plus any Late Fees, pursuant to this Section 5, until Landlord receives payment. Tenant must make any returned payment good by paying any amounts plus associated charges in certified funds. See NSF Chart at [www.americanhomes4rent.com/NSFFees](http://www.americanhomes4rent.com/NSFFees).

c. **Notice Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to each correspondence, letter, email, or notice generated for the enforcement of any term under this Lease (collectively "Notice Fee"), including, but not limited to, delinquency letters, pay or quit notices, HOA notices of violations, and municipal ordinance violation letters.

d. **Legal Costs and Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to Lease enforcement

and/or eviction efforts ("Legal Fee"), including, but not limited to, collection costs, collection fees, attorneys' fees, court costs, cost of service, witness fees, and prejudgment interest.

6 **UTILITIES:** Tenant is responsible for ensuring that the following utilities are available to the Property at all times during the Term: water, electricity, gas, wastewater and garbage. Before signing this Lease, it is Tenant's responsibility to determine that all such necessary utilities are available to the Property and are adequate for Tenant's use. Landlord may establish and maintain all or certain utility accounts servicing the Property (including, but not limited to, water, electricity, gas, wastewater and garbage), in Landlord's name or in its affiliate's or designee's name. The terms and conditions of utility service for the Property and maintenance of any such utility accounts will be governed by the terms set forth in the Utilities Provider Addendum, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant. Non-payment of utilities charges will be a Default under Section 16 of this Lease and may result in utility shut-offs.

7 **PETS:** Tenant must pay the non-refundable Pet Fee or the refundable pet deposit, and monthly pet rent (if applicable) if Tenant has listed any pets on page 2 above. Tenant is solely responsible for cleaning up after Tenant's pet(s) and for any damage caused by Tenant's pet(s).

8 **INSURANCE:** Landlord's insurance does not cover Tenant for loss of Tenant's personal property, furnishings, or belongings. As such, Landlord strongly recommends that Tenant obtain renter's insurance for casualties such as fire, flood, water damage, theft, and general liability claims. Tenant agrees to maintain insurance coverage for his/her/their vehicle(s) parked on Landlord's Property.

9. **REPAIRS AND MAINTENANCE:** Tenant will keep and maintain the Property in a clean, safe and sanitary condition. Tenant is responsible for day to day maintenance and repairs on or about the Property, including, but not limited to pest control and Yard Maintenance, both at Tenant's own expense. For purposes of this Section 9, the "Yard" includes all lawns, shrubbery, bushes, flowers, gardens, trees, rocks or other landscaping features and foliage on or encroaching on the Property or on any easement appurtenant to the Property (but does not include any common areas that are to be maintained by any applicable homeowners' association), and "Yard Maintenance" means performing activities such as, but not limited to: mowing, fertilizing, trimming, controlling pests in the Yard, removing debris from the Yard, watering the Yard, all in accordance with all applicable state and local ordinances, laws and homeowners' association rules (if applicable). Notwithstanding the foregoing, any pool, spa or hot tub located on the Property will be maintained by Landlord (see attached Landlord's Rules and Regulations, if applicable).

a. **Tenant Misconduct or Negligence:** Tenant will pay for any repairs to the Property required because of Tenant's actions, misuse, misconduct or negligence, all as more specifically discussed in Landlord's Rules and Regulations posted on AH4R's website.

b. **Emergencies:** Tenant will immediately notify Landlord if any emergencies and/or need for major repairs (i.e., plumbing, electrical, fire, mechanical or other equipment problems that pose a health or safety risk) by calling the maintenance hotline, (855) 254-2447 or via American Homes 4 Rent's Tenant portal.

c. **Repair Costs and Trip Charges:** Except as otherwise specified in this Lease, Landlord will pay to repair or remedy certain conditions on the Property only if Tenant complies with the procedures for requesting repairs as described in Landlord's Rules and Regulations posted on AH4R's website. If a repair person, scheduled and paid for by Landlord, is unable to access the Property after

# **EXHIBIT A**

Lease



**RENTS AND OTHER PAYMENTS DUE UNDER THE LEASE**

| MONTHLY RENT AND FEES                                                                      |                                                 |                          |
|--------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|
| Rent:                                                                                      |                                                 | <u>\$1,695.00</u>        |
| Pet Rent:                                                                                  |                                                 | <u>\$ 0.00</u>           |
| Rent Tax:                                                                                  |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Total Rent (collectively, "Rent"):</b>                                                  |                                                 | <b><u>\$1,695.00</u></b> |
| Other Monthly Amounts (if applicable)                                                      |                                                 |                          |
| Late Fee:                                                                                  | <i>See Section 5(a)</i>                         | \$75.00 Flat Amount      |
| NSF Fee:                                                                                   | <i>See Section 5(b)</i>                         | Various                  |
| Notice Fee:                                                                                | <i>See Section 5(c)</i>                         | Various                  |
| Legal Fee:                                                                                 | <i>See Section 5(d)</i>                         | Various                  |
| Utilities:                                                                                 | <i>See Section 6</i>                            | Varies by usage          |
| Trip Fee (minimum):                                                                        | <i>See Section 9(c)</i>                         | \$75                     |
| CHARGES, FEES and DEPOSITS DUE PRIOR TO MOVE IN                                            |                                                 |                          |
| At or Before Lease Signing                                                                 |                                                 |                          |
| Security Deposit:                                                                          |                                                 | <u>\$1,695.00</u>        |
| Refundable Key Deposit(s):                                                                 |                                                 | <u>\$0.00</u>            |
| Refundable Pet Deposit(s):                                                                 |                                                 | <u>\$0.00</u>            |
| Less amount paid at time of application:                                                   |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Deposit Balance:</b>                                                                    |                                                 | <b><u>\$1,695.00</u></b> |
| <b>PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS</b>                     |                                                 |                          |
| No later than 24 Hours Prior to Move-In                                                    |                                                 |                          |
| Prorated Rent:                                                                             | <u>December 19, 2020 thru December 31, 2020</u> | <u>\$710.81</u>          |
| First Full Month's Rent:                                                                   | <u>January, 2021</u>                            | <u>\$1,695.00</u>        |
| Non-Refundable Pet Fee:                                                                    |                                                 | <u>\$0.00</u>            |
| Non-Refundable Administrative Fee:                                                         |                                                 | <u>\$100.00</u>          |
| Non-Refundable Cleaning Fee:                                                               |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Total:</b>                                                                              |                                                 | <b><u>\$810.81</u></b>   |
| <b>PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS TO THE LOCAL OFFICE</b> |                                                 |                          |

**Payment Methods:**

1. Electronic payment via tenant portal (<https://americanhomes4rent.securecafe.com/residentservices/apartmentsforrent/userlogin.aspx>).
2. Cashier's check, money order, personal check, or bill pay check:
  - a. Via Regular Mail: P.O. Box 95698, Las Vegas, NV 89193
  - b. Via Overnight Mail: Attn: Accounts Receivable, 280 Pilot Road, Las Vegas, NV 89119
3. CASH PAYMENTS ARE **NOT** ACCEPTED.

Property ID: [REDACTED]  
 Tenant ID: [REDACTED]  
 Commencement Date: December 19, 2020



Term from December 19, 2020 ("Commencement Date") to December 18, 2021 ("Expiration Date").

AH4R Management - SC, LLC ("Agent"), as agent for AMH 2015-2 Borrower, LLC ("Owner" and together with Agent, collectively "Landlord").

Property Management Office Address: 7021 Albert Pick Rd, Ste C Greensboro, NC 27409 ("Address for Notice").

Property Address: 117 Eagleston Lane Simpsonville, SC 29680 (the "Property").

Name of Financial Institution where the Security Deposit will be located (only applicable for FL, GA, KY, NC, WA, or TN):

Referring Broker: (if YES, name of referring Broker: ).

**Tenants/Co-Signers/Guarantors (individually, jointly and collectively "Tenant"):**

| Name             | Email      | Phone      | T/O/C/G |
|------------------|------------|------------|---------|
| Mildred Stoddard | [REDACTED] | [REDACTED] | T       |
| Justin Stoddard  | [REDACTED] |            | T       |
|                  |            |            |         |
|                  |            |            |         |
|                  |            |            |         |

**Other Occupants (collectively, "Occupant"):**

| Name       | Age | Relationship | Name | Age | Relationship |
|------------|-----|--------------|------|-----|--------------|
| [REDACTED] | 0   | Other        |      |     |              |
|            |     |              |      |     |              |
|            |     |              |      |     |              |
|            |     |              |      |     |              |

**Pet(s):**

| Type/Breed | Color | Weight | Name |
|------------|-------|--------|------|
|            |       |        |      |
|            |       |        |      |
|            |       |        |      |

**Vehicle Information:**

| Year | Make | Model      | License Plate |
|------|------|------------|---------------|
| 2009 | GMC  | [REDACTED] |               |
|      |      |            |               |
|      |      |            |               |

Addenda, which if checked below are hereby incorporated by reference and made part of this Lease (check all that apply):

|   |                                  |   |                                                |
|---|----------------------------------|---|------------------------------------------------|
| X | Security Deposit Addendum - SC   | X | AH4R Privacy Policy                            |
| X | State-Specific Disclosures- SC   |   | Homeowners Association (HOA) Documents         |
| X | Utilities Provider Addendum      |   | Articles                                       |
| X | Bed Bugs Notice                  |   | Bylaws                                         |
| X | OFAC Compliance Addendum         |   | Covenants, Conditions and Restrictions (CC&Rs) |
|   | Key Addendum                     |   | HOA Rules and Regulations                      |
|   | Rent Tax Addendum                |   | Other HOA Documents:                           |
| X | Landlord's Rules and Regulations |   | Other Addenda:                                 |

Landlord and Tenant (collectively the "Parties") agree that Tenant will lease the Property from Landlord on the terms and conditions contained in this lease, which will include each of the Addenda checked above and found at [www.americanhomes4rent.com/addenda](http://www.americanhomes4rent.com/addenda), Landlord's Rules and Regulations found at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations), and any additional terms and conditions posted on AH4R's website (collectively, this "Lease"). By signing this Lease, Tenant acknowledges and agrees that Tenant has read, understood, and accepted all of the terms and conditions of this Lease and that any Addenda, Rules and Regulations, and/or terms and conditions so posted on AH4R's website are subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant.

**1 USE:** Tenant may use the Property as a private residence only. The only person(s) Tenant may permit to reside on the Property during the Term of this Lease are those listed as Tenants or Occupants on page 1.

**2 TERM:** The term of this Lease will begin on the Commencement Date and end on the Expiration Date (the "Term"), unless otherwise renewed or terminated under the terms of this Lease, by agreement of the Parties, by applicable law, or otherwise as provided in this Section 2.

a. **MOVE-IN AND MOVE-OUT:** Landlord makes no express or implied warranties as to the Property's condition, except as noted in the Move-In Checklist provided to Tenant upon move-in, and Tenant agrees at the termination of this Lease to deliver possession of the Property back to Landlord in a clean and satisfactory condition as demonstrated by the Move-Out Request Form, normal wear and tear excepted. In addition, Tenant will deliver to Landlord a receipt for professional carpet cleaning for all carpeted areas, and failure to do so will result in a deduction from the Security Deposit.

b. **LANDLORD'S INABILITY TO DELIVER POSSESSION:** Tenant acknowledges that if the Property is occupied by a prior tenant or occupant on the anticipated Commencement Date, Landlord will not be subject to any liability for its inability to deliver possession of the Property to Tenant and the validity of this Lease will not be impaired, but the Commencement Date and Expiration Date will be delayed by the number of days delivery is delayed. Notwithstanding the foregoing, if Landlord does not deliver possession of the Property to Tenant within 60 days of the original anticipated Commencement Date, this Lease will terminate and be of no further force or effect, and Landlord and Tenant will have no further obligations hereunder. In the event this Lease is so terminated pursuant to this Section 2(b), all prepaid monies will be returned to Tenant.

c. **TENANT'S REFUSAL TO OCCUPY:** If Tenant refuses to occupy the Property after execution of the Lease, Landlord will have the right to retain Tenant's Security Deposit and any and all other amounts collected prior to Tenant's occupancy of the Property, as Landlord's damages under this Lease. The Parties agree that Landlord's damages are incapable of precise calculation and result from Tenant's refusal to occupy the Property. Landlord's acceptance of Tenant's Security Deposit does not waive Landlord's right to exercise any other remedies available at law or under this Lease.

d. **AUTOMATIC RENEWAL OR TERMINATION:** This Lease will automatically renew on a month-to-month basis at the end of the Term unless Landlord or Tenant provides written notice of termination at least 30 days before the Expiration Date of the Term.

i. **Renewal:** Landlord may propose renewal options to Tenant prior to the expiration of this Lease or any renewal. Tenant will be required to execute a new lease, a lease addendum or other document evidencing the renewal lease terms. If Tenant does not timely provide written notice of its election of one of the proposed renewal options or provide written notice of its election to terminate, this Lease will automatically renew on a Month-to-Month basis and the rental rate will increase to a minimum of 110% of the prior month's Rent, and the Term will continue to renew on a Month-to-Month basis until Landlord or Tenant provides written notice of termination. The effective date of such termination will be the later of the date designated in such notice of termination and that date which is 30 days after such notice is received. Notwithstanding the foregoing, Rent may be increased at any time during the Month-to-Month tenancy upon 30 days' prior written notice, subject to state law.

ii. **No Oral Notice and Time is of the Essence:** Oral notification of a Lease renewal or termination is not sufficient under any circumstances. Time is of the essence for providing notice of renewal or termination, and strict compliance with the dates by which notice must be provided is required.

iii. **Holdover:** Holdover is defined as the following: (1) Tenant gives notice to vacate and continues to occupy the Property after such indicated date; or (2) Landlord gives notice of non-renewal or notice to vacate and Tenant continues to occupy the Property after such indicated date. Tenant will pay Holdover Rent (as defined in this Section 2(d)(iii)) for such holdover period and indemnify Landlord and Landlord's prospective new tenants of the Property for any damages, including, but not limited to, lost Rent, lodging expenses, costs of eviction, and attorneys' fees. Holdover Rent will be two times (2x) the monthly Rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

**3 RENT:** Tenant will pay Landlord the Rent set forth on page 1 above for the full Term of this Lease. Rent will be payable by Tenant without notice, demand, deduction, or offset, except as required by state law. Moreover, Tenant will pay Rent in advance on or before the 1<sup>st</sup> day of each month. In addition, Tenant will pay, as Additional Rent, all sums, fees and/or charges required to be paid by Tenant under this Lease (including, but not limited to, Rent Tax (if applicable), Late Fees and NSF Fees, Utilities, Maintenance Fees, Pet Fees, Administration Fees, Cleaning Fees, Processing Fees and/or Legal Costs), whether or not such sums are specifically designated as "Additional Rent."

a. **Certified Funds Policy:** If Tenant fails to timely pay any amounts due under this Lease or if Tenant's payment is not honored by the banking institution on which it was drawn, Landlord may require Tenant to pay such overdue amount and any subsequent Rent or other amounts due under this Lease in certified funds (e.g., cashier's check or money order). However, this Section 3(a) does not limit Landlord from seeking other remedies at law or under this Lease for Tenant's failure to make timely payments with good funds.

b. **Application of Funds:** Regardless of any notation made by Tenant on a check or payment remittance, and subject to applicable state law, Landlord may apply funds received from Tenant as follows: first to any non-Rent obligations of Tenant under this Lease, including, but not limited to, late charges, returned payment charges, repairs,

periodic utilities, pet charges, or any administrative charges to enforce the terms of this Lease; then to unpaid portions of the security deposit; then to past-due Rent; and then to Rent then due and payable.

c. **Acceptance of Partial Rent Payment:** Subject to state law, Tenant acknowledges and understands that Landlord's acceptance of partial Rent payment will not waive Tenant's breach of this Lease or limit Landlord's rights to evict Tenant through eviction proceedings, whether filed before or after Landlord's acceptance of any such partial payment. Notwithstanding the foregoing, Landlord is not required to accept any partial payment.

**4 DEPOSITS:** On or before the execution of this Lease, Tenant must make all required Deposits noted on page 1 above (i.e., Security Deposits, Pet Deposits, Key Deposits, etc.) to Landlord. No interest or income will be paid to Tenant on the Security Deposit, unless required by state law. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord. Any refund of the Security Deposit will be made payable to all Tenants named under this Lease. Landlord is not required to return or account for any Deposits until Tenant surrenders the Property and the Tenant provides the Landlord with a forwarding address, after which Landlord will return the Security Deposit as required under state law, less any unpaid amounts due to Landlord plus any charges for default of Rent or other payments due under this Lease, damages (beyond normal wear and tear)

caused by Tenant to the Property, cleaning the Property or other deductions permissible under this Lease and applicable state law. Landlord will provide a written statement accounting for any and all deductions to the Deposit amounts.

**5 UNTIMELY PAYMENTS, LATE FEES AND NSF FEES:**

a. **Late Fees:** If Landlord does not receive a Rent payment (i) in the full amount due and payable, (ii) at the designated place of payment and (iii) in the manner described on page 1 above by **11:59 PM of the 5th day of each calendar month**, Tenant will be assessed a Late Fee, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant. For purposes of paying Rent and/or Late Fees, the mailbox is not deemed to be Landlord's "agent for receipt" (i.e., the postmark date will not be deemed the date Landlord receives the payment). The Parties agree that Late Fees are based on a reasonable estimate of uncertain damages to Landlord that are incapable of precise calculation and result from untimely payments of Rent. Landlord's acceptance of a Late Fee does not waive Landlord's right to exercise remedies under law or equity or under Section 16 of this Lease.

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c. **Notice Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to each correspondence, letter, email, or notice generated for the enforcement of any term under this Lease (collectively "Notice Fee"), including, but not limited to, delinquency letters, pay or quit notices, HOA notices of violations, and municipal ordinance violation letters.

d. **Legal Costs and Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to Lease enforcement

and/or eviction efforts ("Legal Fee"), including, but not limited to, collection costs, collection fees, attorneys' fees, court costs, cost of service, witness fees, and prejudgment interest.

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**8 INSURANCE:** Landlord's insurance does not cover Tenant for loss of Tenant's personal property, furnishings, or belongings. As such, Landlord strongly recommends that Tenant obtain renter's insurance for casualties such as fire, flood, water damage, theft, and general liability claims. Tenant agrees to maintain insurance coverage for his/her/their vehicle(s) parked on Landlord's Property.

**9. REPAIRS AND MAINTENANCE:** Tenant will keep and maintain the Property in a clean, safe and sanitary condition. Tenant is responsible for day to day maintenance and repairs on or about the Property, including, but not limited to pest control and Yard Maintenance, both at Tenant's own expense. For purposes of this Section 9, the "Yard" includes all lawns, shrubbery, bushes, flowers, gardens, trees, rocks or other landscaping features and foliage on or encroaching on the Property or on any easement appurtenant to the Property (but does not include any common areas that are to be maintained by any applicable homeowners' association); and "Yard Maintenance" means performing activities such as, but not limited to: mowing, fertilizing, trimming, controlling pests in the Yard, removing debris from the Yard, watering the Yard, all in accordance with all applicable state and local ordinances, laws and homeowners' association rules (if applicable). Notwithstanding the foregoing, any pool, spa or hot tub located on the Property will be maintained by Landlord (see attached Landlord's Rules and Regulations, if applicable).

a. **Tenant Misconduct or Negligence:** Tenant will pay for any repairs to the Property required because of Tenant's actions, misuse, misconduct or negligence, all as more specifically discussed in Landlord's Rules and Regulations posted on AH4R's website.

b. **Emergencies:** Tenant will immediately notify Landlord if any emergencies and/or need for major repairs (i.e., plumbing, electrical, fire, mechanical or other equipment problems that pose a health or safety risk) by calling the maintenance hotline, (855) 254-2447 or via American Homes 4 Rent's Tenant portal.

c. **Repair Costs and Trip Charges:** Except as otherwise specified in this Lease, Landlord will pay to repair or remedy certain conditions on the Property only if Tenant complies with the procedures for requesting repairs as described in Landlord's Rules and Regulations posted on AH4R's website. If a repair person, scheduled and paid for by Landlord, is unable to access the Property after

making arrangements with Tenant to complete the repair, Tenant will pay for any fees or charges that the repair person may charge, and in addition, Landlord may charge an administrative maintenance trip fee, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant.

10. **SMOKE/CARBON MONOXIDE DETECTORS:** The Property is equipped with smoke/carbon monoxide detectors in accordance with applicable state laws. Removing, disconnecting or intentionally damaging smoke/carbon monoxide detectors or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages. In addition, tampering with or removing such alarms is a Default under Section 16 of this Lease.

11. **ALTERATIONS:** Tenant agrees not to make any alterations, modifications, or changes to the Property without Landlord's prior written consent. This includes, but is not limited to, changing of locks; adding additional locks and deadbolts to the doors and windows; or applying wallpaper, paints or stains to woodwork, walls or floors.

12. **LANDLORD'S RULES AND REGULATIONS:** Tenant agrees that Tenant and Tenant's guests and invitees have read, understood and agreed to abide by Landlord's Rules and Regulations which may be found at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations) and any rules or covenants imposed by any applicable homeowners' association, all of which may be subject to change from time to time.

13. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion. An assignment or sublease of this Lease without Landlord's written consent is immediately voidable by Landlord.

14. **LIABILITY:** Unless directly caused by Landlord's gross negligence or willful misconduct, Landlord is not responsible to Tenant, any occupants, or guests or invitees of Tenant for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, any occupants, guests or invitees of Tenant or any pets.

15. **NOTICES:** All notices under this Lease must be in writing and are effective only when hand-delivered, sent by mail, or sent by electronic transmission:

- a. To Tenant at the Property Address or email address provided on Page 2 above; and
- b. To Landlord at the Address for Notice or email address provided on Page 2 above.

Tenant is responsible for timely notifying Landlord of any changes in Tenant's email address(es).

16. **DEFAULTS:**

- a. **Landlord Default:** If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- b. **Tenant Default** If Tenant fails to comply with this Lease or fails to timely pay any amounts due under this Lease, Tenant will be deemed in immediate Default, and:
  - i. Landlord may terminate Tenant's right to occupy the Property by providing Tenant with or without written notice to vacate, pursuant to state law;

ii. All unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;

- iii. Subject to state law, Tenant will be liable for:
  - A. any lost Rent;
  - B. all costs incurred in connection with reletting the Property, including, but not limited to, leasing fees/commissions, advertising fees, utility charges, and any other expenses reasonably incurred to relet the Property;
  - C. repairs needed to the Property, beyond normal wear and tear;
  - D. all costs associated with the eviction of Tenant, including, but not limited to, attorneys' fees, court costs, cost of service, witness fees, and prejudice interest;
  - E. all collection costs incurred, including, but not limited to, any administrative costs incurred in connection with Lease enforcement efforts; and
  - F. any other recovery to which Landlord may be entitled under this Lease, by law or equity.

iv. NOTE: UNPAID RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE ARE REPORTABLE TO CREDIT REPORTING AGENCIES.

17. **ADDITIONAL TENANT ACKNOWLEDGEMENTS AND REPRESENTATIONS:** Tenant's statements in this Lease and in any rental application are material representations. If Tenant makes a misrepresentation in this Lease or in any rental application, Tenant will be in Default of this Lease. Each party to this Lease represents that he or she is of legal age to enter into a contract.

a. **Suitability:** It is Tenant's responsibility to determine, before signing this Lease, whether: (i) all services (e.g., utilities, schools, and transportation) are available and accessible to and from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is fully satisfied with the Property's condition.

b. **Credit Reports and Responses to Requests:** Tenant hereby consents to and agrees that Landlord will have the right from time to time to obtain an updated credit report and/or background report on Tenant at any time during the Term, at Landlord's sole cost and expense. Furthermore, Landlord is not obligated to respond to any requests for Tenant's rental payment history from a mortgage company or lender while Tenant is in breach or Default of any terms of this Lease, and Landlord is not obligated to respond to any requests for Tenant's rental payment history from another prospective landlord (i) until Tenant has given notice of Tenant's termination of this Lease and (ii) so long as Tenant is not in breach or Default of any terms of this Lease. In addition, Landlord may charge a reasonable fee for processing any such request ("Processing Fee"). Tenant/Occupant(s) hereby authorizes Landlord to release any information regarding Tenant/Occupant(s) as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, courts, or others for marketing or similar purposes in accordance with the Landlord's Privacy Policy which is posted on AH4R's website.

c. **Binding:** This Lease is binding upon final acceptance and execution by the Parties. READ ALL OF THE TERMS OF THIS LEASE CAREFULLY. If Tenant does not understand the effect of this Lease, Tenant should consult with an attorney before signing.

18. **MISCELLANEOUS:** There are no oral agreements between Landlord and Tenant. This Lease (which will include each of the Addenda listed on page 2 above and posted on AH4R's website, Landlord's Rules and Regulations posted on AH4R's website, and any additional terms and conditions posted on AH4R's website) contains the entire agreement between Landlord and Tenant regarding the Property and may not be changed except by written agreement. This Lease is binding upon and inures to the benefit of the Parties to this

Lease and their respective heirs, executors, administrators, successors, and permitted assigns. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any Term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease. Landlord's past delay, waiver or non-enforcement of a Rent due date or any other right under this Lease will not be deemed to be a waiver of any other breach by Tenant or any other right of Landlord under this Lease. Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions of this Lease will remain in full force and effect. The laws of the state in which the Property is located will govern the interpretation, validity, performance, and enforcement of this Lease.

*[Signature Page to Follow]*

**LANDLORD (by Agent under Property Management Agreement):**

*Kayla Hill*

\_\_\_\_\_  
Name: Kayla Hill  
Title:

Date: 12/17/2020

**TENANT(S):**

*Mildred Stoddard*

\_\_\_\_\_  
Mildred Stoddard:  
Date: 12/17/2020

*Justin Stoddard*

\_\_\_\_\_  
Justin Stoddard:  
Date: 12/17/2020

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Date:

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:  
Date:

**GUARANTOR:**

\_\_\_\_\_  
:  
Date:



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**STATE-SPECIFIC DISCLOSURES**

**(SOUTH CAROLINA)**

The following South Carolina-specific terms and conditions are incorporated and made part of the Lease:

I. The following definition shall be added to the end of paragraph 5 of Landlord's Rules and Regulations: "Abandonment" will be deemed to have occurred when all of the following occur: (a) all occupants have vacated the Property, in Landlord's reasonable judgment, (b) Tenant is in breach of this Lease by not timely paying Rent and (c) Landlord has delivered written notice to Tenant (by affixing it to the inside of the main entry door or, if Landlord is prevented from entering the Property, by affixing it to the outside of the main entry door) that states that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than fifteen (15) days from the date the notice is so affixed.

II. Notwithstanding paragraph 7 of Landlord's Rules and Regulations, Landlord will give Tenant at least 24 hours' prior notice of Landlord's intent to enter upon the Property, except as provided under paragraph 7(b) of Landlord's Rules and Regulations.

**III. NOTICE: IF YOU (TENANT) DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR PAY OR QUIT NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DATE IT IS DUE UNDER THE LEASE, LANDLORD CAN START THE EVICTION PROCESS. YOU WILL NOT GET ANY OTHER NOTICE TO PAY OR QUIT AS LONG AS YOU HAVE POSSESSION OF THE PROPERTY.**



**SECURITY DEPOSIT ADDENDUM**

**(SOUTH CAROLINA)**

The following terms and conditions are incorporated and made a part of the Lease:

1. **Security Deposit.** On or before the execution of the Lease, Tenant must pay the Security Deposit to Landlord, in the amount noted on page 1 of the Lease which will not to exceed one and onehalf month's Rent, by *(please check all that apply)*:

cashier's check                      AND/OR                       money order.

2. **No Interest to Tenant.** No interest or income will be paid to Tenant on the Security Deposit. Landlord may, in its sole discretion, place the Security Deposit in an interest-bearing or incomeproducing account; however, any interest or income earned thereon will be paid to Landlord or Landlord's agent.

3. **Refund: Tenant shall give Landlord at least 30 days written notice of surrender of the Property. If there is more than one Tenant named on the Lease, any refund of the Security Deposit will be made payable to all named Tenants.**

- a. Notwithstanding the foregoing, Tenant acknowledges and agrees that South Carolina law does not obligate Landlord to return or account for the Security Deposit until Tenant surrenders the Property and gives Landlord written notice of Tenant's forwarding address, after which Landlord has 30 days in which to return or account for the Security Deposit. If no forwarding address is so provided, Landlord will deliver to Tenant the Security Deposit (or portion thereof) and a written accounting listing the specific reasons for retaining any portion of the Security Deposit, which will be sent via first class mail to Tenant's last known address.
- b. "Surrender" occurs when all of the following occur: (a) on the date Tenant specifies as the Move-Out date in its written notice to Landlord, (b) when all occupants have vacated the Property and removed their personal furnishings and belongings, in Landlord's reasonable judgment, and (c) Tenant has returned their keys, garage door remotes, mailbox keys and other access devices to Landlord.

4. **Deductions.** Landlord may deduct the following reasonable fees and charges from the Security Deposit (collectively, the "Deductions"), and if the Deductions exceed the Security Deposit, Tenant shall pay Landlord any excess amounts within 10 days after Landlord makes written demand therefor:



- a. damage to the Property, excluding normal wear and tear, and all reasonable costs associated with repairing such damage to the Property;
- b. costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- c. unpaid or accelerated Rent;
- d. unpaid Late Fee or charges;
- e. unpaid Pet Fees or charges;
- f. unpaid utilities, utility expenses or administrative costs incurred by Landlord in connection with utilities to the Property;
- g. cost of replacing unreturned keys, garage doors openers, security devices, pool keys or other components relating to the Property or any amenities to the Property;
- h. cost of removing unauthorized locks or fixtures installed by Tenant;
- i. cost incurred by Landlord to access the Property if made inaccessible by Tenant;
- j. cost of replacing missing or burned-out light bulbs and fluorescent tubes (at same location and of the same type and quality in the Property on the Commencement Date);
- k. cost of packing, removing, and storing any abandoned personal property;
- l. cost of removing abandoned or illegally parked vehicles;
- m. costs of reletting, if Tenant is in default under Section 16 of the Lease;
- n. attorney's fees, costs of court, costs of service, and other reasonable legal or administrative costs incurred in connection with any legal proceeding against Tenant;
- o. mailing costs and other administrative costs associated with sending notices to Tenant in connection with enforcement efforts;
- p. any other unpaid charges or fees or other amounts for which Tenant is responsible under the Lease;
- q. cost of restoring walls, flooring, landscaping or any alteration made to the Property which were not pre-approved by Landlord in writing; and
- r. damage to the Property caused by smoking, including, but not limited to, stains, burns, odors, and removal of debris.



### **BED BUGS NOTICE**

This Bed Bugs Notice, which is required by law, is incorporated and made a part of the Lease.

- i. *Acknowledgement.* Tenant hereby acknowledges and agrees that Landlord has informed Tenant that the Property has **NO BED BUG INFESTATIONS** prior to the execution of the Lease and that Tenant has (or has had an opportunity to) inspect the Property to confirm that no bed bug infestation exists. To the extent that there have been any reported instances of bed bug infestations in the Property, Landlord has had the Property treated by a licensed pest control company, at the conclusion of which the Property was found to be free of bed bugs.
- ii. *Prior Residence.* Tenant hereby warrants and certifies to Landlord that: (A) Tenant is not moving from, and has not lived in, a property, residence, house and/or apartment that has experienced or been subject to a bed bug infestation within the eighteen-month-period immediately preceding the beginning of the Term; (B) Tenant has inspected Tenant's personal belongings, furniture, mattress, clothing and possessions and found them to be free of bed bugs; and (C) Tenant has not been subjected to conditions in which there was a bed bug infestation prior to taking possession of the Property.
- iii. *Responsibilities and Delivery of Possession.* Tenant agrees that any infestation of bed bugs in the Property will constitute damage to and defacement of the Property. In consideration of the disclosures provided herein, if the Property becomes, or is discovered to be, infested with bed bugs at any time during the Term, any renewal term hereof, or between Tenant's Move-out and Landlord's possession of the Property, such infestation will be conclusively presumed to be caused by Tenant, and in such an event, Tenant agrees that Tenant will be responsible for any costs and/or damages incurred by Landlord as a result of such bed bug infestation, including, but not limited to, the cost of treatment for the Property as recommended by a qualified and licensed pest control company engaged by Landlord in its sole discretion. Furthermore, Landlord may declare Tenant in default of the Lease and pursue any and all remedies available to Landlord for default at law or under the Lease.
- iv. *Indemnification.* Under no circumstances will Landlord and or agents of Landlord be held responsible for any of Tenant's losses, damages or expenses, including, but not limited to, special, consequential or punitive damages arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its affiliates, agents and employees from any actions, claims, losses damages and/or expenses (including, but not limited to, attorney's fees) that Landlord may incur as a result of a bed bug infestation, inspection or treatment. This indemnification will not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.



### OFAC COMPLIANCE ADDENDUM

The following terms and conditions are incorporated and made a part of the Lease:

1. Tenant represents and warrants that (i) Tenant is not: (1) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), or (2) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

2. Tenant agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.



3. Tenant agrees that Tenant's inclusion on the List at any time during the Term will be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant will not permit the Property or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Property by any such person or entity will be a material default of the Lease.

**NSF FEE SCHEDULE**

| <u>STATE</u>   | <u>NSF CHARGE</u>                  |
|----------------|------------------------------------|
| Arizona        | \$25                               |
| California     | \$25 initial; \$35 each subsequent |
| Colorado       | \$20                               |
| Florida        | \$40                               |
| Georgia        | \$30                               |
| Idaho          | \$20                               |
| Illinois       | \$25                               |
| Indiana        | \$20                               |
| Kentucky       | \$50                               |
| Mississippi    | \$40                               |
| Nevada         | \$25                               |
| New Mexico     | \$30                               |
| North Carolina | \$25                               |
| Ohio           | \$30                               |
| Oklahoma       | \$30                               |
| Oregon         | \$35                               |
| South Carolina | \$30                               |
| Tennessee      | \$30                               |
| Texas          | \$30                               |
| Utah           | \$20                               |
| Virginia       | \$50                               |
| Washington     | \$40                               |
| Wisconsin      | \$30                               |



## PRIVACY POLICY

### **Our Commitment to Privacy**

We respect the privacy of your information. We provide this explanation about our general and online information practices as a show of our commitment to protect your privacy.

We do not sell, rent, or share personally-identifiable information collected during your use of our Website, except as described herein in this Privacy Policy.

### **The Information We Collect**

The customer information we collect is categorized as follows in accordance with the California Online Privacy Act:

**Application Information** - information that you provide to us through our Website and through other means. Examples include your name, age, physical address, zip code, phone numbers, email address, social security number, driver's license number, government ID, etc.

**Transaction and Experience Information** - information about your transactions with us, as well as information about our communications with you. Examples include your account history, geolocation data, your requests for information and our responses.

**Information from Outside Sources** - information from outside sources regarding your credit, background and other relationships. Examples include your employment history, and public record information.

We need this information to provide the goods and services that you request and to let you know of additional goods and services about which you might be interested. We also use this information to customize your experience using our Website.

We may also share the information we collect about you with third parties from one or more of the following categories:

- Retailers
- Vendors contracted by us to service your account
- Credit Card Companies
- Credit Reporting Companies
- Rental Databases
- Banks
- Homeowners Associations
- Government Agencies



We may ask you for personally-identifiable information at other times, such as if you enter into a promotion, make a payment, post a classified ad, communicate with us, apply for or enter into a lease with us, or complete a survey. If you opt-in to receive information regarding a promotion, you give us your permission to share your name and e-mail address with the third party offering the promotion.

In addition, we automatically gather general statistical information about our Website and visitors, such as IP addresses, browsers, pages viewed, number of visitors, goods and services purchased, geolocation data, etc., but in doing so we do not reference you by individual name, e-mail address, home address, or telephone number. We use this data in the aggregate to determine how much our customers use parts of our site so we can improve our site. We may provide this statistical information to third parties, but when we do so we do not provide personally-identifiable information without your permission.

As part of our service, we use cookies to store and sometimes track information about you. Some features of our site may be available only through the use of a cookie. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Generally, we use cookies to remind us who you are and enable us to access your account information so you do not have to re-enter it; gather statistical information about usage by registered or unregistered users, research visiting patterns, and help target advertisements based on user interests; assist our retail partners track visits and process orders; and track progress and participation in promotions. In some instances, our retail partners and advertisers appearing at our site may use their own cookies. Preference and options configurations in your browser determine if and how a cookie will be accepted. You can change those configurations on your computer if you desire. By changing your preferences, you can accept all cookies, you can be notified when a cookie is set, or you can reject all cookies. If you do so and cookies are disabled, you may be required to re-enter your information more often and certain features of our site may be unavailable.

### **The Way We Use Information**

We use your personally-identifiable information to improve our marketing and promotional efforts, to statistically analyze site usage, to improve our content and product offerings and to customize our site's content, layout, and services. We may use your personally-identifiable information to obtain further information about you, for example in performing background and credit checks, etc., should you ask to be qualified for house rental transactions.

We may use your information to deliver information to you that, in some cases, is targeted to your interests, such as targeted banners, new services and promotions. You can opt out of receiving this information by unchecking the box in your registration/preference file. We may ask you to provide us voluntarily with additional information regarding your personal or business interests, experience or requests, which we may use to customize our service for you.

We use your e-mail address, your mailing address, and phone number to contact you regarding administrative notices, new product offerings and communications relevant to your use of the site. We will not send you promotions or announcements unless you give us permission to do so. You can opt out of receiving such contact by contacting American Homes 4 Rent via email or regular mail.

If you place a request for products or services, we use information to ship your order; if the products or services are from a retail partner, we may provide your relevant information to that retailer for



purposes of the transaction. If you establish a credit account with us or our providers, we collect additional information, including billing information, credit card number and expiration date, and tracking information from checks or money orders.

We may also use or disclose information to resolve disputes, investigate problems, or enforce our Terms of Service. At times, we may review status or activity of multiple users to do so. We may disclose or access information whenever we believe in good faith that the law or regulation or a homeowner's association so requires or if we otherwise consider it necessary to do so to maintain service and improve our products and services.

We use your IP address to help diagnose problems with our server, to manage our Website and to enhance our site based on the usage pattern data we receive.

### **Do Not Track Signals**

Our website does not currently act on DNT (Do Not Track) signals received, and does not respond to such signals.

### **Third Party Access to Data**

In general, other parties (e.g., advertisers) are not allowed by our website to collect personally-identifiable information about a consumer's online activities when that consumer visits our website or online service. However, this policy does not apply to certain services on our website that are actually provided by third parties, generally identified on our website as "**Powered by [name of Third Party]**" or similar language; in those situations the relevant third party will have access to data collected as part of the services rendered, and you are asked to review the terms and conditions of use and the privacy policy of the relevant third party before using the services. It is expected that such third party service providers may share the information they collected with us, including personally-identifiable information.

### **Security**

We employ commercially reasonable and current security methods to prevent unauthorized access, maintain data accuracy, and ensure correct use of information.

Your account information and profile are password-protected. We recommend that you do not divulge your password to anyone. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Remember to sign out of your account and close your browser window when you have finished your session. This is to help ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place where others may have access to it. Whenever you voluntarily disclose personal information online—for example on message boards, through e-mail or in chat areas—that information can be collected and used by others. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk. How You Can Update, Correct or Delete Your Information

You can access the information that we collect online and maintain through normal updating methods. To update, correct or delete this information, you can contact us at: [info@ah4r.com](mailto:info@ah4r.com). Your



account can be deleted or deactivated, but doing so will result in your not being able to access member service. During the normal course of doing business, we will continue to share your information among our business units, our affiliates and unaffiliated third parties as necessary in order to service your accounts and fill any orders you place with us.

### **Children Under 13**

This site is intended to be used by users that can form enforceable contracts with us, generally at least 18 years of age. We do not knowingly collect personally-identifiable information on children under the age of 13. We do not accept registration by minors under the age of 13, and we will terminate the accounts of underage users. However, we have no way of distinguishing the age of individuals who access our Website, and we will honor the requests by any minor under the age of 13 to remove the information he or she posted as a registered user, unless the information is posted anonymously or by third parties or otherwise exempted by law. The parent or guardian of any registered user under the age of 13 may also contact us in writing and provide a contact email or phone number to remove the personally-identifiable information of the user and opt out of promotional opportunities.

### **Third Party Practices**

The Privacy Policy of an advertiser or promotional service appearing at our site may differ from ours. We encourage you to read that policy before responding to any offer.

### **Changes to Our Policy**

This Privacy Policy amends the Privacy Policy of January 1, 2014, and will become effective on July 20, 2015. Any changes to our Privacy Policy will be communicated through our Website at least five (5) business days in advance of its effective date. Information collected before changes are made will be secured according to the previous Privacy Policy. **Your Consent**

By using our Website, you consent to the collection and use of this information in the manner we describe.



## UTILITIES PROVIDER ADDENDUM

If the Landlord elects to maintain utilities in Landlord's name, the following terms and conditions relating to water, sewer, trash, gas and electricity service to the Property (collectively the "Utility(ies)") are incorporated and made a part of the Lease:

1. Landlord will maintain the Utility accounts in Landlord's name. Should Tenant cause Landlord's name to be removed from the Utility accounts, then Tenant will be in violation of the Lease and a penalty (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant) will be assessed against Tenant to reimburse Landlord for the administrative costs of reverting the Utility accounts to Landlord's name.

2. Although the Utility accounts will be maintained in Landlord's name, Tenant remains solely responsible for all costs of Utility services for the Property. Tenant's failure to pay any Utility costs, in accordance with the Lease, will be a Default under the Lease and may trigger penalties, fees and/or eviction proceedings as more particularly set forth in Section 16 of the Lease.

3. Landlord will bill Tenant each month for the costs of Utility services for the Property based on the bills of the applicable Utility providers (the "Utility Charge").

4. In addition to the Utility Charge, Tenant will also be billed a monthly service fee (the "Utility Fee") in accordance with the Fee Schedule set forth below (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). The Utility Fee reflects Landlord's administrative costs associated with billing, overhead and other similar expenses and costs.

5. Tenant will also pay a one-time account set-up fee (the "Set-Up Fee") of \$30.00 (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). The Set-Up Fee reflects Landlord's administrative costs associated with billing, overhead and other similar expenses and costs in connection with establishing the new Utility accounts and will not be charged on any renewal lease terms.

6. Any Utility Charges due after Tenant's surrender of the Property and/or past due Utility Charges will be deducted from Tenant's Security Deposit in accordance with Section 4 of the Lease and the Security Deposit Addendum. The Utility Charges will be added to Tenant's final ledger statement and a copy of the Utility bill will be sent to Tenant. Tenant acknowledges that the 3<sup>rd</sup> party utilities provider that is currently engaged by Landlord to service the Property (Conservice) is not a public utility company and that said 3<sup>rd</sup> party utilities provider may estimate the Utility Charges due based on prior bill amounts and/or prior usage at the Property.

7. If the Property is located in a deregulated area for gas and/or electricity, Landlord will select the deregulated provider(s) (the "Preferred Provider") and such deregulated utility service account will remain in Landlord's name. In the event that Tenant desires to select an alternative provider in lieu of the Preferred Provider, Tenant must establish such alternative service and notify Landlord and Landlord's 3<sup>rd</sup> party utilities provider of such election to use an alternative service, and such notice will be delivered to Landlord within **eight (8) calendar days** after the Commencement Date (the "Opt-Out Date"). If Tenant fails to timely deliver such notice, Tenant



will be deemed to have agreed to utilize the Preferred Provider for the duration of the Term. If Tenant switches from the Preferred Provider to an alternative provider after the Opt-Out Period, Tenant will pay an early utility termination fee of \$100.00 (or the maximum amount allowed by law).

8. If either Tenant elects to use an alternative provider under paragraph 7 above or Landlord and Tenant agree that Tenant will be directly responsible for obtaining and maintaining the Utility accounts in Tenant's name, and Tenant subsequently fails to so obtain and/or maintain Utility service such that Landlord (or Landlord's 3<sup>rd</sup> party utilities provider) is subsequently billed for Utility Charges attributable to Tenant's occupancy/tenancy, then Tenant will pay said Utility Charges billed to Landlord or its 3<sup>rd</sup> party utilities provider such services by Landlord (or Landlord's 3<sup>rd</sup> party utilities provider) and Tenant will pay Landlord a service charge of \$60.00 for each such occurrence (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). Tenant and Landlord agree that said service charge is a reasonable estimate of damages incurred by Landlord as a result of Tenant's actions.

9. If Utility Charges assessed to the Property will be charged to Tenant, including, but not limited to, stormwater charges, Utility-related charges appearing on tax bills (i.e., for stormwater, flood control, water quality, standby charges, etc.) and all miscellaneous charges appearing on the Utility bills received from the local Utility providers and charged to Landlord or Landlord's 3<sup>rd</sup> party utilities provider in connection with the Property.

**UTILITY PROVIDER FEE SCHEDULE\***

**TX, OH, IN, KY**

|                           | <b>Prior Conservice Lease</b> | <b>New Conservice Lease</b> | <b>Non-Conservice Lease</b> |
|---------------------------|-------------------------------|-----------------------------|-----------------------------|
| <b>New Move-In</b>        | N/A                           | 9.99/month                  | N/A                         |
| <b>Existing Tenancy</b>   | 6.50/month                    | 9.99/month                  | 4.99/month                  |
| <b>Conversion Tenancy</b> | N/A                           | 9.99/month                  | N/A                         |
| <b>Renewal Tenancy</b>    | 2.99/month                    | 9.99/month                  | 2.99/month                  |

**All Other States**

|                           | <b>Prior Conservice Lease</b> | <b>New Conservice Lease</b> | <b>Non-Conservice Lease</b> |
|---------------------------|-------------------------------|-----------------------------|-----------------------------|
| <b>New Move-In</b>        | N/A                           | 9.99/month                  | N/A                         |
| <b>Existing Tenancy</b>   | N/A                           | 9.99/month                  | 4.99/month                  |
| <b>Conversion Tenancy</b> | N/A                           | 9.99/month                  | N/A                         |
| <b>Renewal Tenancy</b>    | N/A                           | 9.99/month                  | 2.99/month                  |

*\*The Fee Schedule, which is current as of March 2015, is subject to change at Landlord's sole discretion.*



### American Homes 4 Rent ("AH4R") Online Payment Policy

1. Online payments are a convenience to our tenants but the ability to pay online is not guaranteed. Some personal computers have settings that are incompatible with our system and AH4R reserves the right to remove access to on-line payments at its sole and absolute discretion.
2. If you are not able to complete a payment online for any reason, you are still responsible for getting that payment to us by the due date. Late fees will **NOT** be waived due to difficulties with the online system or your removal from on-line payment access for any reason.
3. Online payments post to your AH4R account that same day or the following business day. Please be mindful of when you make payments. AH4R does not control when payments are applied.
4. Funds **MUST** be available at the time AH4R's request is made to your bank or financial institution for payment. It can take one (1) to seven (7) days for the money to come out of your account. Please make sure sufficient funds remain in your bank account until the payment clears. If there are not sufficient funds, the bank will return the payment to us as NSF ("insufficient funds"). An NSF fee will be assessed to your account for any returned payment. See NSF fee for your state, Exhibit A.
5. When setting up a payment on the portal, please make sure you enter correct information, especially the bank account and routing numbers. If the numbers are entered incorrectly, NSF fees will apply.
6. If you overpay or pay multiple times resulting in an overage charge by your bank or financial institution, AH4R cannot reverse any payment(s). Your **only** recourse will be to have a credit applied to your account for the following month.
7. AH4R reserves the right to deny access to the on-line payment portal for any NSF payments. Subsequent access to the on-line payment portal will be reviewed by AH4R and its decision to allow access after any NSF payments is at AH4R's sole and absolute discretion.
8. Future payments after an NSF **MUST** be in certified funds. No personal checks or online payments will be accepted in lieu of an NSF payment.
9. If a tenant has two or more NSFs in a year, tenant's use of the online payment portal will be permanently disabled, and all future payments will be in certified funds.

## LANDLORD'S RULES AND REGULATIONS

The following are Landlord's Rules and Regulations, which are incorporated and made a part of the Lease and all Tenants, Occupants, Guests and/or Invitees of the Property are subject to and will strictly comply with these Rules and Regulations. These Rules and Regulations are subject to change from time to time, at Landlord's sole discretion, and any such changes will be posted to AH4R's website at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations). **IT IS TENANT'S RESPONSIBILITY TO KEEP UP TO DATE ON ANY CHANGES TO LANDLORD'S RULES AND REGULATIONS, AND LANDLORD WILL HAVE NO OBLIGATION TO NOTIFY TENANT WHEN/IF CHANGES ARE MADE.** Please consult the local Property Management Office with any questions regarding any of these Rules and Regulations.

1. **Delay of Occupancy.** Tenant must occupy the Property within 5 days of the Commencement Date. If Tenant is unable to occupy the Property on or before the 5th day following the Commencement Date because of Landlord's construction work upon the Property or a prior occupant's hold over tenancy, such delay shall be governed by the terms set forth in Section 2(b) of the Lease.

2. **Time is of the Essence.** Time is of the essence for the payment of Rent, Additional Rent and any other fees or charges due under the Lease, and strict compliance with rental due dates is required.

3. **Pet Policy.** *Only those pets listed on page 2 of the Lease are approved by Landlord and (as such) to be permitted to be kept at the Property.* The following applies to Tenants who have such Landlord approved pets at the Property:

- a. Tenant certifies to Landlord that Tenants' pet(s) is/are in good health.
- b. Tenant will keep pets on a leash when not in the house or in a fenced backyard and will clean up all pet waste on the Property and any common areas.
- c. If the Property is subject to a Homeowners' Association ("HOA"), Tenant will abide by all HOA rules and regulations and Covenants, Conditions and Restrictions ("CC&R's") with respect to pet ownership. Moreover, Tenant will abide by all city and local ordinances regarding pet ownership (e.g., leashing, curbing, registration, licensing, vaccinations, etc.).
- d. If applicable, Tenant will pay monthly Pet Rent, in the amount set forth on page 1 of the Lease, for so long as the pet(s) remain(s) or stay(s) at the Property. The Pet Rent is subject to change from time to time at Landlord's sole discretion, upon reasonable notice to Tenant.
- e. Tenant may not permit any animal to come onto or into the Property (including, but not limited to, any dog, cat or other mammal, any reptile, bird, fish, rodent, or insect), even if only temporarily without Landlord's prior written consent. If Tenant violates this prohibition of animals on or in the Property, Landlord may take all or any of the following actions:
  - i. Declare Tenant in Default and exercise Landlord's remedies under Section 16 of the Lease;

- ii. Charge Tenant, as Additional Rent, a \$500.00 Pet Rent charge and \$20.00 per day per animal thereafter for each day Tenant is in violation of this rule 2(e); and
- iii. Charge Tenant for any costs incurred by Landlord in connection with:
  - A. exterminator services for the Property for fleas and other pests;
  - B. cleaning and deodorizing the Property's carpets and drapes; and
  - C. repairing any damage to the Property caused by the unauthorized animal.

4. **Contact Information.** Tenant must promptly notify Landlord of any changes in Tenant's phone number(s) (i.e., home, work and mobile numbers) and email address(es) from those provided in the Lease and such notice will be delivered to Landlord no later than 5 days after any such change.

5. **Abandonment.** Tenant may not abandon the Property. If Tenant abandons the Property, Tenant will remain liable for all Rent, Additional Rent, fees and costs for the full Term of the Lease.

6. **Abandoned Personal Property.** If Tenant leaves any furnishings, personal belongings or personal property (collectively the "Personal Property") in the Property after surrendering or abandoning the Property, Landlord may, in its sole discretion:

- a. Dispose of such Personal Property in the trash or waste facility;
- b. Donate such Personal Property to a charitable organization; or
- c. store and sell such Personal Property.

Tenant will reimburse Landlord for all reasonable costs incurred in connection with packing, removing, transporting, storing, disposing and/or selling the Personal Property after abandonment by Tenant.

7. **Access by Landlord:**

- a. **Signs and Advertising.** Landlord may prominently display a "For Sale", "For Lease", "For Rent" or similarly worded sign on the Property at any time during the Term or any renewal term. In addition, Landlord and/or Landlord's agents will have the right to take exterior photographs or images of the Property from time to time and at any time and use such photographs or images in advertisements or marketing materials for the Landlord or the Property.
- b. **Access.** Before accessing the Property, Landlord and/or Landlord's agents will attempt to first contact Tenant to give advanced notice, but Landlord and/or Landlord's agents may enter the Property at reasonable times without advanced notice to make repairs or show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord and/or Landlord's agents may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to:
  - i. survey the Property's condition and take photographs to document the condition of the Property for evictions, reported nuisances and/or disturbances at the Property;
  - ii. assess or make emergency repairs;
  - iii. exercise a contractual or statutory lien; or
  - iv. deliver written notices.

- c. **Notice.** Landlord may enter the Property upon advanced notice (in accordance with state law), for routine and ordinary inspections, repairs, maintenance and improvement work, subject to paragraphs 7(a) and (b) above.
- d. **Trip Fee.** If Landlord and/or Landlord's agents are denied access or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a "trip fee" (in the amount set forth on page 1 of the Lease) , which is subject to change from time to time at Landlord's sole discretion.

8. **HOA.** If the Property is subject to an HOA, Tenant acknowledges that Tenant has received a copy of, read, understood and agrees to abide by all HOA rules and regulations and/or CC&R's (collectively, the "HOA Rules"). Tenant will reimburse Landlord for any fines or other charges assessed against the Property or Landlord by the HOA for Tenant's failure to comply with the HOA Rules. Landlord may charge back onto Tenant's ledger any fines or other charges assessed against the Property or Landlord by the HOA, as well as any administrative fees (which are subject to change from time to time at Landlord's sole discretion) incurred by Landlord in connection with Tenant's non-compliance with the HOA Rules.

9. **Parking.** Tenant is permitted to park vehicles at the Property subject to the HOA Rules and state/local laws. Tenant may not park or permit any person to park any vehicles on the grass area (or any landscaped area) in the front or back yard. Vehicles are only permitted to be parked in driveways, garages, designated common parking areas, or in the street against the curb adjacent to the Property, subject to the HOA Rules and state/local laws. Tenant may not store or permit any person to store any vehicle on or adjacent to the Property or in the street against the curb adjacent to the Property. In accordance with applicable state/local laws, Landlord may tow, at Tenant's expense, and assess Tenant an administrative fee (which are subject to change from time to time at Landlord's sole discretion) for the following:

- a. any inoperative vehicle on or adjacent to the Property;
- b. any vehicle parked in violation of this paragraph 8; or
- c. any vehicle parked in violation of any HOA Rules or state/local laws.

10. **Security Devices and Door Locks.** All requests by Tenant to rekey or change, install, repair, or replace security devices and/or door locks must be in writing. Installation of additional security devices or rekeying or replacement of security devices and/or door locks so requested by Tenant will be at Tenant's sole cost and expense and may be installed only by contractors engaged and authorized by Landlord.

11. **Marijuana.** Tenants, Occupants, Guests and/or Invitees of the Property are not permitted to grow or cultivate any marijuana plants on the Property under any circumstances. Furthermore, Tenants, Occupants, Guests and/or Invitees of the Property are not allowed to use, possess, or distribute marijuana for medical or recreational use on the Property, per any applicable Federal Laws and/or the Controlled Substance Act. Landlord's Marijuana policy is governed by Federal Law exclusively and will supersede any provision in the Lease that states that the Lease is governed by controlling state law.

12. **Pool/Spa/Hot Tub:**

- a. If applicable, Tenant will use the swimming pool, spa and/or hot tub at Tenant's own risk.

- Landlord will not be responsible for any injuries sustained by Tenants, Occupants, Guests and/or Invitees of the Property in connection with the swimming pool, spa and/or hot tub.
- b. Landlord is responsible for the general maintenance of the swimming pool, spa and /or hot tub. This includes, but is not limited to, keeping the swimming pool, spa and hot tub clean of debris and ensuring the proper levels of chemicals to maintain the quality of the pool, spa and/or hot tub water.
  - c. Tenant is responsible for keeping the pool/spa/hot tub areas clean, neat and organized.
  - d. Tenant must immediately notify Landlord of any repair that the pool, spa and/or hot tub may require. This includes immediate notification due to pool guards, gate latches or fence repairs, where applicable.
  - e. Tenant is responsible for the full cost of repair and/or replacement of the swimming pool, spa and/or hot tub if such repair and/or replacement is a result of negligence or misconduct by Tenants, Occupants, Guests and/or Invitees of the Property.
  - f. Tenant must always operate the swimming pool, spa and/or hot tub in accordance with the manufacturer's instructions.
  - g. Safety features have been installed at the Property to ensure the Property's compliance with state/city/local pool safety laws. Tenant is responsible for maintaining such safety features and must notify Landlord immediately if such safety features are faulty, broken or missing due to the negligence or misconduct of Tenants, Occupants, Guests and/or Invitees of the Property.
  - h. No pets of any kind are permitted in the swimming pool, spa and/or hot tub at any time.
  - i. Tenant understands that the swimming pool and/or hot tub are strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of the swimming pool, spa and/or hot tub will not be deemed a violation by Landlord of any obligation under the Lease.
  - j. Tenant also acknowledges and agrees that Landlord does not guarantee that the swimming pool will be heated and/or heatable. A "heated and/or heatable" swimming pool is strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of a "heated and/or heatable" swimming pool will not be deemed a violation by Landlord of any obligation or covenant under the Lease.

**13. Water Intrusion Events and Mold.** Both Landlord and Tenant have various duties and responsibilities when dealing with water intrusion events and/or mold at the Property. In all and any cases of water intrusion events and/or mold at the Property, Tenant must notify Landlord in writing immediately.

- a. Mold is made up of naturally occurring microscopic organisms which reproduce spores. Mold breaks down and feeds on organic matter that naturally occurs in the environment. The mold spores scatter through the air and the combination moisture and organic matter allows for mold growth. Certain types of mold can lead to serious health risks and/or allergic reactions. Not all mold is easy to see, however when it is, it is often seen in the form of discoloration, that ranges from white to orange or from green to brown or black.

There is also a musty odor present. Minimizing the amount of moisture along with proper housekeeping helps reduce the chance and amount of mold and mold growth. Appropriate precautions need to be taken to minimize the potential for mold growth by Tenant.

- b. If small areas of mold are already present or occur on non-porous surfaces, for example, ceramic tile, Formica, vinyl flooring, metal, wood or plastic. Tenant agrees to clean the surface with a soap and water mixture; letting the surface area dry and then, within twenty-four (24) hours apply a pre-mixed household spray such as Lysol Disinfectant or Pine-Sol Disinfectant. If the product contains bleach it can discolor or stain the surface.
- c. Do not apply household cleaners to visible mold on porous surfaces such as sheetrock walls or ceilings. Notify Landlord in writing and Landlord will take appropriate action.
- d. Tenant will report to Landlord in writing of any visible or suspected water intrusion event or mold, including, but not limited to:
  - i. visible or suspected mold,
  - ii. air conditioning problems or spillage,
  - iii. plant watering overflows,
  - iv. musty odors,
  - v. leaky faucets or plumbing issues,
  - vi. pet urine accidents, and
  - vii. discoloration of walls, baseboards, doors, window frames, or ceiling.
- e. If Tenant fails to strictly comply with this paragraph 12, Tenant may be held responsible for all damage to the Property and any health problems that may develop as a result thereof.
- f. Tenant hereby agrees that Landlord and/or Landlord's agents may conduct periodic inspections of the unit at any time with reasonable notice.
- g. Please refer to the United States Environmental Protection Agency's "A Basic Guide to Mold, Moisture and Your Home" which is available at [www.epa.gov/mold/pdfs/moldguide.pdf](http://www.epa.gov/mold/pdfs/moldguide.pdf).

**14. LANDLORD'S MAINTENANCE OBLIGATIONS:** Landlord will maintain, replace or repair any items on the Property for which state law dictates Landlord is responsible. In addition and subject to Section 9 of the Lease, Landlord will be responsible for the following: roofs, front and back doors, foundations, HVAC, electrical system, plumbing, hot water tank, structural components, exterior painting and siding, locks and keys, ceilings, pool, spa, and hot tubs.

- a. **Pest Control:** Landlord will provide pest control only in the following two (2) circumstances: (i) prior to Tenant's occupancy if Tenant so requests or (ii) to address infestations that compromise the structural integrity of the Property (*e.g.*, termites, carpenter ants, etc.).
- b. **Replacement of Fixtures:** Landlord reserves the right to replace the fixtures with similar items, in Landlord's sole and absolute discretion. Landlord does not have to replace the fixtures with the exact brand, style, grade, color or accessories, so long as the replacement fixture is fit for its particular use.
- c. **Emergencies:** Emergencies must be reported immediately to Landlord and include the following:
  - i. Electrical: arcing, fire, smoke, no power, overheated fixtures.

- ii. Fire: Tenant must first notify the fire department immediately, followed by an emergency call to the Landlord.
- iii. Heat: ONLY if health risks exist as documented by a physician.
- iv. Air Conditioning: ONLY if health risks exist as documented by a physician.
- v. Heavy Structural Damage: roof, foundation and walls.
- vi. Plumbing: Flooding or stoppage of all drains (Tenant is responsible for all plumbing stoppages except when caused by roots or breakdown of fixture not caused by Tenant).
- vii. Theft: Tenant must first notify police immediately, followed by a report to Landlord no later than the following business day.

15. **TENANT'S MAINTENANCE OBLIGATIONS:**

**General Responsibilities:**

- a. keep the Property clean and sanitary;
- b. promptly dispose of all garbage in appropriate receptacles;
- c. supply and change heating and air conditioning filters at least once every 3 months;
- d. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage-door openers, ceiling fan remotes, and other devices (of the same type and quality in the Property on the Commencement Date);
- e. maintain appropriate levels of necessary chemicals or matter in any water softener;
- f. take action to promptly eliminate any dangerous condition on the Property;
- g. maintain all storm door(s) and screen door(s);
- h. maintain all internal and external ice makers and water dispensers;
- i. maintain and repair washers and dryers;
- j. replace and/or repair window screens;
- k. replace and maintain all shower rod(s);
- l. repair all clogged drains and toilets, except when caused by roots or breakdown of fixture not caused by Tenant;
- m. repairs to the Property due to break-in or vandalism, or due to the fault of Tenant or Tenant's guests or invitees;
- n. winterize the Property – *e.g.*, maintain minimum levels of heat to prevent freezing of water pipes and outdoor spigots, wrapping of outside water main in winter, removal of snow accumulations, removal of ice from front of Property, etc.;
- o. repair or replace sprinkler heads and above ground irrigation;
- p. repair or replace mailboxes and pay for the community or group mailbox key(s);
- q. replace any lost or misplaced keys;
- r. pay any periodic, preventative, or additional extermination services desired by Tenant, including, but not limited to, bed bugs, fleas, ticks, etc.;
- s. remove any standing water;
- t. know the locations and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- u. in general, all nominal and/or incidental repairs to the Property – *i.e.*, repairs that cost \$100 or less.



Effective Date: February 10, 2017

16. **PROHIBITIONS:** Smoking is not allowed in the Property. Moreover, unless otherwise authorized under this Lease, Tenant may not install, or permit any of the following on the Property, even if only temporarily: spa, hot tub, above-ground pool, trampoline, or any item which may cause or causes a suspension or cancellation of property insurance coverage or increases property insurance premiums. In addition, Tenant may not permit any part of the Property to be used in connection with any activity that is a nuisance, offensive, noisy, or dangerous or involves:
- a. Repairing any vehicle(s);
  - b. Business or commercial activity of any type including, but not limited to, child care, subject to local law;
  - c. Violates any zoning ordinance, homeowners' association rule or restrictive covenant;
  - d. Illegal or unlawful activity; and/or
  - e. Obstructs, interferes with, or infringes on the rights of other persons near the Property.



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### AMENITIES ADDENDUM

The following terms and conditions are incorporated and made part of this Lease as if fully stated within. The Tenant acknowledges that in the community where the Property is located or at the Property itself:

1. Certain amenities or services maybe available including but not limited to: individual and/or communal lawn care or landscaping, swimming pools, fitness rooms, community centers, party rooms, parks, dog parks, and/or playgrounds (collectively "Amenities").
2. Regardless of whether these Amenities are being provided directly by the Landlord or by a Third-Party, such as a Homeowner's Association ("HOA") or Management Company (collectively "Third-Parties"), that Landlord has made no representation or guarantee of their ongoing availability or fitness for use.
3. Landlord has no obligation to the Tenant to provide, continue to provide, or allow accesses to the Amenities. The Landlord or Third-Parties at their sole discretion may deny Tenant access to the Amenities at any time for any reason not otherwise prohibited by law.
4. Any failure by the Landlord or Third-Party to provide an Amenity to the Tenant, whether temporary or permanent and whether global or specific to the Tenant, shall not serve as a basis for the Tenant to withhold rent or fail to meet any of their other obligations under the Lease. Additionally, any failure by the Landlord or Third-Party to provide an Amenity to the Tenant is not a basis to change or invalidate any terms of the Lease.
5. The Landlord shall not be responsible for any injury, loss, or damage of any kind relating to the Tenant's use or receipt of the Amenities, and the Tenant hereby assumes all risk and liability related to their use of the Amenities.
6. As a condition for access to, or receipt of, the Amenities, Tenant agrees to fully comply with all rules and regulations related to the Amenities imposed by the Landlord or Third-Party.

**Document Information**

Document Reference Number: 11693514

Document Pages: 28

Signatures: 3  
Initials: 0

Status: Completed

| Signature Summary                   | Signature                                | Initials | Timestamp                  | Signing Status |
|-------------------------------------|------------------------------------------|----------|----------------------------|----------------|
| Mildred Stoddard                    | <i>Mildred Stoddard</i>                  | MS       | 12/17/2020 09:05:02 AM PST | Completed      |
| Document Started:<br>Email Address: | 12/17/2020 09:01:52 AM PST<br>[REDACTED] |          |                            |                |
| Justin Stoddard                     | <i>Justin Stoddard</i>                   | JS       | 12/17/2020 09:22:38 AM PST | Completed      |
| Document Started:<br>Email Address: | 12/17/2020 09:21:16 AM PST<br>[REDACTED] |          |                            |                |
| Kayla Hill                          | <i>Kayla Hill</i>                        | KH       | 12/17/2020 10:15:39 AM PST | Completed      |
| Document Started:<br>Email Address: | 12/17/2020 10:15:04 AM PST<br>[REDACTED] |          |                            |                |

| Signature Details | Page | Signature/Initials      | Signing Status | Tracking Details                                                                                    |
|-------------------|------|-------------------------|----------------|-----------------------------------------------------------------------------------------------------|
| Mildred Stoddard  | 7    | <i>Mildred Stoddard</i> | Completed      | IP Address: 97.95.193.127<br>Timestamp: 12/17/2020 09:05:10 AM PST<br>User Agent: Chrome on Windows |
| Justin Stoddard   | 7    | <i>Justin Stoddard</i>  | Completed      | IP Address: 97.95.193.127<br>Timestamp: 12/17/2020 09:22:49 AM PST<br>User Agent: Chrome on Windows |
| Kayla Hill        | 7    | <i>Kayla Hill</i>       | Completed      | IP Address: 65.188.191.63<br>Timestamp: 12/17/2020 10:15:32 AM PST<br>User Agent: Chrome on Windows |

**LEASE AMENDMENT  
(COVID-19)**

This Lease Amendment ("Amendment") is entered into as of **March 25, 2021** ("Effective Date") by and between **AH4R Management - SC, LLC** and its affiliates and subsidiaries (collectively, "Landlord") and **Mildred Stoddard, Justin Stoddard** (individually and collectively, "Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement ("Lease") dated **December 19, 2020** the premises located at **117 Eagleston Lane Simpsonville, SC 29680** ("Property"). Except as otherwise provided in this Amendment, all initially capitalized terms used herein shall have the same meanings as set forth in the Lease.

WHEREAS, Tenant has a balance due and owing to Landlord ("Balance").

WHEREAS, Tenant desires to pay off the Balance by making payments over time.

WHEREAS, this Amendment shall be made part of the Lease and all terms and conditions of the Lease not in contradiction to this Amendment will remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant's Lease is extended by **9** months and shall end on **September 30, 2022** ("New Lease End Date").
2. Tenant shall pay the Balance in **18** equal monthly installments of **\$242.68** ("Additional Payment") in addition to the original Rent amount of **\$1,695.00** ("Original Rent") for a new monthly Rent amount of **\$1,937.68** (collectively, "New Rent Amount").
3. The New Rent Amount shall be due beginning **April, 2021** through **September, 2022**.
4. The New Rent Amount shall be due from and payable by Tenant without notice or demand on or before the 1<sup>st</sup> day of each month.
5. Tenant understands and acknowledges that no Rent is being waived or forgiven, and all Rent continues to accrue and remains due and owing.
6. Tenant acknowledges and understands that the Balance is being deferred and that such deferment is conditioned on Tenant's compliance with the terms stated herein. Tenant further understands and agrees that if Tenant breaches this Amendment, this Amendment shall be revoked, and Landlord reserves the right to declare the entire unpaid deferred Balance immediately due and owing.
7. The acceptance by Landlord of Rent, delay, waiver, or non-enforcement of a term of this Amendment shall not be deemed a waiver unless specifically stated in writing by Landlord.

**LANDLORD:**

Signed on behalf of Landlord under written property management agreement:

By: AH4R Management - SC, LLC

*Lisa Jones*

Name: Lisa Jones

Title:

**TENANT:**

*Mildred Stoddard*

Name: Mildred Stoddard

*Justin Stoddard*

Name: Justin Stoddard

Name:

Name:

Name:

Name:

Name:

**Document Information**

Document Reference Number: 12129903

Document Pages: 2

Signatures: 3  
Initials: 0

Status: Completed

| Signature Summary                   | Signature                                | Initials | Timestamp                  | Signing Status |
|-------------------------------------|------------------------------------------|----------|----------------------------|----------------|
| Mildred Stoddard                    | <i>Mildred Stoddard</i>                  | MS       | 03/25/2021 08:13:12 PM PST | Completed      |
| Document Started:<br>Email Address: | 03/25/2021 08:12:45 PM PST<br>[REDACTED] |          |                            |                |
| Justin Stoddard                     | <i>Justin Stoddard</i>                   | JS       | 03/25/2021 08:12:22 PM PST | Completed      |
| Document Started:<br>Email Address: | 03/25/2021 08:12:08 PM PST<br>[REDACTED] |          |                            |                |
| Lisa Jones                          | <i>Lisa Jones</i>                        | LJ       | 03/26/2021 02:54:52 AM PST | Completed      |
| Document Started:<br>Email Address: | 03/26/2021 02:50:44 AM PST<br>[REDACTED] |          |                            |                |

| Signature Details | Page | Signature/Initials      | Signing Status | Tracking Details                                                                                     |
|-------------------|------|-------------------------|----------------|------------------------------------------------------------------------------------------------------|
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| Justin Stoddard   | 1    | <i>Justin Stoddard</i>  | Completed      | IP Address: 75.139.125.239<br>Timestamp: 03/25/2021 08:12:16 PM PST<br>User Agent: Chrome on Windows |
| Lisa Jones        | 1    | <i>Lisa Jones</i>       | Completed      | IP Address: 174.111.8.249<br>Timestamp: 03/26/2021 02:54:50 AM PST<br>User Agent: Chrome on Windows  |

# **EXHIBIT B**

Delinquency Letter



WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**\*\*\*\*\*Notice of Delinquency for Untimely Payment of Rent\*\*\*\*\***

12/08/2021

Mildred Stoddard, Justin Stoddard and/or all other Occupants  
117 Eagleston Lane  
Simpsonville, SC 29680 ("Subject Property")

Resident Name(s): Mildred Stoddard, Justin Stoddard and/or all other Occupants:

This **NOTICE OF DELINQUENCY** is to inform you and all other occupants (whom you are to notify immediately) that your rent is **past due**. You must pay the full rent due plus any and all applicable late fees immediately, or further inaction by you and all other occupants will escalate this matter to service of a formal **Pay or Vacate the Subject Property Notice**, under applicable state law. If your past due rent is not paid in full immediately, your residential lease agreement will be terminated and an eviction proceeding and any other legal remedy will be filed, permissible under the law.

As of today, your outstanding balance is \$ 5,901.35.

**AMERICAN HOMES 4 RENT RESERVES ALL RIGHTS AND REMEDIES PROVIDED UNDER THE RENTAL AGREEMENT AND UNDER APPLICABLE STATE LAWS INCLUDING BUT NOT LIMITED TO SUIT FOR UNLAWFUL DETAINER, DAMAGES TO THE SUBJECT PROPERTY AND FOR UNPAID RENTS AND NOTHING IN THIS NOTICE MAY BE CONSTRUED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.**

Payments must be made in the form of a Cashier's Check or Money Order only. Mail to:

American Homes 4 Rent  
PO Box 95698  
Las Vegas, NV 89193  
(336)-283-8167

Please contact us at the number provided with notice of payment, or if you have any questions.

This Delinquency Notice may be served via US Regular Mail.

Please conduct yourself accordingly.

AH4R Management - SC, LLC

# **EXHIBIT C**

## Payment Ledger

# Resident Ledger

**Mildred Stoddard**  
**117 Eagleston Lane**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**

Date: 12/20/2021  
 Resident Code: [REDACTED]  
 Property: [REDACTED]  
 Unit: [REDACTED]  
 Status:  
 Rent: \$1,695.00  
 Deposit:  
 Move In Date: 12/19/2020  
 Move Out Date: 12/30/1999  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home): [REDACTED]

| Date     | Description                                                                                                                   | Charges    | Payments   | Balance    |
|----------|-------------------------------------------------------------------------------------------------------------------------------|------------|------------|------------|
|          | Balance forward                                                                                                               | 0.00       | 0.00       | 0.00       |
| 12/15/20 | Chk# [REDACTED] - Credit Card On-Line Payment ; Web - Online Leasing                                                          | 0.00       | 100.00     | (100.00)   |
| 12/15/20 | Application Fee (Mildred Stoddard)                                                                                            | 50.00      | 0.00       | (50.00)    |
| 12/15/20 | Application Fee (Justin Stoddard)                                                                                             | 50.00      | 0.00       | 0.00       |
| 12/17/20 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    | 0.00       | 1,695.00   | (1,695.00) |
| 12/17/20 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED] Non-Transaction Account [REDACTED] | 0.00       | 810.81     | (2,505.81) |
| 12/17/20 | Security Deposit                                                                                                              | 1,695.00   | 0.00       | (810.81)   |
| 12/19/20 | Admin Fee                                                                                                                     | 100.00     | 0.00       | (710.81)   |
| 12/19/20 | Rent for 13 days                                                                                                              | 710.81     | 0.00       | 0.00       |
| 12/23/20 | :ACH-WEB - NSF receipt Ctrl# [REDACTED]                                                                                       | 0.00       | (810.81)   | 810.81     |
| 12/23/20 | :ACH-WEB - NSF receipt Ctrl# [REDACTED]                                                                                       | 0.00       | (1,695.00) | 2,505.81   |
| 12/23/20 | Returned check charge                                                                                                         | 30.00      | 0.00       | 2,535.81   |
| 12/23/20 | Returned check charge                                                                                                         | 30.00      | 0.00       | 2,565.81   |
| 01/01/21 | Rent (01/2021)                                                                                                                | 1,695.00   | 0.00       | 4,260.81   |
| 01/06/21 | Late Fee                                                                                                                      | 75.00      | 0.00       | 4,335.81   |
| 01/29/21 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    | 0.00       | 2,500.00   | 1,835.81   |
| 01/29/21 | Chk# [REDACTED] - Credit Card On-Line Payment ; Web - Resident Services                                                       | 0.00       | 140.81     | 1,695.00   |
| 02/01/21 | Rent (02/2021)                                                                                                                | 1,695.00   | 0.00       | 3,390.00   |
| 02/03/21 | :ACH-WEB - NSF receipt Ctrl# [REDACTED]                                                                                       | 0.00       | (2,500.00) | 5,890.00   |
| 02/03/21 | Returned check charge                                                                                                         | 30.00      | 0.00       | 5,920.00   |
| 02/05/21 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services                                                              | 0.00       | 2,800.00   | 3,120.00   |
| 02/06/21 | Late Fee                                                                                                                      | 75.00      | 0.00       | 3,195.00   |
| 03/01/21 | Electric - 12/19/20-01/19/21                                                                                                  | 82.36      | 0.00       | 3,277.36   |
| 03/01/21 | Fees - Utilities                                                                                                              | 9.99       | 0.00       | 3,287.35   |
| 03/01/21 | Fees - Utilities                                                                                                              | 30.00      | 0.00       | 3,317.35   |
| 03/01/21 | Gas - 12/19/20-01/12/21                                                                                                       | 96.56      | 0.00       | 3,413.91   |
| 03/01/21 | Gas - 01/12/21-02/09/21                                                                                                       | 142.79     | 0.00       | 3,556.70   |
| 03/01/21 | Sewer - 01/06/21-02/03/21                                                                                                     | 47.77      | 0.00       | 3,604.47   |
| 03/01/21 | Sewer - 12/19/20-01/06/21                                                                                                     | 36.58      | 0.00       | 3,641.05   |
| 03/01/21 | Trash - 12/19/20-12/31/20                                                                                                     | 9.75       | 0.00       | 3,650.80   |
| 03/01/21 | Trash - 12/31/20-01/30/21                                                                                                     | 22.51      | 0.00       | 3,673.31   |
| 03/01/21 | Water - 12/19/20-01/06/21                                                                                                     | 10.84      | 0.00       | 3,684.15   |
| 03/01/21 | Water - 01/06/21-02/03/21                                                                                                     | 14.11      | 0.00       | 3,698.26   |
| 03/01/21 | Rent (03/2021)                                                                                                                | 1,695.00   | 0.00       | 5,393.26   |
| 03/06/21 | Late Fee                                                                                                                      | 75.00      | 0.00       | 5,468.26   |
| 03/12/21 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services                                                              | 0.00       | 1,100.00   | 4,368.26   |
| 03/26/21 | Payment Plan OPTION G-18 months                                                                                               | (4,368.26) | 0.00       | 0.00       |
| 04/01/21 | Electric - 01/19/21-02/16/21                                                                                                  | 81.85      | 0.00       | 81.85      |
| 04/01/21 | Fees - Utilities                                                                                                              | 9.99       | 0.00       | 91.84      |
| 04/01/21 | Gas - 02/09/21-03/10/21                                                                                                       | 119.95     | 0.00       | 211.79     |

# Resident Ledger

**Mildred Stoddard**  
**117 Eagleston Lane**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**

Date: 12/20/2021  
 Resident Code: [REDACTED]  
 Property: [REDACTED]  
 Unit: [REDACTED]  
 Status:  
 Rent: \$1,695.00  
 Deposit:  
 Move In Date: 12/19/2020  
 Move Out Date: 12/30/1999  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home): [REDACTED]

| Date     | Description                                                                                | Charges  | Payments   | Balance  |
|----------|--------------------------------------------------------------------------------------------|----------|------------|----------|
| 04/01/21 | Sewer - 02/03/21-03/11/21                                                                  | 60.40    | 0.00       | 272.19   |
| 04/01/21 | Trash - 01/30/21-02/28/21                                                                  | 21.76    | 0.00       | 293.95   |
| 04/01/21 | Trash - 03/01/21-03/31/21                                                                  | 25.47    | 0.00       | 319.42   |
| 04/01/21 | Water - 02/03/21-03/11/21                                                                  | 17.88    | 0.00       | 337.30   |
| 04/01/21 | Payment Plan Agreement (04/2021)                                                           | 242.68   | 0.00       | 579.98   |
| 04/01/21 | Rent (04/2021)                                                                             | 1,695.00 | 0.00       | 2,274.98 |
| 04/29/21 | :ACH-WEB - Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED] | 0.00     | 1,801.00   | 473.98   |
| 05/01/21 | Electric - 02/16/21-03/18/21                                                               | 117.20   | 0.00       | 591.18   |
| 05/01/21 | Fees - Utilities                                                                           | 9.99     | 0.00       | 601.17   |
| 05/01/21 | Sewer - 03/11/21-04/15/21                                                                  | 64.86    | 0.00       | 666.03   |
| 05/01/21 | Trash - 03/31/21-04/30/21                                                                  | 23.88    | 0.00       | 689.91   |
| 05/01/21 | Water - 03/11/21-04/15/21                                                                  | 19.21    | 0.00       | 709.12   |
| 05/01/21 | Payment Plan Agreement (05/2021)                                                           | 242.68   | 0.00       | 951.80   |
| 05/01/21 | Rent (05/2021)                                                                             | 1,695.00 | 0.00       | 2,646.80 |
| 05/04/21 | : [REDACTED] - Pre-Authorized Payment NSFed by ctrl# [REDACTED]                            | 0.00     | 921.80     | 1,725.00 |
| 05/04/21 | : [REDACTED] - Pre-Authorized Payment NSFed by ctrl# [REDACTED]                            | 0.00     | 1,015.88   | 709.12   |
| 05/04/21 | :ACH-WEB - NSF receipt Ctrl# [REDACTED]                                                    | 0.00     | (1,801.00) | 2,510.12 |
| 05/04/21 | Returned check charge                                                                      | 30.00    | 0.00       | 2,540.12 |
| 05/06/21 | Late Fee                                                                                   | 75.00    | 0.00       | 2,615.12 |
| 05/07/21 | : [REDACTED] - NSF receipt Ctrl# [REDACTED]                                                | 0.00     | (921.80)   | 3,536.92 |
| 05/07/21 | : [REDACTED] - NSF receipt Ctrl# [REDACTED]                                                | 0.00     | (1,015.88) | 4,552.80 |
| 05/07/21 | Returned check charge                                                                      | 30.00    | 0.00       | 4,582.80 |
| 05/07/21 | Returned check charge                                                                      | 30.00    | 0.00       | 4,612.80 |
| 06/01/21 | Electric - 03/18/21-04/20/21                                                               | 110.72   | 0.00       | 4,723.52 |
| 06/01/21 | Fees - Utilities                                                                           | 9.99     | 0.00       | 4,733.51 |
| 06/01/21 | Gas - 03/10/21-04/13/21                                                                    | 58.51    | 0.00       | 4,792.02 |
| 06/01/21 | Sewer - 04/15/21-05/13/21                                                                  | 48.51    | 0.00       | 4,840.53 |
| 06/01/21 | Trash - 04/30/21-05/31/21                                                                  | 23.88    | 0.00       | 4,864.41 |
| 06/01/21 | Water - 04/15/21-05/13/21                                                                  | 14.33    | 0.00       | 4,878.74 |
| 06/01/21 | Payment Plan Agreement (06/2021)                                                           | 242.68   | 0.00       | 5,121.42 |
| 06/01/21 | Rent (06/2021)                                                                             | 1,695.00 | 0.00       | 6,816.42 |
| 06/04/21 | :ACH- [REDACTED] - Pre-Authorized Payment NSFed by ctrl# [REDACTED]                        | 0.00     | 1,937.68   | 4,878.74 |
| 06/06/21 | Late Fee                                                                                   | 75.00    | 0.00       | 4,953.74 |
| 06/09/21 | : [REDACTED] - NSF receipt Ctrl# [REDACTED]                                                | 0.00     | (1,937.68) | 6,891.42 |
| 06/09/21 | Returned check charge                                                                      | 30.00    | 0.00       | 6,921.42 |
| 06/17/21 | Amenity/Pool Key- [REDACTED]                                                               | 15.00    | 0.00       | 6,936.42 |
| 07/01/21 | Electric - 04/21/21-05/19/21                                                               | 113.73   | 0.00       | 7,050.15 |
| 07/01/21 | Fees - Utilities                                                                           | 9.99     | 0.00       | 7,060.14 |
| 07/01/21 | Gas - 04/13/21-05/11/21                                                                    | 36.41    | 0.00       | 7,096.55 |
| 07/01/21 | Gas - 05/11/21-06/09/21                                                                    | 26.94    | 0.00       | 7,123.49 |
| 07/01/21 | Sewer - 05/13/21-06/11/21                                                                  | 49.26    | 0.00       | 7,172.75 |
| 07/01/21 | Trash - 06/01/21-07/01/21                                                                  | 25.47    | 0.00       | 7,198.22 |

# Resident Ledger

**Mildred Stoddard**  
**117 Eagleston Lane**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**

Date: 12/20/2021  
 Resident Code: [REDACTED]  
 Property: [REDACTED]  
 Unit: [REDACTED]  
 Status:  
 Rent: \$1,695.00  
 Deposit:  
 Move In Date: 12/19/2020  
 Move Out Date: 12/30/1999  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home): [REDACTED]

| Date     | Description                                                                                                        | Charges  | Payments   | Balance   |
|----------|--------------------------------------------------------------------------------------------------------------------|----------|------------|-----------|
| 07/01/21 | Water - 05/13/21-06/11/21                                                                                          | 14.55    | 0.00       | 7,212.77  |
| 07/01/21 | Payment Plan Agreement (07/2021)                                                                                   | 242.68   | 0.00       | 7,455.45  |
| 07/01/21 | Rent (07/2021)                                                                                                     | 1,695.00 | 0.00       | 9,150.45  |
| 07/04/21 | : [REDACTED] - Pre-Authorized Payment NSFed by ctrl# [REDACTED]                                                    | 0.00     | 1,937.68   | 7,212.77  |
| 07/06/21 | Late Fee                                                                                                           | 75.00    | 0.00       | 7,287.77  |
| 07/08/21 | :ACH-[REDACTED] - NSF receipt Ctrl# [REDACTED]                                                                     | 0.00     | (1,937.68) | 9,225.45  |
| 07/08/21 | Returned check charge                                                                                              | 30.00    | 0.00       | 9,255.45  |
| 07/08/21 | Notice Fee for SC state                                                                                            | 50.00    | 0.00       | 9,305.45  |
| 08/01/21 | Electric - 05/20/21-06/18/21                                                                                       | 160.12   | 0.00       | 9,465.57  |
| 08/01/21 | Fees - Utilities                                                                                                   | 9.99     | 0.00       | 9,475.56  |
| 08/01/21 | Sewer - 06/11/21-07/15/21                                                                                          | 47.77    | 0.00       | 9,523.33  |
| 08/01/21 | Trash - 07/01/21-07/31/21                                                                                          | 23.88    | 0.00       | 9,547.21  |
| 08/01/21 | Water - 06/11/21-07/15/21                                                                                          | 14.11    | 0.00       | 9,561.32  |
| 08/01/21 | Payment Plan Agreement (08/2021)                                                                                   | 242.68   | 0.00       | 9,804.00  |
| 08/01/21 | Rent (08/2021)                                                                                                     | 1,695.00 | 0.00       | 11,499.00 |
| 08/06/21 | Late Fee                                                                                                           | 75.00    | 0.00       | 11,574.00 |
| 08/11/21 | Notice Fee for SC state                                                                                            | 50.00    | 0.00       | 11,624.00 |
| 08/20/21 | Chk# [REDACTED] - ERAP Rental Assistance Payment                                                                   | 0.00     | 8,000.00   | 3,624.00  |
| 09/01/21 | Electric - 06/19/21-07/20/21                                                                                       | 196.16   | 0.00       | 3,820.16  |
| 09/01/21 | Fees - Utilities                                                                                                   | 9.99     | 0.00       | 3,830.15  |
| 09/01/21 | Gas - 06/09/21-07/13/21                                                                                            | 23.15    | 0.00       | 3,853.30  |
| 09/01/21 | Gas - 07/13/21-08/11/21                                                                                            | 16.02    | 0.00       | 3,869.32  |
| 09/01/21 | Sewer - 07/15/21-08/13/21                                                                                          | 42.85    | 0.00       | 3,912.17  |
| 09/01/21 | Trash - 07/31/21-08/31/21                                                                                          | 23.88    | 0.00       | 3,936.05  |
| 09/01/21 | Water - 07/15/21-08/13/21                                                                                          | 12.55    | 0.00       | 3,948.60  |
| 09/01/21 | Payment Plan Agreement (09/2021)                                                                                   | 242.68   | 0.00       | 4,191.28  |
| 09/01/21 | Rent (09/2021)                                                                                                     | 1,695.00 | 0.00       | 5,886.28  |
| 09/06/21 | Late Fee                                                                                                           | 75.00    | 0.00       | 5,961.28  |
| 09/07/21 | Notice Fee for SC state                                                                                            | 50.00    | 0.00       | 6,011.28  |
| 10/01/21 | Electric - 07/21/21-08/18/21                                                                                       | 201.69   | 0.00       | 6,212.97  |
| 10/01/21 | Fees - Utilities                                                                                                   | 9.99     | 0.00       | 6,222.96  |
| 10/01/21 | Sewer - 08/13/21-09/15/21                                                                                          | 51.05    | 0.00       | 6,274.01  |
| 10/01/21 | Trash - 09/01/21-10/01/21                                                                                          | 24.95    | 0.00       | 6,298.96  |
| 10/01/21 | Water - 08/13/21-09/15/21                                                                                          | 14.99    | 0.00       | 6,313.95  |
| 10/01/21 | Payment Plan Agreement (10/2021)                                                                                   | 242.68   | 0.00       | 6,556.63  |
| 10/01/21 | Rent (10/2021)                                                                                                     | 1,695.00 | 0.00       | 8,251.63  |
| 10/06/21 | Late Fee                                                                                                           | 75.00    | 0.00       | 8,326.63  |
| 10/21/21 | legal - Attorney Fees, Filing Fees, Service of Process - 9/16/21-<br>Eviction Referral, per Invoice no. [REDACTED] | 590.00   | 0.00       | 8,916.63  |
| 11/01/21 | Electric - 08/19/21-09/20/21                                                                                       | 187.66   | 0.00       | 9,104.29  |
| 11/01/21 | Fees - Utilities                                                                                                   | 9.99     | 0.00       | 9,114.28  |
| 11/01/21 | Gas - 09/13/21-10/12/21                                                                                            | 23.65    | 0.00       | 9,137.93  |
| 11/01/21 | Gas - 08/11/21-09/13/21                                                                                            | 24.04    | 0.00       | 9,161.97  |
| 11/01/21 | Trash - 10/01/21-10/31/21                                                                                          | 24.14    | 0.00       | 9,186.11  |

# Resident Ledger

**Mildred Stoddard**  
**117 Eagleston Lane**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**

Date: 12/20/2021  
 Resident Code: [REDACTED]  
 Property: [REDACTED]  
 Unit: [REDACTED]  
 Status:  
 Rent: \$1,695.00  
 Deposit:  
 Move In Date: 12/19/2020  
 Move Out Date: 12/30/1999  
 Due Day: 1  
 Tel Num(Office):  
 Tel Num(Home): [REDACTED]

| Date     | Description                                                                                                                   | Charges        | Payments       | Balance        |                |                     |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|---------------------|--|
| 11/01/21 | Payment Plan Agreement (11/2021)                                                                                              | 242.68         | 0.00           | 9,428.79       |                |                     |  |
| 11/01/21 | Rent (11/2021)                                                                                                                | 1,695.00       | 0.00           | 11,123.79      |                |                     |  |
| 11/03/21 | Chk# [REDACTED] - :CHECKscan Payment                                                                                          | 0.00           | 8,280.78       | 2,843.01       |                |                     |  |
| 11/06/21 | Late Fee                                                                                                                      | 75.00          | 0.00           | 2,918.01       |                |                     |  |
| 11/09/21 | Notice Fee for SC state                                                                                                       | 50.00          | 0.00           | 2,968.01       |                |                     |  |
| 11/17/21 | Legal - Additional Attorney Fees, Filing Fees, Service of Process -<br>9/16/21- Eviction Referral, per Invoice no. [REDACTED] | 550.00         | 0.00           | 3,518.01       |                |                     |  |
| 12/01/21 | Electric - 09/21/21-10/19/21                                                                                                  | 167.99         | 0.00           | 3,686.00       |                |                     |  |
| 12/01/21 | Fees - Utilities                                                                                                              | 9.99           | 0.00           | 3,695.99       |                |                     |  |
| 12/01/21 | Sewer - 09/15/21-10/13/21                                                                                                     | 45.08          | 0.00           | 3,741.07       |                |                     |  |
| 12/01/21 | Sewer - 10/13/21-11/09/21                                                                                                     | 46.58          | 0.00           | 3,787.65       |                |                     |  |
| 12/01/21 | Trash - 10/31/21-11/30/21                                                                                                     | 24.14          | 0.00           | 3,811.79       |                |                     |  |
| 12/01/21 | Water - 09/15/21-10/13/21                                                                                                     | 13.22          | 0.00           | 3,825.01       |                |                     |  |
| 12/01/21 | Water - 10/13/21-11/09/21                                                                                                     | 13.66          | 0.00           | 3,838.67       |                |                     |  |
| 12/01/21 | Payment Plan Agreement (12/2021)                                                                                              | 242.68         | 0.00           | 4,081.35       |                |                     |  |
| 12/01/21 | Rent (12/2021)                                                                                                                | 1,695.00       | 0.00           | 5,776.35       |                |                     |  |
| 12/06/21 | Late Fee                                                                                                                      | 75.00          | 0.00           | 5,851.35       |                |                     |  |
| 12/08/21 | Notice Fee for SC state                                                                                                       | 50.00          | 0.00           | 5,901.35       |                |                     |  |
|          |                                                                                                                               | <b>Current</b> | <b>30 Days</b> | <b>60 Days</b> | <b>Over 90</b> | <b>Current Owed</b> |  |
|          |                                                                                                                               | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>         |  |

- I admit that a landlord/tenant relationship exists between the parties.
- I ask the Court to make a determination that “rent” is define in the SC Landlord and Tenant act as follows and apply its logic and definition:

**SECTION 27-40-210**

**"rent" means the consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges;**

- I request fair-market rent value to be determined at \$1,695, the original rent amount for the following reason:
  - amount agreed upon in lease
  - its higher then the fair market rent in the area
  - there is dispute over the “Covid-19” amendment due to rental ledger still showing utility payments that weren’t included AND because the \$1937.68 included other fees and not just rent payments
  - SECTION 27-40-210 allows the court to determine fair-market..“fair-market rental value” means the actual periodic rental payment for comparable rental property to which a willing landlord and a willing tenant would agree. In determining the fair-market rental value, the court may consider appraisals offered by the tenant, landlord, realty experts, licensed appraisers, and other relevant evidence;
- Utilities- Because utilities are not included as “rent” in SC, I would request that the court instruct landlord to provide bills of utilities due and allow for utilities to be paid separate from the rent.
- I hereby give notice of his/her intent to raise a defense pursuant to S.C. Code § 27-40-910 based on Plaintiff’s retaliatory conduct based on a complaint filed with the SC Housing Board on December 6, 2021.
  1. Defendant is informed and believes that Plaintiff’s conduct was willful as defined by S.C. Code § 27-40-210(16).
  2. Plaintiff’s claim to rent, if any, should be offset by any amount recoverable by Defendant pursuant to the counterclaims stated herein

## RENTAL TIMELINE

ORIGINAL RENT - \$1,695.00  
DECEMBER 2020 - MARCH 2021

NEW RENT "AKA" COVID RENT - \$1,937.68  
APRIL 2021 - SEPTEMBER 2022

**DEC 18, 2020**

Lease signing and move-in date Move-in fees and deposit paid

**MARCH 25, 2021**

Lease Amendment (Covid-19)  
Extended lease by 9 months and added \$242.68 to rent making rent \$1,937.68 for monthly rent. Past due balance was rolled into monthly payment and zeroed out.

**MAY 24, 2021**

Applied for ERAP Rental Assistance through Greenville County- Past due -\$4,612.80 at time of application to rental assistance program

**JULY 12, 2021**

ERAP awaiting AH4R to answer their portion of the application for ERAP rental assistance

**AUGUST 17, 2021**

ERAP portal indicates approval for \$8,000.00  
Current past due balance was \$11,624.00.

**AUGUST 20, 2021**

ERAP rental assistance check \$8,000.00 applied to account leaving an account balance -\$3,624.00. ERAP notified and said they would pay second round in October 2021

**SEPTEMBER 20, 2021**

AH4R notified that account was now in eviction status and filed for eviction.

**SEPTEMBER 21, 2021**

Retained attorney to represent in eviction proceeding as ERAP program agreement asked that AH4R not to evict pending additional payment

**OCTOBER 4, 2021**

Served Rule to Vacate or show cause

**OCTOBER 20, 2021**

Asked AH4R to complete their certification of application with current account balance. Account balance is -\$8,208.78

**OCTOBER 22, 2021**

AH4R received check for total past due -\$8,208.78 from rental assistance program.

**OCTOBER 27, 2021**

Email from AH4R stating they received the check but haven't posted it and the balance currently due was -\$8,916.63 instated of -\$8,208.78 due to attorney fees

**NOVEMBER 1, 2021**

**NOVEMBER 8, 2021**

Emailed AH4R asking how to make payment as pay online was not enabled anymore after attempting twice over the previous weekend.

Submitted screenshots as evidence that payment couldn't be made through portal. Disputed amount owed

**NOVEMBER 11, 2021**

AH4R responded that portal was opened however they closed it again. Current due -\$2,968.01

**NOVEMBER 12, 2021**

Attempted to send AH4R \$1,118.01 through Wal-mat pay as suggested.

Figure came from subtracting attorney fees from ledger

**NOVEMBER 30, 2021**

Sent AH4R, check from 1,118.01 via UPS with tracking. Received email stating they would send back as balance due is -5,776.35.

**DECEMBER 6, 2021**

Attempted to pay December rent \$1,937.68 plus the check from November via USPS, money returned. Filed complaint with HUD alleging discrimination due to Covid -19 treatment

**DECEMBER 8, 2021**

Asked AH4R for payment plan to resolve attorney fees and pay past due rent in full. AH4R declined.

**JANUARY 5, 2022**

AH4R notified that account was now in eviction status

**JANUARY 20, 2022**

Rule to Vacate or show cause taped to door. Not properly served

**JANUARY 28, 2022**

Responded to rule and asked for jury trial because of pending legal action with SC Fair Housing

**FEBRUARY 2, 2022**

Asked AH4R for ledger balance, no response



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# Exhibit A

**SC Landlord Tenant Act**

South Carolina Code of Laws  
Unannotated

Title 27 - Property and Conveyances

CHAPTER 40

Residential Landlord and Tenant Act

ARTICLE 1

General Provisions and Definitions

Subarticle I

Short Title, Construction, Application, and Subject Matter of Chapter

**SECTION 27-40-10.** Short title.

This chapter is known and may be cited as the South Carolina Residential Landlord and Tenant Act.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-20.** Purposes; rules of construction.

(a) This chapter must be liberally construed and applied to promote its underlying purposes and policies.

(b) Underlying purposes and policies of this chapter are:

(1) to simplify, clarify, modernize, and revise the law governing rental of dwelling units and the rights and obligations of landlords and tenants;

(2) to encourage landlords and tenants to maintain and improve the quality of housing.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-30.** Supplementary rules of law applicable.

Unless displaced by the provisions of this chapter, the principles of law and equity, including

duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement the provisions of this chapter.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-40.** Construction against implicit repeal.

This chapter being a general chapter intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-50.** Administration of remedies; enforcement.

(a) The remedies provided by this chapter must be so administered that an aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

(b) Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-60.** Settlement of disputed claim or right.

A claim or right arising under this chapter or on a rental agreement, if disputed in good faith, may be settled by agreement.

HISTORY: 1986 Act No. 336, Section 1.

## Subarticle II

### Scope and Jurisdiction

**SECTION 27-40-110.** Territorial application.

This chapter applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within this State.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-120.** Exclusions from application of chapter.

The following arrangements are not governed by this chapter:

(2) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest;

(3) occupancy by a member or a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

(4) transient occupancy in a hotel, motel, or other accommodations subject to the sales tax on accommodations as provided by Section 12-36-920;

(5) occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises;

(6) occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;

(7) occupancy under a rental agreement covering the premises used by the occupant primarily for agricultural purposes;

(8) occupancy under a rental agreement in a premises regulated by the provisions of Chapter 32 of Title 27 of the 1976 Code (Vacation Time Sharing Plan Act).

(9) residence, whether temporary or not, at a charitable or emergency protective shelter, public or private.

HISTORY: 1986 Act No. 336, Section 1; 1998 Act No. 382, Section 1.

**SECTION 27-40-130.** Jurisdiction and service of process.

(a) The circuit courts and magistrate courts of this State shall exercise concurrent jurisdiction over any landlord with respect to any conduct in this State governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord may be acquired in a civil action or proceeding instituted in the court of common pleas or magistrate court by the service of process in the manner provided by this section.

(b) If a landlord is not a resident of this State or is a corporation not authorized to do business in this State and engaged in any conduct in this State governed by this chapter, or engaged in a transaction subject to this chapter, he may designate an agent upon whom service of process may be made in this State. The agent must be a resident of this State or a corporation authorized to do business in this State. The designation must be in writing and filed with the Secretary of State. If no designation is made and filed or if process cannot be served in this State upon the designated agent, process may be served upon the Secretary of State, but service upon him is not effective unless the plaintiff or petitioner forthwith mails a copy of the process and pleading by registered or certified mail requiring a signed receipt

instituted on or before the return day of the process, if any, or within any further time the court allows.

HISTORY: 1986 Act No. 336, Section 1.

### Subarticle III

#### General Definitions and Principles Interpretation; Notice

#### **SECTION 27-40-210.** General definitions.

Subject to additional definitions contained in subsequent articles of this chapter which apply to specific articles or parts of this chapter, and unless the context otherwise requires, in this chapter:

- (1) "action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (2) "building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premise, or dwelling unit;
- (3) "dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household and includes landlord-owned mobile homes. Property that is leased for the exclusive purpose of being renovated by the lessee is not considered a dwelling unit within the meaning of this chapter;
- (4) "fair-market rental value" means the actual periodic rental payment for comparable rental property to which a willing landlord and a willing tenant would agree. In determining the fair-market rental value, the court may consider appraisals offered by the tenant, landlord, realty experts, licensed appraisers, and other relevant evidence;
- (5) "good faith" means honesty in fact in the conduct of the transaction concerned;
- (6) "landlord" means the owner, lessor, or sublessor of the premises, and it also means a manager of the premises who fails to disclose as required by Section 27-40-420;
- (7) "organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity;
- (8) "owner" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to property or (ii) all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession;

(10) "premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(11) "rent" means the consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges;

(12) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under Section 27-40-520 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(13) "roomer" means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove, and kitchen sink, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure;

(14) "single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit;

(15) "tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

(16) "wilful" means an attempt to intentionally avoid obligations under the rental agreement or the provisions of this chapter;

(17) "essential services" means sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

(18) "security deposit" means a monetary deposit from the tenant to the landlord which is held in trust by the landlord to secure the full and faithful performance of the terms and conditions of the lease agreement as provided in Section 27-40-410.

HISTORY: 1986 Act No. 336, Section 1; 1995 Act No. 112, Sections 1, 2.

**SECTION 27-40-220.** Obligation of good faith.

good faith in its performances or enforcement.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-230.** Unconscionability.

(a) If the court as a matter of law, finds:

(1) a rental agreement was unconscionable when made, the court may refuse to enforce the rental agreement;

(2) any provision of a rental agreement was unconscionable when made, the court may enforce the remainder of the agreement without the unconscionable provision or limit the application of any unconscionable provision to avoid an unconscionable result; or

(3) a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable when made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

(b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties must be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-240.** Notice.

(A) A person has notice of a fact if:

(1) the person has actual knowledge of it;

(2) the person has received a notice or notification of it; or

(3) from all the facts and circumstances known to him at the time in question he has reason to know that it exists. A person "knows" or "has knowledge" of a fact if he has actual knowledge of it.

(B) A person "notifies" or "gives" a notice or notification to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when:

(1) it comes to his attention; or

which the rental agreement was made or at any place held out by the landlord as the place for receipt of the communication; or

(3) in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to the tenant at the place held out by him as the place for receipt of the communication, or in the absence of the designation, to the tenant's last known place of residence. Proof of mailing pursuant to this subsection constitutes notice without proof of receipt.

(C) "Notice", knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction, and in any event from the time it would have been brought to the individual's attention if the organization had exercised reasonable diligence.

(D) The time within which an act is to be done must be computed by reference to South Carolina Rules of Civil Procedure.

HISTORY: 1986 Act No. 336, Section 1; 1995 Act No. 112, Section 3.

#### Subarticle IV

#### General Provisions

**SECTION 27-40-310.** Terms and conditions of rental agreement.

(a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair-market rental value for the use and occupancy of the dwelling unit.

(c) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless the tenant is otherwise notified in writing, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(d) Unless the rental agreement fixes a definite term, the tenancy is week to week in case of a roomer who pays weekly rent and in all other cases month to month.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-320.** Effect of unsigned or undelivered rental agreement.

the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to the tenant by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-330.** Prohibited provisions in rental agreements.

(a) A rental agreement may not provide that the tenant:

(1) agrees to waive or forego rights or remedies under this chapter;

(2) authorizes any person to confess judgment on a claim arising out of the rental agreement;

(3) agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him to be prohibited and attempts to exercise the rights created by the agreement, the tenant may recover in addition to his actual damages an amount not to exceed the security deposit and reasonable attorney's fees. If a landlord maliciously uses a rental agreement containing provisions known by him to be prohibited and attempts to exercise the rights created thereby, the tenant may recover in addition to his actual damages an amount not to exceed three months' periodic rent and reasonable attorney's fees.

(c) The provisions of this section shall not operate so as to invalidate bona fide liquidated damage provisions which shall establish the amount of damages for loss of rent resulting from a premature termination of a lease.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-340.** Separation of rents and obligations to maintain property forbidden.

A rental agreement, assignment, conveyance, trust deed, mortgage, or security instrument may not permit the receipt of rent absent the obligation to comply with Section 27-40-440(a).

## ARTICLE 3

### Landlord Obligations

#### **SECTION 27-40-410.** Security deposits; prepaid rent.

(a) Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section **27-40-510**. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

(b) If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

(c) If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section **27-40-510**.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

(e) Subject to the provisions of Section **27-40-450**, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

HISTORY: 1986 Act No. 336, Section 1; 1994 Act No. 498, Section 1.

#### **SECTION 27-40-420.** Disclosure.

disclose to the tenant in writing at or before the commencement of the tenancy the name and address of an owner of the premises or a person authorized to act on behalf of the owner as agent, inter alia, for purposes of service of process and receiving or receipting notices or demands.

(b) The information required to be furnished by this section must be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

(c) A person authorized to enter in a rental agreement on behalf of a landlord who fails to comply with subsection (a) with regard to a rental agreement entered into on behalf of the landlord becomes an agent of the landlord for purposes of that rental agreement for:

- (1) service of process and receiving and receipting for notices and demands;
- (2) performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the performance of the obligations all rent collected from the premises and retained by the person on behalf of the landlord.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-430.** Landlord to deliver possession of dwelling unit.

At the commencement of the term a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and Section 27-40-440. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in Section 27-40-760(c).

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-440.** Landlord to maintain premises.

(a) A landlord shall:

- (1) comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (2) make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
- (3) keep all common areas of the premises in a reasonably safe condition, and, for premises containing more than four dwelling units, keep in a reasonably clean condition;
- (4) make available running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot

(5) maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded by the rental agreement. No appliances or facilities necessary to the provision of essential services may be excluded.

(b) If the duty imposed by paragraph (1) of subsection (a) is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty must be determined by reference to paragraph (1) of subsection (a).

(c) The landlord and tenant of a single family residence may agree in writing that the tenant perform the landlord's duties specified in paragraph (5) of subsection (a) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord and tenant of any dwelling unit other than a single family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

(1) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord;

(2) the work is not necessary to cure noncompliance with subsection (a)(1) of this section;

(3) the agreement does not diminish or affect the obligations of the landlord to other tenants in the premises.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-450. Limitation of liability.**

(a) Unless otherwise agreed, a landlord who conveys the premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the conveyance. However, he remains liable to the tenant for security recoverable by the tenant under Section 27-40-410, unless the security deposit is transferred from the seller to the purchaser and the tenant is notified in writing a reasonable time after the transaction in which case the purchaser is liable under Section 27-40-410.

(b) Unless otherwise agreed, a manager of the premises that includes a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

## ARTICLE 5

### Tenant Obligations

#### **SECTION 27-40-510.** Tenant to maintain dwelling unit.

A tenant shall:

- (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) keep the dwelling unit and that part of the premises that he uses reasonably safe and reasonably clean;
- (3) dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
- (4) keep all plumbing fixtures in the dwelling unit or used by the tenant reasonably clean;
- (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises;
- (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the tenant;
- (7) conduct himself and require other persons on the premises with the tenant's permission or who are allowed access to the premises by the tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises;
- (8) comply with the lease and rules and regulations which are enforceable pursuant to Section 27-40-520.

HISTORY: 1986 Act No. 336, Section 1.

#### **SECTION 27-40-520.** Rules and regulations.

(a) A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. They are enforceable against the tenant only if:

- (1) their purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

- (3) they apply to all tenants in the premises in a fair manner;
- (4) they are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;
- (5) they are not for the purpose of evading the obligations of the landlord;
- (6) the tenant has notice of them at the time he enters into the rental agreement, or when they are adopted.

(b) Rules or regulations adopted after a tenant enters into a rental agreement are not valid as to such tenant if the rules or regulations substantially modify the tenant's bargain and after receiving notice upon adoption of his right to object, the tenant objects in writing to the landlord within thirty days after promulgation.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-530. Access.**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

- (1) pursuant to court order;
  - (2) as permitted by Sections **27-40-720** and 27-40-730;
  - (3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
  - (4) unless the tenant has abandoned or surrendered the premises.
- (e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

HISTORY: 1986 Act No. 336, Section 1; 1995 Act No. 112, Section 4.

**SECTION 27-40-540.** Tenant to use and occupy.

Unless otherwise agreed, a tenant shall occupy his dwelling unit only as a dwelling unit and shall not conduct or permit any illegal activities thereon.

HISTORY: 1986 Act No. 336, Section 1.

ARTICLE 7

Remedies

Subarticle I

Tenant Remedies

**SECTION 27-40-610.** Noncompliance by landlord in general.

(a) Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with Section **27-40-440** materially affecting health and safety or the physical condition of the property, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice if the breach is not remedied within fourteen days. The rental agreement shall terminate as provided in the notice except that:

- (1) The rental agreement shall not terminate by reason of the breach:
  - (i) if the breach is remedial by repairs or otherwise and the landlord adequately remedies the breach before the date specified in the notice; or
  - (ii) if such remedy for a breach not affecting health and safety cannot be remedied within

(2) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with the tenant's permission or who is allowed access to the premises by the tenant.

(b) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief in a magistrate's or circuit court, without posting bond, for any noncompliance by the landlord with the rental agreement or Section 27-40-440. If the landlord's noncompliance is wilful, the tenant may recover reasonable attorney's fees.

(c) If the rental agreement is terminated, the landlord shall return security recoverable by the tenant under Section 27-40-410. If the landlord's noncompliance is wilful, the tenant may recover reasonable attorney's fees.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-620. Failure to deliver possession.**

(a) If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in Section 27-40-430, rent abates until possession is delivered and the tenant may:

(1) terminate the rental agreement upon at least five days' written notice to the landlord and upon termination the landlord shall return all prepaid rent and security; or

(2) demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the actual damages sustained by him. Where the landlord is unable to deliver possession due to a previous tenant remaining in possession without the landlord's consent, after the expiration of the term of their rental agreement or its termination, the landlord is not liable for damages pursuant to this subsection, if the landlord made reasonable efforts to obtain possession of the premises.

(b) If a person's failure to deliver possession is wilful and not in good faith, an aggrieved person may recover from that person an amount not more than three months' periodic rent or twice the actual damages sustained, whichever is greater, and reasonable attorney's fees.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-630. Wrongful failure to provide essential services.**

(a) If the landlord is negligent or wilful in failing to provide essential services as required by the rental agreement or Section 27-40-440, the tenant may give written notice to the landlord specifying the breach and may:

(1) recover reasonable amounts of the required essential services during the period of the

(2) recover damages based upon the diminution in the fair-market rental value of the dwelling unit and reasonable attorney's fees.

(b) If the tenant proceeds under this section, he may not proceed under Section **27-40-610** as to that breach.

(c) Under no circumstances should this section be interpreted to authorize the tenant to make repairs on the rental property and deduct the cost of the repairs from rent. In the event that the tenant unlawfully acts without the landlord's consent and authorizes repairs, any mechanic's lien arising therefrom shall be unenforceable.

(d) Rights of the tenant under this section do not arise until he has given notice to the landlord and the landlord fails to act within a reasonable time or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with the tenant's permission or who is allowed access to the premises by the tenant.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-640.** Landlord's noncompliance as defense to action for possession or rent.

(a) In an action for possession based upon nonpayment of the rent or in an action for rent concerning a period when the tenant is in possession, the tenant may rely on the rental agreement or the provisions of this chapter to assert defenses and to counterclaim for any amount recoverable thereunder. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord may recover, in addition to actual damages, reasonable attorney's fees.

(b) Notwithstanding the provisions of subsection (a), a tenant is considered to have waived violation of a landlord's duty to maintain the premises as set forth by the rental agreement or violation of the landlord's duties under Section **27-40-440** as a defense in an action for possession based upon nonpayment of rent or in an action for rent concerning a period where:

(1) the landlord has no notice of the violation of the duties fourteen days before rent is due for violations of Section **27-40-440** involving services other than essential services; or

(2) the landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services.

(c) In an action for rent concerning a period when the tenant is not in possession, he may assert defenses and counterclaims as provided in subsection (a) but is not required to pay any rent as required by Section **27-40-790**.

**SECTION 27-40-650.** Fire or casualty damage.

a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the tenant may:

- 1) immediately vacate the premises and notify the landlord in writing within seven days hereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
- 2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

(b) Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security recoverable under Section **27-40-410** and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. A landlord may withhold the tenant's security deposit or prepaid rent if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant; however, if the landlord withholds a security deposit or prepaid rent, he must comply with the notice requirement in Section **27-40-410(a)**.

HISTORY: 1986 Act No. 336, Section 1; 1995 Act No. 112, Section 5.

**SECTION 27-40-660.** Tenant's remedies for landlord's unlawful ouster or exclusion.

If a landlord unlawfully removes or excludes the tenant from the premises, or wilfully diminishes services to tenant by interrupting or causing interruption of essential services, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to three months' periodic rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return security recoverable under Section **27-40-410**.

HISTORY: 1986 Act No. 336, Section 1.

Subarticle II

Landlord Remedies

**SECTION 27-40-710.** Noncompliance with rental agreement; failure to pay rent; removal of evicted tenant's personal property.

(A) Except as provided in this chapter, if there is a noncompliance by the tenant with the



**27-40-540**, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, if the breach is not remedied in fourteen days. The rental agreement terminates as provided in the notice except that:

- 1) if the breach is remediable by repairs or otherwise and the tenant adequately remedies the breach before the date specified in the notice, or
- 2) if the remedy cannot be completed within fourteen days, but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, the rental agreement may not terminate by reason of the breach.

B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section **27-40-540**, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

**IF YOU DO NOT PAY YOUR RENT ON TIME**

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."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

(C) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in magistrate's or circuit court without posting bond for any noncompliance by the tenant with the rental agreement or Section **27-40-510**. A real estate broker-in-charge licensed in this State or a licensed property manager, in the conduct of his licensed business may, either in person or through one or more regular employees, complete a form writ of eviction and present facts to judicial officers on behalf of his landlord/principal in support of an action for eviction and/or distress and/or abandonment for which no separate charge is made for this service. If the tenant's noncompliance is wilful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney. If the tenant's nonpayment of rent is not

separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-760.** Recovery of possession limited.

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of required essential services to the tenant by interrupting or causing the interruption of services, except in case of abandonment, surrender, termination, or as permitted in this chapter.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-770.** Periodic tenancy; holdover remedies.

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. If the holdover is not in good faith, the landlord may recover reasonable attorney's fees. If the tenant's holdover is a wilful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three months periodic rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 27-40-310(d) applies.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-780.** Landlord and tenant remedies for abuse of access.

(a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief in magistrates' or circuit court without posting bond to compel access, or terminate the rental agreement. In either case the landlord may recover actual damages and reasonable attorney's fees.

(b) If the landlord knowingly makes an unlawful entry or repeated lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief in magistrates' or circuit court without posting bond to prevent the recurrence of the conduct or terminate the rental agreement. In either case the tenant may recover actual damages

other appeals from magistrates' court, as soon as is feasible after the appeal is docketed.

(b) It is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by the magistrate in accordance with Section 27-40-780, as it becomes due periodically after the judgment was entered. Any magistrate, clerk, or circuit court judge shall order a stay of execution upon the undertaking.

(c) The undertaking by the tenant and the order staying execution may be substantially in the following form:

State of South Carolina County of \_\_\_\_\_ Landlord vs.  
\_\_\_\_\_ Tenant

Bond to Stay

Execution on Appeal

to Circuit Court

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the \_\_\_ day of \_\_\_\_\_, 19\_\_, by the magistrate. Tenant has appealed the judgment to the circuit court.

Pursuant to the findings of the magistrate, the tenant is obligated to pay rent in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_, due on the \_\_\_ day of each \_\_\_\_\_.

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the court and moves the circuit court to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the circuit court.

This the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the circuit court. If tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Judge

(d) If either party disputes the amount of the payment or the due date in the undertaking, the aggrieved party may move for modification of the terms of the undertaking before the circuit court. Upon the motion and upon notice to all interested parties, the court shall hold a hearing as soon as is feasible after the filing of the motion and determine what modifications, if any, are appropriate. No judgment for ejectment may be executed pending a hearing on the motion, provided the tenant complied with the terms of the undertaking.

(e) If the tenant fails to make a payment within five days of the due date according to the undertaking and order staying execution, the clerk, upon application of the landlord, shall issue a warrant of ejectment to be executed pursuant to Section 27-37-40 of the 1976 Code.

(f)(1) Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking.

(2) The tenant's failure to comply with the terms of the undertaking entitles the landlord to execution of the judgment for possession in accordance with the provisions of subsection (e) of this section.

HISTORY: 1986 Act No. 336, Section 1; 1999 Act No. 55, Section 34.

## ARTICLE 9

### Retaliatory Conduct Prohibited; Miscellaneous

**SECTION 27-40-910.** Retaliatory conduct prohibited.

(a) Except as provided in this section, a landlord shall not retaliate by increasing rent to an amount in excess of fair-market value or decreasing essential services or by bringing an action for possession after:

(1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or

(2) the tenant has complained to the landlord of a violation of this chapter.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in Section **27-40-660** as a defense in any retaliatory action against him for possession. If the defense by the tenant is without merit, the landlord is entitled to reasonable attorney's fees. If the defense is raised in bad faith, the landlord may recover up

Section 27-40-760.

(b) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:

(1) the violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of his family, or other person on the premises with his permission or who is allowed access to the premises by the tenant, or

(2) there is material noncompliance by the tenant under Section 27-40-710 or Section 27-40-720; or

(3) compliance with the applicable building or housing code requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit.

(d) The maintenance of an action under subsection (c) does not release the landlord from liability under subsection (b) of Section 27-40-610.

(e) Notwithstanding the provisions of subsection (a) a landlord who rents more than four adjoining dwelling units on the premises may increase rent without there being a presumption of retaliation, provided that the increase applies uniformly to all tenants, or so long as the rent does not exceed the fair-market value.

(f) In an action for possession where the tenant intends to raise a defense under this section, the tenant must notify the landlord in writing within ten days after service of the Rule to Vacate or Show Cause of his intent to do so. After the tenant has filed an Answer to the Rule, the court shall hear the matter as promptly as is feasible.

(g) If the landlord retaliates against the tenant for engaging in conduct protected under subsection (a) by refusing to renew the lease, and if the tenant is not in default as to payment of rent, the landlord may not recover possession of the dwelling unit for seventy-five days and may not increase rent to an amount in excess of fair-market value or decrease essential services pending the recovery of the dwelling unit, provided that the tenant proves the landlord's violation of this chapter, the landlord had notice of such violation, and the landlord had notice of the tenant's complaint prior to expiration of the lease.

(h) Any landlord who acts in retaliation against the tenant for engaging in protected conduct is liable for damages up to three month's rent or treble the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. Nothing in this section may be construed to prohibit an action for damages after a landlord has recovered possession of the dwelling unit in subsection (c), provided the ejectment was primarily in retaliation against the tenant's protected conduct.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-920**. Conflict with Title 27.

Code are not applicable to the leasing or renting or to leases or rental agreements concerning any real property insofar as they are inconsistent with the provisions of this chapter, including the rights and remedies of landlords and tenants thereto.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-930. Severability.**

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable.

HISTORY: 1986 Act No. 336, Section 1.

**SECTION 27-40-940. Prior transactions.**

Transactions entered into before the effective date of this chapter, and not extended or renewed on or after that date, and the rights, duties, and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this chapter as though the repeal or amendment had not occurred.

HISTORY: 1986 Act No. 336, Section 1.



# Exhibit B

**Lease**



Property ID: [REDACTED]  
 Tenant ID: [REDACTED]  
 Commencement Date: December 19, 2020

**RENTS AND OTHER PAYMENTS DUE UNDER THE LEASE**

| <b>MONTHLY RENT AND FEES</b>                                                               |                                                 |                          |
|--------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|
| Rent:                                                                                      |                                                 | <u>\$1,695.00</u>        |
| Pet Rent:                                                                                  |                                                 | <u>\$ 0.00</u>           |
| Rent Tax:                                                                                  |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Total Rent (collectively, "Rent"):</b>                                                  |                                                 | <b><u>\$1,695.00</u></b> |
| <i>Other (Monthly Amounts (if applicable))</i>                                             |                                                 |                          |
| Late Fee:                                                                                  | <i>See Section 5(a)</i>                         | \$75.00 Flat Amount      |
| NSF Fee:                                                                                   | <i>See Section 5(b)</i>                         | Various                  |
| Notice Fee:                                                                                | <i>See Section 5(c)</i>                         | Various                  |
| Legal Fee:                                                                                 | <i>See Section 5(d)</i>                         | Various                  |
| Utilities:                                                                                 | <i>See Section 6</i>                            | Varies by usage          |
| Trip Fee (minimum):                                                                        | <i>See Section 9(c)</i>                         | \$75                     |
| <b>CHARGES, FEES and DEPOSITS DUE PRIOR TO MOVE IN</b>                                     |                                                 |                          |
| <i>At or Before Lease Signing</i>                                                          |                                                 |                          |
| Security Deposit:                                                                          |                                                 | <u>\$1,695.00</u>        |
| Refundable Key Deposit(s):                                                                 |                                                 | <u>\$0.00</u>            |
| Refundable Pet Deposit(s):                                                                 |                                                 | <u>\$0.00</u>            |
| Less amount paid at time of application:                                                   |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Deposit Balance:</b>                                                                    |                                                 | <b><u>\$1,695.00</u></b> |
| <b>PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS</b>                     |                                                 |                          |
| <i>No later than 24 Hours Prior to Move-In</i>                                             |                                                 |                          |
| Prorated Rent:                                                                             | <u>December 19, 2020 thru December 31, 2020</u> | <u>\$710.81</u>          |
| First Full Month's Rent:                                                                   | <u>January, 2021</u>                            | <u>\$1,695.00</u>        |
| Non-Refundable Pet Fee:                                                                    |                                                 | <u>\$0.00</u>            |
| Non-Refundable Administrative Fee:                                                         |                                                 | <u>\$100.00</u>          |
| Non-Refundable Cleaning Fee:                                                               |                                                 | <u>\$0.00</u>            |
| Other:                                                                                     |                                                 | <u>\$0.00</u>            |
| <b>Total:</b>                                                                              |                                                 | <b><u>\$810.81</u></b>   |
| <b>PAYMENTS DUE PRIOR TO OCCUPANCY MUST BE PAID IN CERTIFIED FUNDS TO THE LOCAL OFFICE</b> |                                                 |                          |

**Payment Methods:**

- Electronic payment via tenant portal (<https://americanhomes4rent.securecafe.com/residentservices/apartmentsforrent/userlogin.aspx>).
- Cashier's check, money order, personal check, or bill pay check:
  - Via Regular Mail: P.O. Box 95698, Las Vegas, NV 89193
  - Via Overnight Mail: Attn: Accounts Receivable, 280 Pilot Road, Las Vegas, NV 89119
- CASH PAYMENTS ARE **NOT** ACCEPTED.

Property ID: [REDACTED]  
 Tenant ID: [REDACTED]  
 Commencement Date: December 19, 2020



Term from December 19, 2020 ("Commencement Date") to December 18, 2021 ("Expiration Date").

AH4R Management - SC, LLC ("Agent"), as agent for AMH 2015-2 Borrower, LLC ("Owner" and together with Agent, collectively "Landlord").

Property Management Office Address: 7021 Albert Pick Rd, Ste C Greensboro, NC 27409 ("Address for Notice").

Property Address: 117 Eagleston Lane Simpsonville, SC 29680 (the "Property").

Name of Financial Institution where the Security Deposit will be located (only applicable for FL, GA, KY, NC, WA, or TN):

Referring Broker: (if YES, name of referring Broker: )

**Tenants/Co-Signers/Guarantors (individually, jointly and collectively "Tenant"):**

| Name             | Email      | Phone      | T/O/C/G |
|------------------|------------|------------|---------|
| Mildred Stoddard | [REDACTED] | [REDACTED] | T       |
| Justin Stoddard  | [REDACTED] |            | T       |
|                  |            |            |         |
|                  |            |            |         |
|                  |            |            |         |

**Other Occupants (collectively, "Occupant"):**

| Name       | Age | Relationship | Name | Age | Relationship |
|------------|-----|--------------|------|-----|--------------|
| [REDACTED] | 0   | Other        |      |     |              |
|            |     |              |      |     |              |
|            |     |              |      |     |              |
|            |     |              |      |     |              |

**Pet(s):**

| Type/Breed | Color | Weight | Name |
|------------|-------|--------|------|
|            |       |        |      |
|            |       |        |      |
|            |       |        |      |

**Vehicle Information:**

| Year | Make | Model  | License Plate |
|------|------|--------|---------------|
| 2009 | GMC  | Acadia |               |
|      |      |        |               |
|      |      |        |               |

Addenda, which if checked below are hereby incorporated by reference and made part of this Lease (check all that apply):

|   |                                  |   |                                                |
|---|----------------------------------|---|------------------------------------------------|
| X | Security Deposit Addendum - SC   | X | AH4R Privacy Policy                            |
| X | State-Specific Disclosures- SC   |   | Homeowners Association (HOA) Documents         |
| X | Utilities Provider Addendum      |   | Articles                                       |
| X | Bed Bugs Notice                  |   | Bylaws                                         |
| X | OFAC Compliance Addendum         |   | Covenants, Conditions and Restrictions (CC&Rs) |
|   | Key Addendum                     |   | HOA Rules and Regulations                      |
|   | Rent Tax Addendum                |   | Other HOA Documents:                           |
| X | Landlord's Rules and Regulations |   | Other Addenda:                                 |

Landlord and Tenant (collectively the "Parties") agree that Tenant will lease the Property from Landlord on the terms and conditions contained in this lease, which will include each of the Addenda checked above and found at [www.americanhomes4rent.com/addenda](http://www.americanhomes4rent.com/addenda), Landlord's Rules and Regulations found at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations), and any additional terms and conditions posted on AH4R's website (collectively, this "Lease"). By signing this Lease, Tenant acknowledges and agrees that Tenant has read, understood, and accepted all of the terms and conditions of this Lease and that any Addenda, Rules and Regulations, and/or terms and conditions so posted on AH4R's website are subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant.

**1 USE:** Tenant may use the Property as a private residence only. The only person(s) Tenant may permit to reside on the Property during the Term of this Lease are those listed as Tenants or Occupants on page 1.

**2 TERM:** The term of this Lease will begin on the Commencement Date and end on the Expiration Date (the "Term"), unless otherwise renewed or terminated under the terms of this Lease, by agreement of the Parties, by applicable law, or otherwise as provided in this Section 2.

**a. MOVE-IN AND MOVE-OUT:** Landlord makes no express or implied warranties as to the Property's condition, except as noted in the Move-In Checklist provided to Tenant upon move-in, and Tenant agrees at the termination of this Lease to deliver possession of the Property back to Landlord in a clean and satisfactory condition as demonstrated by the Move-Out Request Form, normal wear and tear excepted. In addition, Tenant will deliver to Landlord a receipt for professional carpet cleaning for all carpeted areas, and failure to do so will result in a deduction from the Security Deposit.

**b. LANDLORD'S INABILITY TO DELIVER POSSESSION:** Tenant acknowledges that if the Property is occupied by a prior tenant or occupant on the anticipated Commencement Date, Landlord will not be subject to any liability for its inability to deliver possession of the Property to Tenant and the validity of this Lease will not be impaired, but the Commencement Date and Expiration Date will be delayed by the number of days delivery is delayed. Notwithstanding the foregoing, if Landlord does not deliver possession of the Property to Tenant within 60 days of the original anticipated Commencement Date, this Lease will terminate and be of no further force or effect, and Landlord and Tenant will have no further obligations hereunder. In the event this Lease is so terminated pursuant to this Section 2(b), all prepaid monies will be returned to Tenant.

**c. TENANT'S REFUSAL TO OCCUPY:** If Tenant refuses to occupy the Property after execution of the Lease, Landlord will have the right to retain Tenant's Security Deposit and any and all other amounts collected prior to Tenant's occupancy of the Property, as Landlord's damages under this Lease. The Parties agree that Landlord's damages are incapable of precise calculation and result from Tenant's refusal to occupy the Property. Landlord's acceptance of Tenant's Security Deposit does not waive Landlord's right to exercise any other remedies available at law or under this Lease.

**d. AUTOMATIC RENEWAL OR TERMINATION:** This Lease will automatically renew on a month-to-month basis at the end of the Term unless Landlord or Tenant provides written notice of termination at least 30 days before the Expiration Date of the Term.

**i. Renewal:** Landlord may propose renewal options to Tenant prior to the expiration of this Lease or any renewal. Tenant will be required to execute a new lease, a lease addendum or other document evidencing the renewal lease terms. If Tenant does not timely provide written notice of its election of one of the proposed renewal options or provide written notice of its election to terminate, this Lease will automatically renew on a Month-to-Month basis and the rental rate will increase to a minimum of 110% of the prior month's Rent, and the Term will continue to renew on a Month-to-Month basis until Landlord or Tenant provides written notice of termination. The effective date of such termination will be the later of the date designated in such notice of termination and that date which is 30 days after such notice is received. Notwithstanding the foregoing, Rent may be increased at any time during the Month-to-Month tenancy upon 30 days' prior written notice, subject to state law.

**ii. No Oral Notice and Time is of the Essence:** Oral notification of a Lease renewal or termination is not sufficient under any circumstances. Time is of the essence for providing notice of renewal or termination, and strict compliance with the dates by which notice must be provided is required.

**iii. Holdover:** Holdover is defined as the following: (1) Tenant gives notice to vacate and continues to occupy the Property after such indicated date; or (2) Landlord gives notice of non-renewal or notice to vacate and Tenant continues to occupy the Property after such indicated date. Tenant will pay Holdover Rent (as defined in this Section 2(d)(iii)) for such holdover period and indemnify Landlord and Landlord's prospective new tenants of the Property for any damages, including, but not limited to, lost Rent, lodging expenses, costs of eviction, and attorneys' fees. Holdover Rent will be two times (2x) the monthly Rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

**3 RENT:** Tenant will pay Landlord the Rent set forth on page 1 above for the full Term of this Lease. Rent will be payable by Tenant without notice, demand, deduction, or offset, except as required by state law. Moreover, Tenant will pay Rent in advance on or before the 1<sup>st</sup> day of each month. In addition, Tenant will pay, as Additional Rent, all sums, fees and/or charges required to be paid by Tenant under this Lease (including, but not limited to, Rent Tax (if applicable), Late Fees and NSF Fees, Utilities, Maintenance Fees, Pet Fees, Administration Fees, Cleaning Fees, Processing Fees and/or Legal Costs), whether or not such sums are specifically designated as "Additional Rent."

**a. Certified Funds Policy:** If Tenant fails to timely pay any amounts due under this Lease or if Tenant's payment is not honored by the banking institution on which it was drawn, Landlord may require Tenant to pay such overdue amount and any subsequent Rent or other amounts due under this Lease in certified funds (e.g., cashier's check or money order). However, this Section 3(a) does not limit Landlord from seeking other remedies at law or under this Lease for Tenant's failure to make timely payments with good funds.

**b. Application of Funds:** Regardless of any notation made by Tenant on a check or payment remittance, and subject to applicable state law, Landlord may apply funds received from Tenant as follows: first to any non-Rent obligations of Tenant under this Lease, including, but not limited to, late charges, returned payment charges, repairs,

periodic utilities, pet charges, or any administrative charges to enforce the terms of this Lease; then to unpaid portions of the security deposit; then to past-due Rent; and then to Rent then due and payable.

c. **Acceptance of Partial Rent Payment:** Subject to state law, Tenant acknowledges and understands that Landlord's acceptance of partial Rent payment will not waive Tenant's breach of this Lease or limit Landlord's rights to evict Tenant through eviction proceedings, whether filed before or after Landlord's acceptance of any such partial payment. Notwithstanding the foregoing, Landlord is not required to accept any partial payment.

4 **DEPOSITS:** On or before the execution of this Lease, Tenant must make all required Deposits noted on page 1 above (i.e., Security Deposits, Pet Deposits, Key Deposits, etc.) to Landlord. No interest or income will be paid to Tenant on the Security Deposit, unless required by state law. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord. Any refund of the Security Deposit will be made payable to all Tenants named under this Lease. Landlord is not required to return or account for any Deposits until Tenant surrenders the Property and the Tenant provides the Landlord with a forwarding address, after which Landlord will return the Security Deposit as required under state law, less any unpaid amounts due to Landlord plus any charges for default of Rent or other payments due under this Lease, damages (beyond normal wear and tear)

caused by Tenant to the Property, cleaning the Property or other deductions permissible under this Lease and applicable state law. Landlord will provide a written statement accounting for any and all deductions to the Deposit amounts.

5 **UNTIMELY PAYMENTS, LATE FEES AND NSF FEES:**

a. **Late Fees:** If Landlord does not receive a Rent payment (i) in the full amount due and payable, (ii) at the designated place of payment and (iii) in the manner described on page 1 above by 11:59 PM of the 5th day of each calendar month, Tenant will be assessed a Late Fee, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant. For purposes of paying Rent and/or Late Fees, the mailbox is not deemed to be Landlord's "agent for receipt" (i.e., the postmark date will not be deemed the date Landlord receives the payment). The Parties agree that Late Fees are based on a reasonable estimate of uncertain damages to Landlord that are incapable of precise calculation and result from untimely payments of Rent. Landlord's acceptance of a Late Fee does not waive Landlord's right to exercise remedies under law or equity or under Section 16 of this Lease.

b. **NSF Fees:** Tenant must pay Landlord the NSF Fee for each payment that Tenant tenders to Landlord which is returned or dishonored by the institution on which it is drawn for any reason, plus any Late Fees, pursuant to this Section 5, until Landlord receives payment. Tenant must make any returned payment good by paying any amounts plus associated charges in certified funds. See NSF Chart at [www.americanhomes4rent.com/NSFFees](http://www.americanhomes4rent.com/NSFFees).

c. **Notice Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to each correspondence, letter, email, or notice generated for the enforcement of any term under this Lease (collectively "Notice Fee"), including, but not limited to, delinquency letters, pay or quit notices, HOA notices of violations, and municipal ordinance violation letters.

d. **Legal Costs and Fees:** Tenant will be responsible for all costs and fees incurred by Landlord relating to Lease enforcement

and/or eviction efforts ("Legal Fee"), including, but not limited to, collection costs, collection fees, attorneys' fees, court costs, cost of service, witness fees, and prejudgment interest.

6 **UTILITIES:** Tenant is responsible for ensuring that the following utilities are available to the Property at all times during the Term: water, electricity, gas, wastewater and garbage. Before signing this Lease, it is Tenant's responsibility to determine that all such necessary utilities are available to the Property and are adequate for Tenant's use. Landlord may establish and maintain all or certain utility accounts servicing the Property (including, but not limited to, water, electricity, gas, wastewater and garbage), in Landlord's name or in its affiliate's or designee's name. The terms and conditions of utility service for the Property and maintenance of any such utility accounts will be governed by the terms set forth in the Utilities Provider Addendum, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant. Non-payment of utilities charges will be a Default under Section 16 of this Lease and may result in utility shut-offs.

7 **PETS:** Tenant must pay the non-refundable Pet Fee or the refundable pet deposit, and monthly pet rent (if applicable) if Tenant has listed any pets on page 2 above. Tenant is solely responsible for cleaning up after Tenant's pet(s) and for any damage caused by Tenant's pet(s).

8 **INSURANCE:** Landlord's insurance does not cover Tenant for loss of Tenant's personal property, furnishings, or belongings. As such, Landlord strongly recommends that Tenant obtain renter's insurance for casualties such as fire, flood, water damage, theft, and general liability claims. Tenant agrees to maintain insurance coverage for his/her/their vehicle(s) parked on Landlord's Property.

9. **REPAIRS AND MAINTENANCE:** Tenant will keep and maintain the Property in a clean, safe and sanitary condition. Tenant is responsible for day to day maintenance and repairs on or about the Property, including, but not limited to pest control and Yard Maintenance, both at Tenant's own expense. For purposes of this Section 9, the "Yard" includes all lawns, shrubbery, bushes, flowers, gardens, trees, rocks or other landscaping features and foliage on or encroaching on the Property or on any easement appurtenant to the Property (but does not include any common areas that are to be maintained by any applicable homeowners' association), and "Yard Maintenance" means performing activities such as, but not limited to: mowing, fertilizing, trimming, controlling pests in the Yard, removing debris from the Yard, watering the Yard, all in accordance with all applicable state and local ordinances, laws and homeowners' association rules (if applicable). Notwithstanding the foregoing, any pool, spa or hot tub located on the Property will be maintained by Landlord (see attached Landlord's Rules and Regulations, if applicable).

a. **Tenant Misconduct or Negligence:** Tenant will pay for any repairs to the Property required because of Tenant's actions, misuse, misconduct or negligence, all as more specifically discussed in Landlord's Rules and Regulations posted on AH4R's website.

b. **Emergencies:** Tenant will immediately notify Landlord if any emergencies and/or need for major repairs (i.e., plumbing, electrical, fire, mechanical or other equipment problems that pose a health or safety risk) by calling the maintenance hotline, (855) 254-2447 or via American Homes 4 Rent's Tenant portal.

c. **Repair Costs and Trip Charges:** Except as otherwise specified in this Lease, Landlord will pay to repair or remedy certain conditions on the Property only if Tenant complies with the procedures for requesting repairs as described in Landlord's Rules and Regulations posted on AH4R's website. If a repair person, scheduled and paid for by Landlord, is unable to access the Property after

making arrangements with Tenant to complete the repair, Tenant will pay for any fees or charges that the repair person may charge, and in addition, Landlord may charge an administrative maintenance trip fee, which is subject to change from time to time by Landlord in its sole discretion, upon reasonable notice to Tenant.

**10. SMOKE/CARBON MONOXIDE DETECTORS:** The Property is equipped with smoke/carbon monoxide detectors in accordance with applicable state laws. Removing, disconnecting or intentionally damaging smoke/carbon monoxide detectors or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages. In addition, tampering with or removing such alarms is a Default under Section 16 of this Lease.

**11. ALTERATIONS:** Tenant agrees not to make any alterations, modifications, or changes to the Property without Landlord's prior written consent. This includes, but is not limited to, changing of locks; adding additional locks and deadbolts to the doors and windows; or applying wallpaper, paints or stains to woodwork, walls or floors.

**12. LANDLORD'S RULES AND REGULATIONS:** Tenant agrees that Tenant and Tenant's guests and invitees have read, understood and agreed to abide by Landlord's Rules and Regulations which may be found at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations) and any rules or covenants imposed by any applicable homeowners' association, all of which may be subject to change from time to time.

**13. ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion. An assignment or sublease of this Lease without Landlord's written consent is immediately voidable by Landlord.

**14. LIABILITY:** Unless directly caused by Landlord's gross negligence or willful misconduct, Landlord is not responsible to Tenant, any occupants, or guests or invitees of Tenant for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, any occupants, guests or invitees of Tenant or any pets.

**15. NOTICES:** All notices under this Lease must be in writing and are effective only when hand-delivered, sent by mail, or sent by electronic transmission:

- a. To Tenant at the Property Address or email address provided on Page 2 above; and
- b. To Landlord at the Address for Notice or email address provided on Page 2 above.

Tenant is responsible for timely notifying Landlord of any changes in Tenant's email address(es).

**16. DEFAULTS:**

- a. **Landlord Default:** If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- b. **Tenant Default** If Tenant fails to comply with this Lease or fails to timely pay any amounts due under this Lease, Tenant will be deemed in immediate Default, and:
  - i. Landlord may terminate Tenant's right to occupy the Property by providing Tenant with or without written notice to vacate, pursuant to state law;

ii. All unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;

- iii. Subject to state law, Tenant will be liable for:
  - A. any lost Rent;
  - B. all costs incurred in connection with reletting the Property, including, but not limited to, leasing fees/commissions, advertising fees, utility charges, and any other expenses reasonably incurred to relet the Property;
  - C. repairs needed to the Property, beyond normal wear and tear;
  - D. all costs associated with the eviction of Tenant, including, but not limited to, attorneys' fees, court costs, cost of service, witness fees, and prejudgment interest;
  - E. all collection costs incurred, including, but not limited to, any administrative costs incurred in connection with Lease enforcement efforts; and
  - F. any other recovery to which Landlord may be entitled under this Lease, by law or equity.

iv. NOTE: UNPAID RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE ARE REPORTABLE TO CREDIT REPORTING AGENCIES.

**17. ADDITIONAL TENANT ACKNOWLEDGEMENTS AND REPRESENTATIONS:** Tenant's statements in this Lease and in any rental application are material representations. If Tenant makes a misrepresentation in this Lease or in any rental application, Tenant will be in Default of this Lease. Each party to this Lease represents that he or she is of legal age to enter into a contract.

a. **Suitability:** It is Tenant's responsibility to determine, before signing this Lease, whether: (i) all services (e.g., utilities, schools, and transportation) are available and accessible to and from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is fully satisfied with the Property's condition.

b. **Credit Reports and Responses to Requests:** Tenant hereby consents to and agrees that Landlord will have the right from time to time to obtain an updated credit report and/or background report on Tenant at any time during the Term, at Landlord's sole cost and expense. Furthermore, Landlord is not obligated to respond to any requests for Tenant's rental payment history from a mortgage company or lender while Tenant is in breach or Default of any terms of this Lease, and Landlord is not obligated to respond to any requests for Tenant's rental payment history from another prospective landlord (i) until Tenant has given notice of Tenant's termination of this Lease and (ii) so long as Tenant is not in breach or Default of any terms of this Lease. In addition, Landlord may charge a reasonable fee for processing any such request ("Processing Fee"). Tenant/Occupant(s) hereby authorizes Landlord to release any information regarding Tenant/Occupant(s) as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, courts, or others for marketing or similar purposes in accordance with the Landlord's Privacy Policy which is posted on AH4R's website.

c. **Binding:** This Lease is binding upon final acceptance and execution by the Parties. READ ALL OF THE TERMS OF THIS LEASE CAREFULLY. If Tenant does not understand the effect of this Lease, Tenant should consult with an attorney before signing.

**18. MISCELLANEOUS:** There are no oral agreements between Landlord and Tenant. This Lease (which will include each of the Addenda listed on page 2 above and posted on AH4R's website, Landlord's Rules and Regulations posted on AH4R's website, and any additional terms and conditions posted on AH4R's website) contains the entire agreement between Landlord and Tenant regarding the Property and may not be changed except by written agreement. This Lease is binding upon and inures to the benefit of the Parties to this

Lease and their respective heirs, executors, administrators, successors, and permitted assigns. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any Term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease. Landlord's past delay, waiver or non-enforcement of a Rent due date or any other right under this Lease will not be deemed to be a waiver of any other breach by Tenant or any other right of Landlord under this Lease. Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions of this Lease will remain in full force and effect. The laws of the state in which the Property is located will govern the interpretation, validity, performance, and enforcement of this Lease.

*[Signature Page to Follow]*

**LANDLORD (by Agent under Property Management Agreement):**

*Kayla Hill*

\_\_\_\_\_  
Name: Kayla Hill  
Title:

Date: 12/17/2020

**TENANT(S):**

*Mildred Stoddard*

\_\_\_\_\_  
Mildred Stoddard:  
Date: 12/17/2020

*Justin Stoddard*

\_\_\_\_\_  
Justin Stoddard:

Date: 12/17/2020

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Date:

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Date:

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Date:

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:

Date:

**GUARANTOR:**

\_\_\_\_\_  
:

Date:

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**STATE-SPECIFIC DISCLOSURES**

**(SOUTH CAROLINA)**

The following South Carolina-specific terms and conditions are incorporated and made part of the Lease:

I. The following definition shall be added to the end of paragraph 5 of Landlord's Rules and Regulations: "Abandonment" will be deemed to have occurred when all of the following occur: (a) all occupants have vacated the Property, in Landlord's reasonable judgment, (b) Tenant is in breach of this Lease by not timely paying Rent and (c) Landlord has delivered written notice to Tenant (by affixing it to the inside of the main entry door or, if Landlord is prevented from entering the Property, by affixing it to the outside of the main entry door) that states that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than fifteen (15) days from the date the notice is so affixed.

II. Notwithstanding paragraph 7 of Landlord's Rules and Regulations, Landlord will give Tenant at least 24 hours' prior notice of Landlord's intent to enter upon the Property, except as provided under paragraph 7(b) of Landlord's Rules and Regulations.

III. **NOTICE: IF YOU (TENANT) DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR PAY OR QUIT NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DATE IT IS DUE UNDER THE LEASE, LANDLORD CAN START THE EVICTION PROCESS. YOU WILL NOT GET ANY OTHER NOTICE TO PAY OR QUIT AS LONG AS YOU HAVE POSSESSION OF THE PROPERTY.**



**SECURITY DEPOSIT ADDENDUM**

**(SOUTH CAROLINA)**

The following terms and conditions are incorporated and made a part of the Lease:

1. **Security Deposit.** On or before the execution of the Lease, Tenant must pay the Security Deposit to Landlord, in the amount noted on page 1 of the Lease which will not to exceed one and onehalf month's Rent, by *(please check all that apply)*:

(X) cashier's check                      AND/OR                      (X) money order.

2. **No Interest to Tenant.** No interest or income will be paid to Tenant on the Security Deposit. Landlord may, in its sole discretion, place the Security Deposit in an interest-bearing or incomeproducing account; however, any interest or income earned thereon will be paid to Landlord or Landlord's agent.

3. **Refund: Tenant shall give Landlord at least 30 days written notice of surrender of the Property. If there is more than one Tenant named on the Lease, any refund of the Security Deposit will be made payable to all named Tenants.**

- a. Notwithstanding the foregoing, Tenant acknowledges and agrees that South Carolina law does not obligate Landlord to return or account for the Security Deposit until Tenant surrenders the Property and gives Landlord written notice of Tenant's forwarding address, after which Landlord has 30 days in which to return or account for the Security Deposit. If no forwarding address is so provided, Landlord will deliver to Tenant the Security Deposit (or portion thereof) and a written accounting listing the specific reasons for retaining any portion of the Security Deposit, which will be sent via first class mail to Tenant's last known address.
- b. "Surrender" occurs when all of the following occur: (a) on the date Tenant specifies as the Move-Out date in its written notice to Landlord, (b) when all occupants have vacated the Property and removed their personal furnishings and belongings, in Landlord's reasonable judgment, and (c) Tenant has returned their keys, garage door remotes, mailbox keys and other access devices to Landlord.

4. **Deductions.** Landlord may deduct the following reasonable fees and charges from the Security Deposit (collectively, the "Deductions"), and if the Deductions exceed the Security Deposit, Tenant shall pay Landlord any excess amounts within 10 days after Landlord makes written demand therefor:

- a. damage to the Property, excluding normal wear and tear, and all reasonable costs associated with repairing such damage to the Property;
- b. costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- c. unpaid or accelerated Rent;
- d. unpaid Late Fee or charges;
- e. unpaid Pet Fees or charges;
- f. unpaid utilities, utility expenses or administrative costs incurred by Landlord in connection with utilities to the Property;
- g. cost of replacing unreturned keys, garage doors openers, security devices, pool keys or other components relating to the Property or any amenities to the Property;
- h. cost of removing unauthorized locks or fixtures installed by Tenant;
- i. cost incurred by Landlord to access the Property if made inaccessible by Tenant;
- j. cost of replacing missing or burned-out light bulbs and fluorescent tubes (at same location and of the same type and quality in the Property on the Commencement Date);
- k. cost of packing, removing, and storing any abandoned personal property;
- l. cost of removing abandoned or illegally parked vehicles;
- m. costs of reletting, if Tenant is in default under Section 16 of the Lease;
- n. attorney's fees, costs of court, costs of service, and other reasonable legal or administrative costs incurred in connection with any legal proceeding against Tenant;
- o. mailing costs and other administrative costs associated with sending notices to Tenant in connection with enforcement efforts;
- p. any other unpaid charges or fees or other amounts for which Tenant is responsible under the Lease;
- q. cost of restoring walls, flooring, landscaping or any alteration made to the Property which were not pre-approved by Landlord in writing; and
- r. damage to the Property caused by smoking, including, but not limited to, stains, burns, odors, and removal of debris.

### BED BUGS NOTICE

This Bed Bugs Notice, which is required by law, is incorporated and made a part of the Lease.

- i. *Acknowledgement.* Tenant hereby acknowledges and agrees that Landlord has informed Tenant that the Property has **NO BED BUG INFESTATIONS** prior to the execution of the Lease and that Tenant has (or has had an opportunity to) inspect the Property to confirm that no bed bug infestation exists. To the extent that there have been any reported instances of bed bug infestations in the Property, Landlord has had the Property treated by a licensed pest control company, at the conclusion of which the Property was found to be free of bed bugs.
- ii. *Prior Residence.* Tenant hereby warrants and certifies to Landlord that: (A) Tenant is not moving from, and has not lived in, a property, residence, house and/or apartment that has experienced or been subject to a bed bug infestation within the eighteen-month-period immediately preceding the beginning of the Term; (B) Tenant has inspected Tenant's personal belongings, furniture, mattress, clothing and possessions and found them to be free of bed bugs; and (C) Tenant has not been subjected to conditions in which there was a bed bug infestation prior to taking possession of the Property.
- iii. *Responsibilities and Delivery of Possession.* Tenant agrees that any infestation of bed bugs in the Property will constitute damage to and defacement of the Property. In consideration of the disclosures provided herein, if the Property becomes, or is discovered to be, infested with bed bugs at any time during the Term, any renewal term hereof, or between Tenant's Move-out and Landlord's possession of the Property, such infestation will be conclusively presumed to be caused by Tenant, and in such an event, Tenant agrees that Tenant will be responsible for any costs and/or damages incurred by Landlord as a result of such bed bug infestation, including, but not limited to, the cost of treatment for the Property as recommended by a qualified and licensed pest control company engaged by Landlord in its sole discretion. Furthermore, Landlord may declare Tenant in default of the Lease and pursue any and all remedies available to Landlord for default at law or under the Lease.
- iv. *Indemnification.* Under no circumstances will Landlord and or agents of Landlord be held responsible for any of Tenant's losses, damages or expenses, including, but not limited to, special, consequential or punitive damages arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its affiliates, agents and employees from any actions, claims, losses damages and/or expenses (including, but not limited to, attorney's fees) that Landlord may incur as a result of a bed bug infestation, inspection or treatment. This indemnification will not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

### OFAC COMPLIANCE ADDENDUM

The following terms and conditions are incorporated and made a part of the Lease:

1. Tenant represents and warrants that (i) Tenant is not: (1) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), or (2) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

2. Tenant agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

3. Tenant agrees that Tenant's inclusion on the List at any time during the Term will be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant will not permit the Property or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Property by any such person or entity will be a material default of the Lease.

**NSF FEE SCHEDULE**

| <u>STATE</u>   | <u>NSF CHARGE</u>                  |
|----------------|------------------------------------|
| Arizona        | \$25                               |
| California     | \$25 initial; \$35 each subsequent |
| Colorado       | \$20                               |
| Florida        | \$40                               |
| Georgia        | \$30                               |
| Idaho          | \$20                               |
| Illinois       | \$25                               |
| Indiana        | \$20                               |
| Kentucky       | \$50                               |
| Mississippi    | \$40                               |
| Nevada         | \$25                               |
| New Mexico     | \$30                               |
| North Carolina | \$25                               |
| Ohio           | \$30                               |
| Oklahoma       | \$30                               |
| Oregon         | \$35                               |
| South Carolina | \$30                               |
| Tennessee      | \$30                               |
| Texas          | \$30                               |
| Utah           | \$20                               |
| Virginia       | \$50                               |
| Washington     | \$40                               |
| Wisconsin      | \$30                               |



## PRIVACY POLICY

### **Our Commitment to Privacy**

We respect the privacy of your information. We provide this explanation about our general and online information practices as a show of our commitment to protect your privacy.

We do not sell, rent, or share personally-identifiable information collected during your use of our Website, except as described herein in this Privacy Policy.

### **The Information We Collect**

The customer information we collect is categorized as follows in accordance with the California Online Privacy Act:

**Application Information** - information that you provide to us through our Website and through other means. Examples include your name, age, physical address, zip code, phone numbers, email address, social security number, driver's license number, government ID, etc.

**Transaction and Experience Information** - information about your transactions with us, as well as information about our communications with you. Examples include your account history, geolocation data, your requests for information and our responses.

**Information from Outside Sources** - information from outside sources regarding your credit, background and other relationships. Examples include your employment history, and public record information.

We need this information to provide the goods and services that you request and to let you know of additional goods and services about which you might be interested. We also use this information to customize your experience using our Website.

We may also share the information we collect about you with third parties from one or more of the following categories:

- Retailers
- Vendors contracted by us to service your account
- Credit Card Companies
- Credit Reporting Companies
- Rental Databases
- Banks
- Homeowners Associations
- Government Agencies



We may ask you for personally-identifiable information at other times, such as if you enter into a promotion, make a payment, post a classified ad, communicate with us, apply for or enter into a lease with us, or complete a survey. If you opt-in to receive information regarding a promotion, you give us your permission to share your name and e-mail address with the third party offering the promotion.

In addition, we automatically gather general statistical information about our Website and visitors, such as IP addresses, browsers, pages viewed, number of visitors, goods and services purchased, geolocation data, etc., but in doing so we do not reference you by individual name, e-mail address, home address, or telephone number. We use this data in the aggregate to determine how much our customers use parts of our site so we can improve our site. We may provide this statistical information to third parties, but when we do so we do not provide personally-identifiable information without your permission.

As part of our service, we use cookies to store and sometimes track information about you. Some features of our site may be available only through the use of a cookie. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Generally, we use cookies to remind us who you are and enable us to access your account information so you do not have to re-enter it; gather statistical information about usage by registered or unregistered users, research visiting patterns, and help target advertisements based on user interests; assist our retail partners track visits and process orders; and track progress and participation in promotions. In some instances, our retail partners and advertisers appearing at our site may use their own cookies. Preference and options configurations in your browser determine if and how a cookie will be accepted. You can change those configurations on your computer if you desire. By changing your preferences, you can accept all cookies, you can be notified when a cookie is set, or you can reject all cookies. If you do so and cookies are disabled, you may be required to re-enter your information more often and certain features of our site may be unavailable.

### **The Way We Use Information**

We use your personally-identifiable information to improve our marketing and promotional efforts, to statistically analyze site usage, to improve our content and product offerings and to customize our site's content, layout, and services. We may use your personally-identifiable information to obtain further information about you, for example in performing background and credit checks, etc., should you ask to be qualified for house rental transactions.

We may use your information to deliver information to you that, in some cases, is targeted to your interests, such as targeted banners, new services and promotions. You can opt out of receiving this information by unchecking the box in your registration/preference file. We may ask you to provide us voluntarily with additional information regarding your personal or business interests, experience or requests, which we may use to customize our service for you.

We use your e-mail address, your mailing address, and phone number to contact you regarding administrative notices, new product offerings and communications relevant to your use of the site. We will not send you promotions or announcements unless you give us permission to do so. You can opt out of receiving such contact by contacting American Homes 4 Rent via email or regular mail.

If you place a request for products or services, we use information to ship your order; if the products or services are from a retail partner, we may provide your relevant information to that retailer for



purposes of the transaction. If you establish a credit account with us or our providers, we collect additional information, including billing information, credit card number and expiration date, and tracking information from checks or money orders.

We may also use or disclose information to resolve disputes, investigate problems, or enforce our Terms of Service. At times, we may review status or activity of multiple users to do so. We may disclose or access information whenever we believe in good faith that the law or regulation or a homeowner's association so requires or if we otherwise consider it necessary to do so to maintain service and improve our products and services.

We use your IP address to help diagnose problems with our server, to manage our Website and to enhance our site based on the usage pattern data we receive.

#### **Do Not Track Signals**

Our website does not currently act on DNT (Do Not Track) signals received, and does not respond to such signals.

#### **Third Party Access to Data**

In general, other parties (e.g., advertisers) are not allowed by our website to collect personally-identifiable information about a consumer's online activities when that consumer visits our website or online service. However, this policy does not apply to certain services on our website that are actually provided by third parties, generally identified on our website as "**Powered by [name of Third Party]**" or similar language; in those situations the relevant third party will have access to data collected as part of the services rendered, and you are asked to review the terms and conditions of use and the privacy policy of the relevant third party before using the services. It is expected that such third party service providers may share the information they collected with us, including personally-identifiable information.

#### **Security**

We employ commercially reasonable and current security methods to prevent unauthorized access, maintain data accuracy, and ensure correct use of information.

Your account information and profile are password-protected. We recommend that you do not divulge your password to anyone. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Remember to sign out of your account and close your browser window when you have finished your session. This is to help ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place where others may have access to it. Whenever you voluntarily disclose personal information online--for example on message boards, through e-mail or in chat areas--that information can be collected and used by others. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk. [How You Can Update, Correct or Delete Your Information](#)

You can access the information that we collect online and maintain through normal updating methods. To update, correct or delete this information, you can contact us at: [info@ah4r.com](mailto:info@ah4r.com). Your



### UTILITIES PROVIDER ADDENDUM

If the Landlord elects to maintain utilities in Landlord's name, the following terms and conditions relating to water, sewer, trash, gas and electricity service to the Property (collectively the "Utility(ies)") are incorporated and made a part of the Lease:

1. Landlord will maintain the Utility accounts in Landlord's name. Should Tenant cause Landlord's name to be removed from the Utility accounts, then Tenant will be in violation of the Lease and a penalty (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant) will be assessed against Tenant to reimburse Landlord for the administrative costs of reverting the Utility accounts to Landlord's name.

2. Although the Utility accounts will be maintained in Landlord's name, Tenant remains solely responsible for all costs of Utility services for the Property. Tenant's failure to pay any Utility costs, in accordance with the Lease, will be a Default under the Lease and may trigger penalties, fees and/or eviction proceedings as more particularly set forth in Section 16 of the Lease.

3. Landlord will bill Tenant each month for the costs of Utility services for the Property based on the bills of the applicable Utility providers (the "Utility Charge").

4. In addition to the Utility Charge, Tenant will also be billed a monthly service fee (the "Utility Fee") in accordance with the Fee Schedule set forth below (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). The Utility Fee reflects Landlord's administrative costs associated with billing, overhead and other similar expenses and costs.

5. Tenant will also pay a one-time account set-up fee (the "Set-Up Fee") of \$30.00 (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). The Set-Up Fee reflects Landlord's administrative costs associated with billing, overhead and other similar expenses and costs in connection with establishing the new Utility accounts and will not be charged on any renewal lease terms.

6. Any Utility Charges due after Tenant's surrender of the Property and/or past due Utility Charges will be deducted from Tenant's Security Deposit in accordance with Section 4 of the Lease and the Security Deposit Addendum. The Utility Charges will be added to Tenant's final ledger statement and a copy of the Utility bill will be sent to Tenant. Tenant acknowledges that the 3<sup>rd</sup> party utilities provider that is currently engaged by Landlord to service the Property (Conservice) is not a public utility company and that said 3<sup>rd</sup> party utilities provider may estimate the Utility Charges due based on prior bill amounts and/or prior usage at the Property.

7. If the Property is located in a deregulated area for gas and/or electricity, Landlord will select the deregulated provider(s) (the "Preferred Provider") and such deregulated utility service account will remain in Landlord's name. In the event that Tenant desires to select an alternative provider in lieu of the Preferred Provider, Tenant must establish such alternative service and notify Landlord and Landlord's 3<sup>rd</sup> party utilities provider of such election to use an alternative service, and such notice will be delivered to Landlord within eight (8) calendar days after the Commencement Date (the "Opt-Out Date"). If Tenant fails to timely deliver such notice, Tenant



will be deemed to have agreed to utilize the Preferred Provider for the duration of the Term. If Tenant switches from the Preferred Provider to an alternative provider after the Opt-Out Period, Tenant will pay an early utility termination fee of \$100.00 (or the maximum amount allowed by law).

8. If either Tenant elects to use an alternative provider under paragraph 7 above or Landlord and Tenant agree that Tenant will be directly responsible for obtaining and maintaining the Utility accounts in Tenant's name, and Tenant subsequently fails to so obtain and/or maintain Utility service such that Landlord (or Landlord's 3<sup>rd</sup> party utilities provider) is subsequently billed for Utility Charges attributable to Tenant's occupancy/tenancy, then Tenant will pay said Utility Charges billed to Landlord or its 3<sup>rd</sup> party utilities provider such services by Landlord (or Landlord's 3<sup>rd</sup> party utilities provider) and Tenant will pay Landlord a service charge of \$60.00 for each such occurrence (which is subject to change from time to time by Landlord, in its sole discretion, upon reasonable notice to Tenant). Tenant and Landlord agree that said service charge is a reasonable estimate of damages incurred by Landlord as a result of Tenant's actions.

9. If Utility Charges assessed to the Property will be charged to Tenant, including, but not limited to, stormwater charges, Utility-related charges appearing on tax bills (i.e., for stormwater, flood control, water quality, standby charges, etc.) and all miscellaneous charges appearing on the Utility bills received from the local Utility providers and charged to Landlord or Landlord's 3<sup>rd</sup> party utilities provider in connection with the Property.

**UTILITY PROVIDER FEE SCHEDULE\***

**TX, OH, IN, KY**

|                           | Prior Conservice Lease | New Conservice Lease | Non-Conservice Lease |
|---------------------------|------------------------|----------------------|----------------------|
| <b>New Move-In</b>        | N/A                    | 9.99/month           | N/A                  |
| <b>Existing Tenancy</b>   | 6.50/month             | 9.99/month           | 4.99/month           |
| <b>Conversion Tenancy</b> | N/A                    | 9.99/month           | N/A                  |
| <b>Renewal Tenancy</b>    | 2.99/month             | 9.99/month           | 2.99/month           |

**All Other States**

|                           | Prior Conservice Lease | New Conservice Lease | Non-Conservice Lease |
|---------------------------|------------------------|----------------------|----------------------|
| <b>New Move-In</b>        | N/A                    | 9.99/month           | N/A                  |
| <b>Existing Tenancy</b>   | N/A                    | 9.99/month           | 4.99/month           |
| <b>Conversion Tenancy</b> | N/A                    | 9.99/month           | N/A                  |
| <b>Renewal Tenancy</b>    | N/A                    | 9.99/month           | 2.99/month           |

*\*The Fee Schedule, which is current as of March 2015, is subject to change at Landlord's sole discretion.*



### American Homes 4 Rent ("AH4R") Online Payment Policy

1. Online payments are a convenience to our tenants but the ability to pay online is not guaranteed. Some personal computers have settings that are incompatible with our system and AH4R reserves the right to remove access to on-line payments at its sole and absolute discretion.
2. If you are not able to complete a payment online for any reason, you are still responsible for getting that payment to us by the due date. Late fees will **NOT** be waived due to difficulties with the online system or your removal from on-line payment access for any reason.
3. Online payments post to your AH4R account that same day or the following business day. Please be mindful of when you make payments. AH4R does not control when payments are applied.
4. Funds **MUST** be available at the time AH4R's request is made to your bank or financial institution for payment. It can take one (1) to seven (7) days for the money to come out of your account. Please make sure sufficient funds remain in your bank account until the payment clears. If there are not sufficient funds, the bank will return the payment to us as NSF ("insufficient funds"). An NSF fee will be assessed to your account for any returned payment. See NSF fee for your state, Exhibit A.
5. When setting up a payment on the portal, please make sure you enter correct information, especially the bank account and routing numbers. If the numbers are entered incorrectly, NSF fees will apply.
6. If you overpay or pay multiple times resulting in an overage charge by your bank or financial institution, AH4R cannot reverse any payment(s). Your **only** recourse will be to have a credit applied to your account for the following month.
7. AH4R reserves the right to deny access to the on-line payment portal for any NSF payments. Subsequent access to the on-line payment portal will be reviewed by AH4R and its decision to allow access after any NSF payments is at AH4R's sole and absolute discretion.
8. Future payments after an NSF **MUST** be in certified funds. No personal checks or online payments will be accepted in lieu of an NSF payment.
9. If a tenant has two or more NSFs in a year, tenant's use of the online payment portal will be permanently disabled, and all future payments will be in certified funds.



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## LANDLORD'S RULES AND REGULATIONS

The following are Landlord's Rules and Regulations, which are incorporated and made a part of the Lease and all Tenants, Occupants, Guests and/or Invitees of the Property are subject to and will strictly comply with these Rules and Regulations. These Rules and Regulations are subject to change from time to time, at Landlord's sole discretion, and any such changes will be posted to AH4R's website at [www.americanhomes4rent.com/rulesandregulations](http://www.americanhomes4rent.com/rulesandregulations). **IT IS TENANT'S RESPONSIBILITY TO KEEP UP TO DATE ON ANY CHANGES TO LANDLORD'S RULES AND REGULATIONS, AND LANDLORD WILL HAVE NO OBLIGATION TO NOTIFY TENANT WHEN/IF CHANGES ARE MADE.** Please consult the local Property Management Office with any questions regarding any of these Rules and Regulations.

1. **Delay of Occupancy.** Tenant must occupy the Property within 5 days of the Commencement Date. If Tenant is unable to occupy the Property on or before the 5th day following the Commencement Date because of Landlord's construction work upon the Property or a prior occupant's hold over tenancy, such delay shall be governed by the terms set forth in Section 2(b) of the Lease.

2. **Time is of the Essence.** Time is of the essence for the payment of Rent, Additional Rent and any other fees or charges due under the Lease, and strict compliance with rental due dates is required.

3. **Pet Policy.** *Only those pets listed on page 2 of the Lease are approved by Landlord and (as such) to be permitted to be kept at the Property.* The following applies to Tenants who have such Landlord approved pets at the Property:

- a. Tenant certifies to Landlord that Tenants' pet(s) is/are in good health.
- b. Tenant will keep pets on a leash when not in the house or in a fenced backyard and will clean up all pet waste on the Property and any common areas.
- c. If the Property is subject to a Homeowners' Association ("HOA"), Tenant will abide by all HOA rules and regulations and Covenants, Conditions and Restrictions ("CC&R's") with respect to pet ownership. Moreover, Tenant will abide by all city and local ordinances regarding pet ownership (e.g., leashing, curbing, registration, licensing, vaccinations, etc.).
- d. If applicable, Tenant will pay monthly Pet Rent, in the amount set forth on page 1 of the Lease, for so long as the pet(s) remain(s) or stay(s) at the Property. The Pet Rent is subject to change from time to time at Landlord's sole discretion, upon reasonable notice to Tenant.
- e. Tenant may not permit any animal to come onto or into the Property (including, but not limited to, any dog, cat or other mammal, any reptile, bird, fish, rodent, or insect), even if only temporarily without Landlord's prior written consent. If Tenant violates this prohibition of animals on or in the Property, Landlord may take all or any of the following actions:
  - i. Declare Tenant in Default and exercise Landlord's remedies under Section 16 of the Lease;



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- ii. Charge Tenant, as Additional Rent, a \$500.00 Pet Rent charge and \$20.00 per day per animal thereafter for each day Tenant is in violation of this rule 2(e); and
- iii. Charge Tenant for any costs incurred by Landlord in connection with:
  - A. exterminator services for the Property for fleas and other pests;
  - B. cleaning and deodorizing the Property's carpets and drapes; and
  - C. repairing any damage to the Property caused by the unauthorized animal.

4. **Contact Information.** Tenant must promptly notify Landlord of any changes in Tenant's phone number(s) (i.e., home, work and mobile numbers) and email address(es) from those provided in the Lease and such notice will be delivered to Landlord no later than 5 days after any such change.

5. **Abandonment.** Tenant may not abandon the Property. If Tenant abandons the Property, Tenant will remain liable for all Rent, Additional Rent, fees and costs for the full Term of the Lease.

6. **Abandoned Personal Property.** If Tenant leaves any furnishings, personal belongings or personal property (collectively the "Personal Property") in the Property after surrendering or abandoning the Property, Landlord may, in its sole discretion:

- a. Dispose of such Personal Property in the trash or waste facility;
- b. Donate such Personal Property to a charitable organization; or
- c. store and sell such Personal Property.

Tenant will reimburse Landlord for all reasonable costs incurred in connection with packing, removing, transporting, storing, disposing and/or selling the Personal Property after abandonment by Tenant.

7. **Access by Landlord:**

- a. **Signs and Advertising.** Landlord may prominently display a "For Sale", "For Lease", "For Rent" or similarly worded sign on the Property at any time during the Term or any renewal term. In addition, Landlord and/or Landlord's agents will have the right to take exterior photographs or images of the Property from time to time and at any time and use such photographs or images in advertisements or marketing materials for the Landlord or the Property.
- b. **Access.** Before accessing the Property, Landlord and/or Landlord's agents will attempt to first contact Tenant to give advanced notice, but Landlord and/or Landlord's agents may enter the Property at reasonable times without advanced notice to make repairs or show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord and/or Landlord's agents may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to:
  - i. survey the Property's condition and take photographs to document the condition of the Property for evictions, reported nuisances and/or disturbances at the Property;
  - ii. assess or make emergency repairs;
  - iii. exercise a contractual or statutory lien; or
  - iv. deliver written notices.



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- c. **Notice.** Landlord may enter the Property upon advanced notice (in accordance with state law), for routine and ordinary inspections, repairs, maintenance and improvement work, subject to paragraphs 7(a) and (b) above.
- d. **Trip Fee.** If Landlord and/or Landlord's agents are denied access or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a "trip fee" (in the amount set forth on page 1 of the Lease) , which is subject to change from time to time at Landlord's sole discretion.

8. **HOA.** If the Property is subject to an HOA, Tenant acknowledges that Tenant has received a copy of, read, understood and agrees to abide by all HOA rules and regulations and/or CC&R's (collectively, the "HOA Rules"). Tenant will reimburse Landlord for any fines or other charges assessed against the Property or Landlord by the HOA for Tenant's failure to comply with the HOA Rules. Landlord may charge back onto Tenant's ledger any fines or other charges assessed against the Property or Landlord by the HOA, as well as any administrative fees (which are subject to change from time to time at Landlord's sole discretion) incurred by Landlord in connection with Tenant's non-compliance with the HOA Rules.

9. **Parking.** Tenant is permitted to park vehicles at the Property subject to the HOA Rules and state/local laws. Tenant may not park or permit any person to park any vehicles on the grass area (or any landscaped area) in the front or back yard. Vehicles are only permitted to be parked in driveways, garages, designated common parking areas, or in the street against the curb adjacent to the Property, subject to the HOA Rules and state/local laws. Tenant may not store or permit any person to store any vehicle on or adjacent to the Property or in the street against the curb adjacent to the Property. In accordance with applicable state/local laws, Landlord may tow, at Tenant's expense, and assess Tenant an administrative fee (which are subject to change from time to time at Landlord's sole discretion) for the following:

- a. any inoperative vehicle on or adjacent to the Property;
- b. any vehicle parked in violation of this paragraph 8; or
- c. any vehicle parked in violation of any HOA Rules or state/local laws.

10. **Security Devices and Door Locks.** All requests by Tenant to rekey or change, install, repair, or replace security devices and/or door locks must be in writing. Installation of additional security devices or rekeying or replacement of security devices and/or door locks so requested by Tenant will be at Tenant's sole cost and expense and may be installed only by contractors engaged and authorized by Landlord.

11. **Marijuana.** Tenants, Occupants, Guests and/or Invitees of the Property are not permitted to grow or cultivate any marijuana plants on the Property under any circumstances. Furthermore, Tenants, Occupants, Guests and/or Invitees of the Property are not allowed to use, possess, or distribute marijuana for medical or recreational use on the Property, per any applicable Federal Laws and/or the Controlled Substance Act. Landlord's Marijuana policy is governed by Federal Law exclusively and will supersede any provision in the Lease that states that the Lease is governed by controlling state law.

12. **Pool/Spa/Hot Tub:**

- a. If applicable, Tenant will use the swimming pool, spa and/or hot tub at Tenant's own risk.

- Landlord will not be responsible for any injuries sustained by Tenants, Occupants, Guests and/or Invitees of the Property in connection with the swimming pool, spa and/or hot tub.
- b. Landlord is responsible for the general maintenance of the swimming pool, spa and /or hot tub. This includes, but is not limited to, keeping the swimming pool, spa and hot tub clean of debris and ensuring the proper levels of chemicals to maintain the quality of the pool, spa and/or hot tub water.
  - c. Tenant is responsible for keeping the pool/spa/hot tub areas clean, neat and organized.
  - d. Tenant must immediately notify Landlord of any repair that the pool, spa and/or hot tub may require. This includes immediate notification due to pool guards, gate latches or fence repairs, where applicable.
  - e. Tenant is responsible for the full cost of repair and/or replacement of the swimming pool, spa and/or hot tub if such repair and/or replacement is a result of negligence or misconduct by Tenants, Occupants, Guests and/or Invitees of the Property.
  - f. Tenant must always operate the swimming pool, spa and/or hot tub in accordance with the manufacturer's instructions.
  - g. Safety features have been installed at the Property to ensure the Property's compliance with state/city/local pool safety laws. Tenant is responsible for maintaining such safety features and must notify Landlord immediately if such safety features are faulty, broken or missing due to the negligence or misconduct of Tenants, Occupants, Guests and/or Invitees of the Property.
  - h. No pets of any kind are permitted in the swimming pool, spa and/or hot tub at any time.
  - i. Tenant understands that the swimming pool and/or hot tub are strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of the swimming pool, spa and/or hot tub will not be deemed a violation by Landlord of any obligation under the Lease.
  - j. Tenant also acknowledges and agrees that Landlord does not guarantee that the swimming pool will be heated and/or heatable. A "heated and/or heatable" swimming pool is strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of a "heated and/or heatable" swimming pool will not be deemed a violation by Landlord of any obligation or covenant under the Lease.

**13. Water Intrusion Events and Mold.** Both Landlord and Tenant have various duties and responsibilities when dealing with water intrusion events and/or mold at the Property. In all and any cases of water intrusion events and/or mold at the Property, Tenant must notify Landlord in writing immediately.

- a. Mold is made up of naturally occurring microscopic organisms which reproduce spores. Mold breaks down and feeds on organic matter that naturally occurs in the environment. The mold spores scatter through the air and the combination moisture and organic matter allows for mold growth. Certain types of mold can lead to serious health risks and/or allergic reactions. Not all mold is easy to see, however when it is, it is often seen in the form of discoloration, that ranges from white to orange or from green to brown or black.

There is also a musty odor present. Minimizing the amount of moisture along with proper housekeeping helps reduce the chance and amount of mold and mold growth. Appropriate precautions need to be taken to minimize the potential for mold growth by Tenant.

- b. If small areas of mold are already present or occur on non-porous surfaces, for example, ceramic tile, Formica, vinyl flooring, metal, wood or plastic. Tenant agrees to clean the surface with a soap and water mixture; letting the surface area dry and then, within twenty-four (24) hours apply a pre-mixed household spray such as Lysol Disinfectant or Pine-Sol Disinfectant. If the product contains bleach it can discolor or stain the surface.
- c. Do not apply household cleaners to visible mold on porous surfaces such as sheetrock walls or ceilings. Notify Landlord in writing and Landlord will take appropriate action.
- d. Tenant will report to Landlord in writing of any visible or suspected water intrusion event or mold, including, but not limited to:
  - i. visible or suspected mold,
  - ii. air conditioning problems or spillage,
  - iii. plant watering overflows,
  - iv. musty odors,
  - v. leaky faucets or plumbing issues,
  - vi. pet urine accidents, and
  - vii. discoloration of walls, baseboards, doors, window frames, or ceiling.
- e. If Tenant fails to strictly comply with this paragraph 12, Tenant may be held responsible for all damage to the Property and any health problems that may develop as a result thereof.
- f. Tenant hereby agrees that Landlord and/or Landlord's agents may conduct periodic inspections of the unit at any time with reasonable notice.
- g. Please refer to the United States Environmental Protection Agency's "A Basic Guide to Mold, Moisture and Your Home" which is available at [www.epa.gov/mold/pdfs/moldguide.pdf](http://www.epa.gov/mold/pdfs/moldguide.pdf).

**14. LANDLORD'S MAINTENANCE OBLIGATIONS:** Landlord will maintain, replace or repair any items on the Property for which state law dictates Landlord is responsible. In addition and subject to Section 9 of the Lease, Landlord will be responsible for the following: roofs, front and back doors, foundations, HVAC, electrical system, plumbing, hot water tank, structural components, exterior painting and siding, locks and keys, ceilings, pool, spa, and hot tubs.

- a. **Pest Control:** Landlord will provide pest control only in the following two (2) circumstances: (i) prior to Tenant's occupancy if Tenant so requests or (ii) to address infestations that compromise the structural integrity of the Property (*e.g.*, termites, carpenter ants, etc.).
- b. **Replacement of Fixtures:** Landlord reserves the right to replace the fixtures with similar items, in Landlord's sole and absolute discretion. Landlord does not have to replace the fixtures with the exact brand, style, grade, color or accessories, so long as the replacement fixture is fit for its particular use.
- c. **Emergencies:** Emergencies must be reported immediately to Landlord and include the following:
  - i. Electrical: arcing, fire, smoke, no power, overheated fixtures.

- ii. Fire: Tenant must first notify the fire department immediately, followed by an emergency call to the Landlord.
- iii. Heat: ONLY if health risks exist as documented by a physician.
- iv. Air Conditioning: ONLY if health risks exist as documented by a physician.
- v. Heavy Structural Damage: roof, foundation and walls.
- vi. Plumbing: Flooding or stoppage of all drains (Tenant is responsible for all plumbing stoppages except when caused by roots or breakdown of fixture not caused by Tenant).
- vii. Theft: Tenant must first notify police immediately, followed by a report to Landlord no later than the following business day.

#### 15. TENANT'S MAINTENANCE OBLIGATIONS:

##### General Responsibilities:

- a. keep the Property clean and sanitary;
- b. promptly dispose of all garbage in appropriate receptacles;
- c. supply and change heating and air conditioning filters at least once every 3 months;
- d. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage-door openers, ceiling fan remotes, and other devices (of the same type and quality in the Property on the Commencement Date);
- e. maintain appropriate levels of necessary chemicals or matter in any water softener;
- f. take action to promptly eliminate any dangerous condition on the Property;
- g. maintain all storm door(s) and screen door(s);
- h. maintain all internal and external ice makers and water dispensers;
- i. maintain and repair washers and dryers;
- j. replace and/or repair window screens;
- k. replace and maintain all shower rod(s);
- l. repair all clogged drains and toilets, except when caused by roots or breakdown of fixture not caused by Tenant;
- m. repairs to the Property due to break-in or vandalism, or due to the fault of Tenant or Tenant's guests or invitees;
- n. winterize the Property – *e.g.*, maintain minimum levels of heat to prevent freezing of water pipes and outdoor spigots, wrapping of outside water main in winter, removal of snow accumulations, removal of ice from front of Property, etc.;
- o. repair or replace sprinkler heads and above ground irrigation;
- p. repair or replace mailboxes and pay for the community or group mailbox key(s);
- q. replace any lost or misplaced keys;
- r. pay any periodic, preventative, or additional extermination services desired by Tenant, including, but not limited to, bed bugs, fleas, ticks, etc.;
- s. remove any standing water;
- t. know the locations and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- u. in general, all nominal and/or incidental repairs to the Property – *i.e.*, repairs that cost \$100 or less.



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- 16. PROHIBITIONS: Smoking is not allowed in the Property. Moreover, unless otherwise authorized under this Lease, Tenant may not install, or permit any of the following on the Property, even if only temporarily: spa, hot tub, above-ground pool, trampoline, or any item which may cause or causes a suspension or cancellation of property insurance coverage or increases property insurance premiums. In addition, Tenant may not permit any part of the Property to be used in connection with any activity that is a nuisance, offensive, noisy, or dangerous or involves:**
- a. Repairing any vehicle(s);
  - b. Business or commercial activity of any type including, but not limited to, child care, subject to local law;
  - c. Violates any zoning ordinance, homeowners' association rule or restrictive covenant;
  - d. Illegal or unlawful activity; and/or
  - e. Obstructs, interferes with, or infringes on the rights of other persons near the Property.



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### AMENITIES ADDENDUM

The following terms and conditions are incorporated and made part of this Lease as if fully stated within. The Tenant acknowledges that in the community where the Property is located or at the Property itself:

1. Certain amenities or services maybe available including but not limited to: individual and/or communal lawn care or landscaping, swimming pools, fitness rooms, community centers, party rooms, parks, dog parks, and/or playgrounds (collectively "Amenities").
2. Regardless of whether these Amenities are being provided directly by the Landlord or by a Third-Party, such as a Homeowner's Association ("HOA") or Management Company (collectively "Third-Parties"), that Landlord has made no representation or guarantee of their ongoing availability or fitness for use.
3. Landlord has no obligation to the Tenant to provide, continue to provide, or allow accesses to the Amenities. The Landlord or Third-Parties at their sole discretion may deny Tenant access to the Amenities at any time for any reason not otherwise prohibited by law.
4. Any failure by the Landlord or Third-Party to provide an Amenity to the Tenant, whether temporary or permanent and whether global or specific to the Tenant, shall not serve as a basis for the Tenant to withhold rent or fail to meet any of their other obligations under the Lease. Additionally, any failure by the Landlord or Third-Party to provide an Amenity to the Tenant is not a basis to change or invalidate any terms of the Lease.
5. The Landlord shall not be responsible for any injury, loss, or damage of any kind relating to the Tenant's use or receipt of the Amenities, and the Tenant hereby assumes all risk and liability related to their use of the Amenities.
6. As a condition for access to, or receipt of, the Amenities, Tenant agrees to fully comply with all rules and regulations related to the Amenities imposed by the Landlord or Third-Party.

**Document Information**

Document Reference Number: 11693514

Document Pages: 28

Signatures: 3  
Initials: 0

Status: Completed

| Signature Summary | Signature                                                           | Initials | Timestamp                  | Signing Status |
|-------------------|---------------------------------------------------------------------|----------|----------------------------|----------------|
| Mildred Stoddard  | <i>Mildred Stoddard</i><br>12/17/2020 09:01:52 AM PST<br>[Redacted] | MS       | 12/17/2020 09:05:02 AM PST | Completed      |
| Justin Stoddard   | <i>Justin Stoddard</i><br>12/17/2020 09:21:16 AM PST<br>[Redacted]  | JS       | 12/17/2020 09:22:38 AM PST | Completed      |
| Kayla Hill        | <i>Kayla Hill</i><br>12/17/2020 10:15:04 AM PST<br>[Redacted]       | KH       | 12/17/2020 10:15:39 AM PST | Completed      |

| Signature Details | Page | Signature/Initials      | Signing Status | Tracking Details                                                                                    |
|-------------------|------|-------------------------|----------------|-----------------------------------------------------------------------------------------------------|
| Mildred Stoddard  | 7    | <i>Mildred Stoddard</i> | Completed      | IP Address: 97.95.193.127<br>Timestamp: 12/17/2020 09:05:10 AM PST<br>User Agent: Chrome on Windows |
| Justin Stoddard   | 7    | <i>Justin Stoddard</i>  | Completed      | IP Address: 97.95.193.127<br>Timestamp: 12/17/2020 09:22:49 AM PST<br>User Agent: Chrome on Windows |
| Kayla Hill        | 7    | <i>Kayla Hill</i>       | Completed      | IP Address: 65.188.191.63<br>Timestamp: 12/17/2020 10:15:32 AM PST<br>User Agent: Chrome on Windows |



**LEASE AMENDMENT  
(COVID-19)**

This Lease Amendment ("Amendment") is entered into as of **March 25, 2021** ("Effective Date") by and between **AH4R Management - SC, LLC** and its affiliates and subsidiaries (collectively, "Landlord") and **Mildred Stoddard, Justin Stoddard** (individually and collectively, "Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement ("Lease") dated **December 19, 2020** the premises located at **117 Eagleston Lane Simpsonville, SC 29680** ("Property"). Except as otherwise provided in this Amendment, all initially capitalized terms used herein shall have the same meanings as set forth in the Lease.

WHEREAS, Tenant has a balance due and owing to Landlord ("Balance").

WHEREAS, Tenant desires to pay off the Balance by making payments over time.

WHEREAS, this Amendment shall be made part of the Lease and all terms and conditions of the Lease not in contradiction to this Amendment will remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant's Lease is extended by 9 months and shall end on **September 30, 2022** ("New Lease End Date").
2. Tenant shall pay the Balance in 18 equal monthly installments of **\$242.68** ("Additional Payment") in addition to the original Rent amount of **\$1,695.00** ("Original Rent") for a new monthly Rent amount of **\$1,937.68** (collectively, "New Rent Amount").
3. The New Rent Amount shall be due beginning **April, 2021** through **September, 2022**.
4. The New Rent Amount shall be due from and payable by Tenant without notice or demand on or before the 1<sup>st</sup> day of each month.
5. Tenant understands and acknowledges that no Rent is being waived or forgiven, and all Rent continues to accrue and remains due and owing.
6. Tenant acknowledges and understands that the Balance is being deferred and that such deferment is conditioned on Tenant's compliance with the terms stated herein. Tenant further understands and agrees that if Tenant breaches this Amendment, this Amendment shall be revoked, and Landlord reserves the right to declare the entire unpaid deferred Balance immediately due and owing.
7. The acceptance by Landlord of Rent, delay, waiver, or non-enforcement of a term of this Amendment shall not be deemed a waiver unless specifically stated in writing by Landlord.

**LANDLORD:**

Signed on behalf of Landlord under written property management agreement:

By: AH4R Management - SC, LLC

*Kayla Hill*

Name: Kayla Hill

Title:

**TENANT:**

*Mildred Stoddard*

Name: Mildred Stoddard

*Justin Stoddard*

Name: Justin Stoddard

Name:

Name:

Name:

Name:

Name:

**Document Information**

Document Reference Number: 12129903

Document Pages: 2

Signatures: 3  
Initials: 0

Status: Completed

| Signature Summary | Signature                                             | Initials | Timestamp                  | Signing Status |
|-------------------|-------------------------------------------------------|----------|----------------------------|----------------|
| Mildred Stoddard  | <i>Mildred Stoddard</i><br>03/25/2021 08:12:45 PM PST | MS       | 03/25/2021 08:13:12 PM PST | Completed      |
| Justin Stoddard   | <i>Justin Stoddard</i><br>03/25/2021 08:12:08 PM PST  | JS       | 03/25/2021 08:12:22 PM PST | Completed      |
| Lisa Jones        | <i>Lisa Jones</i><br>03/26/2021 02:50:44 AM PST       | LJ       | 03/26/2021 02:54:52 AM PST | Completed      |

| Signature Details | Page | Signature/Initials      | Signing Status | Tracking Details                                                                                     |
|-------------------|------|-------------------------|----------------|------------------------------------------------------------------------------------------------------|
| Mildred Stoddard  | 1    | <i>Mildred Stoddard</i> | Completed      | IP Address: 75.139.125.239<br>Timestamp: 03/25/2021 08:13:05 PM PST<br>User Agent: Chrome on Windows |
| Justin Stoddard   | 1    | <i>Justin Stoddard</i>  | Completed      | IP Address: 75.139.125.239<br>Timestamp: 03/25/2021 08:12:16 PM PST<br>User Agent: Chrome on Windows |
| Lisa Jones        | 1    | <i>Lisa Jones</i>       | Completed      | IP Address: 174.111.8.249<br>Timestamp: 03/26/2021 02:54:50 AM PST<br>User Agent: Chrome on Windows  |

# **EXHIBIT B**

Delinquency Letter



WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

\*\*\*\*\*Notice of Delinquency for Untimely Payment of Rent\*\*\*\*\*

09/07/2021

Mildred Stoddard, Justin Stoddard and/or all other Occupants  
117 Eagleston Lane  
Simpsonville, SC 29680 ("Subject Property")

BECAUSE OF THE GLOBAL COVID-19 PANDEMIC, YOU MAY BE ELIGIBLE FOR TEMPORARY PROTECTION FROM EVICTION UNDER THE LAWS OF YOUR STATE, TERRITORY, LOCALITY, OR TRIBAL AREA, OR UNDER FEDERAL LAW. LEARN THE STEPS YOU SHOULD TAKE NOW: VISIT [WWW.CFPB.GOV/EVICTION](http://WWW.CFPB.GOV/EVICTION) OR CALL A HOUSING COUNSELOR AT 800-569-4287.

Resident Name(s): Mildred Stoddard, Justin Stoddard and/or all other Occupants:

This NOTICE OF DELINQUENCY is to inform you and all other occupants (whom you are to notify immediately) that your rent is **past due**. You must pay the full rent due plus any and all applicable late fees immediately, or further inaction by you and all other occupants will escalate this matter to service of a formal **Pay or Vacate the Subject Property Notice**, under applicable state law. If your past due rent is not paid in full immediately, your residential lease agreement will be terminated and an eviction proceeding and any other legal remedy will be filed, permissible under the law.

As of today, your outstanding balance is \$ 6,011.28.

AMERICAN HOMES 4 RENT RESERVES ALL RIGHTS AND REMEDIES PROVIDED UNDER THE RENTAL AGREEMENT AND UNDER APPLICABLE STATE LAWS INCLUDING BUT NOT LIMITED TO SUIT FOR UNLAWFUL DETAINER, DAMAGES TO THE SUBJECT PROPERTY AND FOR UNPAID RENTS AND NOTHING IN THIS NOTICE MAY BE CONSTRUED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.

Payments must be made in the form of a Cashier's Check or Money Order only. Mail to:

American Homes 4 Rent  
PO Box 95698  
Las Vegas, NV 89193  
(336)-283-8167

Please contact us at the number provided with notice of payment, or if you have any questions.

This Delinquency Notice may be served via US Regular Mail.

Please conduct yourself accordingly.

AH4R Management - SC, LLC

# **EXHIBIT C**

Payment Ledger

# Exhibit C

**Lease Amendment**

**LEASE AMENDMENT  
(COVID-19)**

This Lease Amendment ("Amendment") is entered into as of **March 25, 2021** ("Effective Date") by and between **AH4R Management - SC, LLC** and its affiliates and subsidiaries (collectively, "Landlord") and **Mildred Stoddard, Justin Stoddard** (individually and collectively, "Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement ("Lease") dated **December 19, 2020** the premises located at **117 Eagleston Lane Simpsonville, SC 29680** ("Property"). Except as otherwise provided in this Amendment, all initially capitalized terms used herein shall have the same meanings as set forth in the Lease.

WHEREAS, Tenant has a balance due and owing to Landlord ("Balance").

WHEREAS, Tenant desires to pay off the Balance by making payments over time.

WHEREAS, this Amendment shall be made part of the Lease and all terms and conditions of the Lease not in contradiction to this Amendment will remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant's Lease is extended by **9** months and shall end on **September 30, 2022** ("New Lease End Date").
2. Tenant shall pay the Balance in **18** equal monthly installments of **\$242.68** ("Additional Payment") in addition to the original Rent amount of **\$1,695.00** ("Original Rent") for a new monthly Rent amount of **\$1,937.68** (collectively, "New Rent Amount").
3. The New Rent Amount shall be due beginning **April, 2021** through **September, 2022**.
4. The New Rent Amount shall be due from and payable by Tenant without notice or demand on or before the **1<sup>st</sup>** day of each month.
5. Tenant understands and acknowledges that no Rent is being waived or forgiven, and all Rent continues to accrue and remains due and owing.
6. Tenant acknowledges and understands that the Balance is being deferred and that such deferment is conditioned on Tenant's compliance with the terms stated herein. Tenant further understands and agrees that if Tenant breaches this Amendment, this Amendment shall be revoked, and Landlord reserves the right to declare the entire unpaid deferred Balance immediately due and owing.
7. The acceptance by Landlord of Rent, delay, waiver, or non-enforcement of a term of this Amendment shall not be deemed a waiver unless specifically stated in writing by Landlord.

**LANDLORD:**

Signed on behalf of Landlord under written property management agreement:

By: AH4R Management - SC, LLC

*Lisa Jones*

Name: Lisa Jones

Title:

**TENANT:**

*Mildred Stoddard*

Name: Mildred Stoddard

*Justin Stoddard*

Name: Justin Stoddard

Name:

Name:

Name:

Name:

Name:

# Exhibit D

**Rental Ledger 12/15/2020 -09/01/2021**

# Resident Ledger



Date: 09/15/2021

|         |                        |           |         |            |            |
|---------|------------------------|-----------|---------|------------|------------|
| Code    |                        | Property  |         | Lease From | 12/19/2020 |
| Name    | Mildred Stoddard       | Unit      |         | Lease To   | 09/30/2022 |
| Address | 117 Eagleston Lane     | Status    | Current | Move In    | 12/19/2020 |
|         | 117 Eagleston Lane     | Rent      | 1695.00 | Move Out   |            |
| City    | Simpsonville, SC 29680 | Phone (H) |         | Phone (W)  |            |

| Date       | Chg Code | Description                                                                                                                      | Charge   | Payment    | Balance  | Chg/Rec |
|------------|----------|----------------------------------------------------------------------------------------------------------------------------------|----------|------------|----------|---------|
| 12/15/2020 | appfee   | Application Fee (Mildred Stoddard)                                                                                               | 50.00    |            | 50.00    |         |
| 12/15/2020 | appfee   | Application Fee (Justin Stoddard)                                                                                                | 50.00    |            | 100.00   |         |
| 12/15/2020 |          | chk# [REDACTED] Credit Card On-Line Payment ; Web - Online Leasing                                                               |          | 100.00     | 0.00     |         |
| 12/17/2020 | secdep   | Security Deposit                                                                                                                 | 1,695.00 |            | 1,695.00 |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    |          | 1,695.00   | 0.00     |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED] Non-Transaction Account [REDACTED] |          | 810.81     | (810.81) |         |
| 12/19/2020 | adminfee | Admin Fee                                                                                                                        | 100.00   |            | (710.81) |         |
| 12/19/2020 | rent     | Rent for 13 days                                                                                                                 | 710.81   |            | 0.00     |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 30.00    |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 60.00    |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (810.81)   | 870.81   |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (1,695.00) | 2,565.81 |         |
| 01/01/2021 | rent     | Rent (01/2021)                                                                                                                   | 1,695.00 |            | 4,260.81 |         |
| 01/06/2021 | latefee  | Late Fee                                                                                                                         | 75.00    |            | 4,335.81 |         |
| 01/29/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    |          | 2,500.00   | 1,835.81 |         |
| 01/29/2021 |          | chk# [REDACTED] Credit Card On-Line Payment ; Web - Resident Services                                                            |          | 140.81     | 1,695.00 |         |
| 02/01/2021 | rent     | Rent (02/2021)                                                                                                                   | 1,695.00 |            | 3,390.00 |         |
| 02/03/2021 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 3,420.00 |         |
| 02/03/2021 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (2,500.00) | 5,920.00 |         |
| 02/05/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services                                                              |          | 2,800.00   | 3,120.00 |         |
| 02/06/2021 | latefee  | Late Fee                                                                                                                         | 75.00    |            | 3,195.00 |         |

|            |          |                                                                                          |            |            |          |  |
|------------|----------|------------------------------------------------------------------------------------------|------------|------------|----------|--|
| 03/01/2021 | utilfees | Fees - Utilities                                                                         | 30.00      |            | 3,317.35 |  |
| 03/01/2021 | utlgas   | Gas - 12/19/20-01/12/21                                                                  | 96.56      |            | 3,413.91 |  |
| 03/01/2021 | utlgas   | Gas - 01/12/21-02/09/21                                                                  | 142.79     |            | 3,556.70 |  |
| 03/01/2021 | utlsew   | Sewer - 01/06/21-02/03/21                                                                | 47.77      |            | 3,604.47 |  |
| 03/01/2021 | utlsew   | Sewer - 12/19/20-01/06/21                                                                | 36.58      |            | 3,641.05 |  |
| 03/01/2021 | utltra   | Trash - 12/19/20-12/31/20                                                                | 9.75       |            | 3,650.80 |  |
| 03/01/2021 | utltra   | Trash - 12/31/20-01/30/21                                                                | 22.51      |            | 3,673.31 |  |
| 03/01/2021 | utlwat   | Water - 12/19/20-01/06/21                                                                | 10.84      |            | 3,684.15 |  |
| 03/01/2021 | utlwat   | Water - 01/06/21-02/03/21                                                                | 14.11      |            | 3,698.26 |  |
| 03/01/2021 | rent     | Rent (03/2021)                                                                           | 1,695.00   |            | 5,393.26 |  |
| 03/06/2021 | latefee  | Late Fee                                                                                 | 75.00      |            | 5,468.26 |  |
| 03/12/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services                   |            | 1,100.00   | 4,368.26 |  |
| 03/26/2021 | payplan  | Payment Plan OPTION G-18 months                                                          | (4,368.26) |            | 0.00     |  |
| 04/01/2021 | utlect   | Electric - 01/19/21-02/16/21                                                             | 81.85      |            | 81.85    |  |
| 04/01/2021 | utilfee  | Fees - Utilities                                                                         | 9.99       |            | 91.84    |  |
| 04/01/2021 | utlgas   | Gas - 02/09/21-03/10/21                                                                  | 119.95     |            | 211.79   |  |
| 04/01/2021 | utlsew   | Sewer - 02/03/21-03/11/21                                                                | 60.40      |            | 272.19   |  |
| 04/01/2021 | utltra   | Trash - 01/30/21-02/28/21                                                                | 21.76      |            | 293.95   |  |
| 04/01/2021 | utltra   | Trash - 03/01/21-03/31/21                                                                | 25.47      |            | 319.42   |  |
| 04/01/2021 | utlwat   | Water - 02/03/21-03/11/21                                                                | 17.88      |            | 337.30   |  |
| 04/01/2021 | payplan  | Payment Plan Agreement (04/2021)                                                         | 242.68     |            | 579.98   |  |
| 04/01/2021 | rent     | Rent (04/2021)                                                                           | 1,695.00   |            | 2,274.98 |  |
| 04/29/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services NSFed by<br>ctrl# |            | 1,801.00   | 473.98   |  |
| 05/01/2021 | utlect   | Electric - 02/16/21-03/18/21                                                             | 117.20     |            | 591.18   |  |
| 05/01/2021 | utilfee  | Fees - Utilities                                                                         | 9.99       |            | 601.17   |  |
| 05/01/2021 | utlsew   | Sewer - 03/11/21-04/15/21                                                                | 64.86      |            | 666.03   |  |
| 05/01/2021 | utltra   | Trash - 03/31/21-04/30/21                                                                | 23.88      |            | 689.91   |  |
| 05/01/2021 | utlwat   | Water - 03/11/21-04/15/21                                                                | 19.21      |            | 709.12   |  |
| 05/01/2021 | payplan  | Payment Plan Agreement (05/2021)                                                         | 242.68     |            | 951.80   |  |
| 05/01/2021 | rent     | Rent (05/2021)                                                                           | 1,695.00   |            | 2,646.80 |  |
| 05/04/2021 | nsffee   | Returned check charge                                                                    | 30.00      |            | 2,676.80 |  |
| 05/04/2021 |          | chk# :ACH- Pre-Authorized Payment<br>NSFed by ctrl#<br>Non-Transaction Account           |            | 921.80     | 1,755.00 |  |
| 05/04/2021 |          | chk# :ACH- Pre-Authorized Payment<br>NSFed by ctrl#<br>Non-Transaction Account           |            | 1,015.88   | 739.12   |  |
| 05/04/2021 |          | chk# :ACH-WEB NSF receipt Ctrl#                                                          |            | (1,801.00) | 2,540.12 |  |
| 05/06/2021 | latefee  | Late Fee                                                                                 | 75.00      |            | 2,615.12 |  |
| 05/07/2021 | nsffee   | Returned check charge                                                                    | 30.00      |            | 2,645.12 |  |
| 05/07/2021 | nsffee   | Returned check charge                                                                    | 30.00      |            | 2,675.12 |  |
| 05/07/2021 |          | chk# :ACH- receipt Ctrl#                                                                 |            | (921.80)   | 3,596.92 |  |

|            |         |                                                                                                                 |          |            |           |
|------------|---------|-----------------------------------------------------------------------------------------------------------------|----------|------------|-----------|
| 05/07/2021 |         | chk# :ACH- [REDACTED] NSF receipt Ctrl#                                                                         |          | (1,015.88) | 4,612.80  |
| 06/01/2021 | utlect  | Electric - 03/18/21-04/20/21                                                                                    | 110.72   |            | 4,723.52  |
| 06/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 4,733.51  |
| 06/01/2021 | utlgas  | Gas - 03/10/21-04/13/21                                                                                         | 58.51    |            | 4,792.02  |
| 06/01/2021 | utlsew  | Sewer - 04/15/21-05/13/21                                                                                       | 48.51    |            | 4,840.53  |
| 06/01/2021 | utltra  | Trash - 04/30/21-05/31/21                                                                                       | 23.88    |            | 4,864.41  |
| 06/01/2021 | utlwat  | Water - 04/15/21-05/13/21                                                                                       | 14.33    |            | 4,878.74  |
| 06/01/2021 | payplan | Payment Plan Agreement (06/2021)                                                                                | 242.68   |            | 5,121.42  |
| 06/01/2021 | rent    | Rent (06/2021)                                                                                                  | 1,695.00 |            | 6,816.42  |
| 06/04/2021 |         | chk# :ACH- [REDACTED] Pre-Authorized Payment<br>NSFed by ctrl# [REDACTED]<br>Non-Transaction Account [REDACTED] |          | 1,937.68   | 4,878.74  |
| 06/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 4,953.74  |
| 06/09/2021 | nsffee  | Returned check charge                                                                                           | 30.00    |            | 4,983.74  |
| 06/09/2021 |         | chk# :ACH- [REDACTED] NSF receipt Ctrl#                                                                         |          | (1,937.68) | 6,921.42  |
| 06/17/2021 | hoachbk | Amenity/Pool Key- [REDACTED]                                                                                    | 15.00    |            | 6,936.42  |
| 07/01/2021 | utlect  | Electric - 04/21/21-05/19/21                                                                                    | 113.73   |            | 7,050.15  |
| 07/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 7,060.14  |
| 07/01/2021 | utlgas  | Gas - 04/13/21-05/11/21                                                                                         | 36.41    |            | 7,096.55  |
| 07/01/2021 | utlgas  | Gas - 05/11/21-06/09/21                                                                                         | 26.94    |            | 7,123.49  |
| 07/01/2021 | utlsew  | Sewer - 05/13/21-06/11/21                                                                                       | 49.26    |            | 7,172.75  |
| 07/01/2021 | utltra  | Trash - 06/01/21-07/01/21                                                                                       | 25.47    |            | 7,198.22  |
| 07/01/2021 | utlwat  | Water - 05/13/21-06/11/21                                                                                       | 14.55    |            | 7,212.77  |
| 07/01/2021 | payplan | Payment Plan Agreement (07/2021)                                                                                | 242.68   |            | 7,455.45  |
| 07/01/2021 | rent    | Rent (07/2021)                                                                                                  | 1,695.00 |            | 9,150.45  |
| 07/04/2021 |         | chk# :ACH- [REDACTED] Pre-Authorized Payment<br>NSFed by ctrl# [REDACTED]<br>Non-Transaction Account [REDACTED] |          | 1,937.68   | 7,212.77  |
| 07/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 7,287.77  |
| 07/08/2021 | nsffee  | Returned check charge                                                                                           | 30.00    |            | 7,317.77  |
| 07/08/2021 | ntcfee  | Notice Fee for SC state                                                                                         | 50.00    |            | 7,367.77  |
| 07/08/2021 |         | chk# :ACH- [REDACTED] receipt Ctrl#                                                                             |          | (1,937.68) | 9,305.45  |
| 08/01/2021 | utlect  | Electric - 05/20/21-06/18/21                                                                                    | 160.12   |            | 9,465.57  |
| 08/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 9,475.56  |
| 08/01/2021 | utlsew  | Sewer - 06/11/21-07/15/21                                                                                       | 47.77    |            | 9,523.33  |
| 08/01/2021 | utltra  | Trash - 07/01/21-07/31/21                                                                                       | 23.88    |            | 9,547.21  |
| 08/01/2021 | utlwat  | Water - 06/11/21-07/15/21                                                                                       | 14.11    |            | 9,561.32  |
| 08/01/2021 | payplan | Payment Plan Agreement (08/2021)                                                                                | 242.68   |            | 9,804.00  |
| 08/01/2021 | rent    | Rent (08/2021)                                                                                                  | 1,695.00 |            | 11,499.00 |
| 08/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 11,574.00 |
| 08/11/2021 | ntcfee  | Notice Fee for SC state                                                                                         | 50.00    |            | 11,624.00 |
| 08/22/2021 |         | chk# [REDACTED] ERAP Rental Assistance                                                                          |          | 8,000.00   | 3,624.00  |



|           |         |                                  |          |          |
|-----------|---------|----------------------------------|----------|----------|
| 9/01/2021 | utilfee | Fees - Utilities                 | 9.99     | 3,830.15 |
| 9/01/2021 | utlgas  | Gas - 06/09/21-07/13/21          | 23.15    | 3,853.30 |
| 9/01/2021 | utlgas  | Gas - 07/13/21-08/11/21          | 16.02    | 3,869.32 |
| 9/01/2021 | utlsew  | Sewer - 07/15/21-08/13/21        | 42.85    | 3,912.17 |
| 9/01/2021 | utltra  | Trash - 07/31/21-08/31/21        | 23.88    | 3,936.05 |
| 9/01/2021 | utlwat  | Water - 07/15/21-08/13/21        | 12.55    | 3,948.60 |
| 9/01/2021 | payplan | Payment Plan Agreement (09/2021) | 242.68   | 4,191.28 |
| 9/01/2021 | rent    | Rent (09/2021)                   | 1,695.00 | 5,886.28 |
| 9/06/2021 | latefee | Late Fee                         | 75.00    | 5,961.28 |
| 9/07/2021 | ntcfee  | Notice Fee for SC state          | 50.00    | 6,011.28 |



# Exhibit D

Settlement email



# HS of Dec. 1, 2021

| Date      | Description                                                                                                           | Amount          |
|-----------|-----------------------------------------------------------------------------------------------------------------------|-----------------|
| 12/7/2020 | Security Deposit                                                                                                      | \$1,655.00      |
| 3/1/2021  | <b>Fees - Utilities</b>                                                                                               | <b>\$30.00</b>  |
| 1/1/2021  | Rent (12/2021)                                                                                                        | \$1,118.00      |
| 1/16/2021 | Late Fee                                                                                                              | \$75.00         |
| 1/19/2021 | Notice Fee for SC case                                                                                                | \$50.00         |
| 1/17/2021 | <b>Additional Attorney Fees, Filing Fees, Service of Process, 9/16/21 - Eviction Referral, per invoice no. 522457</b> | <b>\$550.00</b> |
| 12/1/2021 | Electric - 09/21/21-10/19/21                                                                                          | \$167.99        |
| 12/1/2021 | Fees - Utilities                                                                                                      | \$9.99          |
| 12/1/2021 | Sewer - 09/15/21-10/13/21                                                                                             | \$45.08         |
| 12/1/2021 | Sewer - 10/31/21-11/09/21                                                                                             | \$46.58         |
| 12/1/2021 | Trash - 10/31/21-11/09/21                                                                                             | \$24.14         |
| 12/1/2021 | Water - 09/15/21-10/13/21                                                                                             | \$13.22         |
| 12/1/2021 | Water - 10/13/21-11/09/21                                                                                             | \$13.66         |
| 12/1/2021 | Payment Plan Agreement (12/2021)                                                                                      | \$242.68        |
|           |                                                                                                                       | \$1,655.00      |

# Exhibit F

**Dispute Email**

All Inboxes



Kayla Hill

To: Justin & 2 more... >

12/10/21

RE: 117 Eagleston Lane SC13823

Good morning,

I am sorry for the delay in response as I was waiting to hear back from our Legal Department on those separate charges.

Please see below a copy of your ledger showing the \$30.00 was included in the payment agreement amount.

The two invoices are the account are correct. Local counsel charges \$550 for preparation of pleadings and another \$550 after filing, if a hearing is requested for prep, plus the costs of filing.

Please advise when account will be current.

In order for payments to be accepted, payment must be in certified funds and in full.

Balance due: \$5901.35.

Date : 12/10/2021

Print

|         |                        |           |                |            |            |
|---------|------------------------|-----------|----------------|------------|------------|
| Code    | 03229277               | Property  | SC13823        | Lease From | 12/19/2020 |
| Name    | Mildred Stoddard       | Hot       | SC13823        | Lease To   | 09/30/2022 |
| Address | 117 Eagleston Lane     | Status    | Current        | Move In    | 12/19/2020 |
|         | 117 Eagleston Lane     | Rent      | 1,695.00       | Move Out   |            |
| City    | Simpsonville, SC 29680 | Phone (H) | (864) 569-8620 | Phone (W)  |            |

| Date       | Chg Code | Description                  | Charge | Payment | Balance  | Chg/Rec |
|------------|----------|------------------------------|--------|---------|----------|---------|
| 03/01/2021 | utlect   | Electric - 12/19/20-01/19/21 | 82.36  |         | 3,277.36 | 4113823 |
| 03/01/2021 | utilfee  | Fees - Utilities             | 3.99   |         | 3,281.35 | 4113823 |
| 03/01/2021 | utilfee  | Fees - Utilities             | 30.00  |         | 3,311.35 | 4113823 |
| 03/01/2021 | utgas    | Gas - 12/19/20-01/12/21      | 96.56  |         | 3,407.91 | 4113823 |
| 03/01/2021 | utgas    | Gas - 02/12/21-02/09/21      | 142.79 |         | 3,550.70 | 4113823 |
| 03/01/2021 | utsew    | Sewer - 01/06/21-02/03/21    | 47.77  |         | 3,604.47 | 4113823 |
| 03/01/2021 | utsew    | Sewer - 12/19/20-01/06/21    | 36.58  |         | 3,641.05 | 4113823 |
| 03/01/2021 | uttra    | Trash - 12/19/20-12/31/20    | 9.75   |         | 3,650.80 | 4113823 |
| 03/01/2021 | uttra    | Trash - 12/31/20-01/20/21    | 22.51  |         | 3,673.31 | 4113823 |
| 03/01/2021 | uttra    | Trash - 01/20/21-01/26/21    | 48.84  |         | 3,722.15 | 4113823 |





3:56



< All Inboxes



**Kayla Hill**

Wednesday

To: Mildred, Justin Cc: Lisa >

## RE: 117 Eagleston Lane SC13823

Good afternoon,

I am not sure why the resident portal is the showing the charges like that. Attached is a copy of your ledger. Utilities are billed in arrears. I also provided a screenshot in the previous email where the \$30.00 was included in the payment agreement, it is also included below.

Also, stated in the previous email, both legal fees are due. Local counsel charges \$550 for preparation of pleadings and another \$550 after filing, if a hearing is requested for prep, plus the costs of filing.

Please be advised your account has been forwarded to our Legal Department.

There will be additional fees that would need to be paid to bring the account current.

Date : 12/15/2021

Print

|         |                        |           |                |            |            |
|---------|------------------------|-----------|----------------|------------|------------|
| Code    | 10229227               | Property  | 1613823        | Lease From | 12/19/2020 |
| Name    | Mildred Scoddard       | Unit      | SC13823        | Lease To   | 09/30/2022 |
| Address | 117 Eagleston Lane     | Status    | Current        | Move In    | 12/19/2020 |
| City    | Simpsonville, SC 29680 | Rent      | 1,695.00       | Move Out   |            |
|         |                        | Phone (H) | (864) 569-8630 | Phone (W)  |            |

| Date       | Chg Code | Description                                                       | Charge   | Payment    | Balance  | Chg/Rec  |
|------------|----------|-------------------------------------------------------------------|----------|------------|----------|----------|
| 02/03/2021 | rent     | Rent (02/2021)                                                    | 1,695.00 |            | 3,390.00 | 21570227 |
| 02/03/2021 | retfee   | Returned check charge                                             | 30.00    |            | 3,420.00 | 21591367 |
| 02/03/2021 |          | chk# -ACH-WEB NSF receipt Ctr# 8480429                            |          | (2,500.00) | 5,920.00 | 64486600 |
| 02/05/2021 |          | chk# -ACH-WEB-Online Payment - 117 Payment, Web Resident Services |          | 2,800.00   | 3,120.00 | 64486600 |
| 02/06/2021 | latefee  | Late Fee                                                          | 75.00    |            | 3,195.00 | 21628512 |
| 03/01/2021 | utillect | Electric - 12/19/20-01/19/21                                      | 82.36    |            | 3,277.36 | 21712943 |
| 03/01/2021 | utilfee  | Fees - Utilities                                                  | 9.99     |            | 3,287.35 | 21712943 |
| 03/01/2021 | utilgas  | Fees - Utilities                                                  | 30.00    |            | 3,317.35 | 21712943 |
| 03/01/2021 | utilgas  | Gas - 12/19/20-01/12/21                                           | 96.56    |            | 3,413.91 | 21712943 |
| 03/01/2021 | utilgas  | Gas - 01/13/21-02/06/21                                           | 149.70   |            | 3,563.61 | 21712943 |





# Exhibit G

**Fair Housing Complaint Email**

10:36



All



Folder: Inboxes



Complaints Office 04  
To: Justin Stoddard >

12/7/21

**REFERRAL: FW: HUD Fair Housing  
Complaint - Justin Stoddard (SC  
HAC)**

Dear Justin Stoddard,

**Please do not reply to this email.**

This is to acknowledge receipt of your complaint. Your complaint was referred to the following agency for assessment and possible investigation:

**South Carolina Human Affairs Commission**  
P.O. Box 4490  
1026 Sumter Street, Suite 101  
Columbia, SC 292018  
Telephone: (803) 737-7800

Please follow up with the agency above for any questions regarding the status of your claim.

Thank you.

U.S. Department of Housing & Urban Development  
Office of Fair Housing and Equal Opportunity  
Georgia State Office  
40 Marietta Street  
Atlanta, GA 30303-2806

**From:** [donotreply@hud.gov](mailto:donotreply@hud.gov) <[donotreply@hud.gov](mailto:donotreply@hud.gov)>  
**Sent:** Monday, December 06, 2021 4:06 PM  
**To:** Complaints Office 04



< All Inboxes **REFFERAL: FW: HU...**



**From:** [donotreply@hud.gov](mailto:donotreply@hud.gov) <[donotreply@hud.gov](mailto:donotreply@hud.gov)>

**Sent:** Monday, December 06, 2021 4:06 PM

**To:** Complaints Office 04

<[ComplaintsOffice04@hud.gov](mailto:ComplaintsOffice04@hud.gov)>; Complaints Office 00

<[ComplaintsOffice00@hud.gov](mailto:ComplaintsOffice00@hud.gov)>

**Subject:** HUD Fair Housing Complaint - Justin Stoddard

|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Personal Information:</b></p> <p><b>First Name:</b> Justin<br/> <b>Last Name:</b> Stoddard<br/> <b>E-Mail:</b> <a href="mailto:justynjstoddard@gmail.com">justynjstoddard@gmail.com</a><br/> <b>Address:</b> 117 Eagleston Ln<br/> <b>City:</b> Simpsonville<br/> <b>State:</b> SC<br/> <b>Zip:</b> 29680<br/> <b>Day Time Phone:</b> 8645698630<br/> <b>Evening Phone:</b><br/> <b>Best Time To Call:</b> Day</p> | <p><b>Who do you believe discriminated against you?:</b></p> <p><b>First Name:</b> Kayla<br/> <b>Last Name:</b> Hil<br/> <b>Organization:</b> American homes for Rent<br/> <b>Address:</b> 7021 Albert Pick Rd, Suite C</p> <p><b>Where did the alleged act of discrimination occur?:</b></p> <p><b>Address:</b> 117 Eagleston Ln<br/> <b>City:</b> Simpsonville<br/> <b>State:</b> SC<br/> <b>Zip:</b> 29680</p> |
| <p><b>First Contact Information:</b></p> <p><b>1. First Name:</b> Justin<br/> <b>Last Name:</b> Stoddard<br/> <b>Organization:</b><br/> <b>Day Time Phone:</b> 8645698630<br/> <b>Evening Phone:</b><br/> <b>Best Time To</b></p>                                                                                                                                                                                        | <p><b>Second Contact Information:</b></p> <p><b>2. First Name:</b><br/> <b>Last Name:</b><br/> <b>Organization:</b><br/> <b>Day Time Phone:</b><br/> <b>Evening Phone:</b><br/> <b>Best Time To Call:</b> Day</p>                                                                                                                                                                                                 |



< All Inboxes REFFERAL: FW: HU...



|                                             |                                     |
|---------------------------------------------|-------------------------------------|
| <b>Last Name:</b><br>Stoddard               | <b>2. First Name:</b><br>Last Name: |
| <b>Organization:</b>                        | <b>Organization:</b>                |
| <b>Day Time Phone:</b><br><u>8645698630</u> | <b>Day Time Phone:</b>              |
| <b>Evening Phone:</b>                       | <b>Evening Phone:</b>               |
| <b>Best Time To Call: Day</b>               | <b>Best Time To Call: Day</b>       |

**What happened?:**

American Homes for rent is refusing rental payments in hopes to evict after receiving rental assistance payments from federal grants on my behalf

**Why do you believe you are being discriminated against?:**

On July 26, the US Department of HHS updated the ADA to include long Covid as a disability. I believe that I am being discriminated against.

**When did the last act of discrimination occur?:**

11/01/2021

**Is the alleged discrimination continuous or on going?:**

Yes

Rental Ledger 12/15/2020 -12/08/2021

# Exhibit H

# Resident Ledger



Date: 12/15/2021

|         |                        |           |                |            |            |
|---------|------------------------|-----------|----------------|------------|------------|
| Code    | t0229277               | Property  | sc13823        | Lease From | 12/19/2020 |
| Name    | Mildred Stoddard       | Unit      | SC13823        | Lease To   | 09/30/2022 |
| Address | 117 Eagleston Lane     | Status    | Current        | Move In    | 12/19/2020 |
|         | 117 Eagleston Lane     | Rent      | 1695.00        | Move Out   |            |
| City    | Simpsonville, SC 29680 | Phone (H) | (864) 569-8630 | Phone (W)  |            |

| Date       | Chg Code | Description                                                                                                                                       | Charge   | Payment    | Balance  | Chg/Rec         |
|------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|----------|-----------------|
| 12/15/2020 | appfee   | Application Fee (Mildred Stoddard)                                                                                                                | 50.00    |            | 50.00    | <u>20930186</u> |
| 12/15/2020 | appfee   | Application Fee (Justin Stoddard)                                                                                                                 | 50.00    |            | 100.00   | <u>20930187</u> |
| 12/15/2020 |          | chk# 83738471 Credit Card On-Line Payment ; Web - Online Leasing                                                                                  |          | 100.00     | 0.00     | <u>8248443</u>  |
| 12/17/2020 | secdep   | Security Deposit                                                                                                                                  | 1,695.00 |            | 1,695.00 | <u>20932298</u> |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# 8262135 DP#1499 NSF HF065B2MLJ4                                |          | 1,695.00   | 0.00     | <u>8252104</u>  |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# 8261982 DP#30871 NSF (R20) Non-Transaction Account 8D065B2MLJ4 |          | 810.81     | (810.81) | <u>8252113</u>  |
| 12/19/2020 | adminfee | Admin Fee                                                                                                                                         | 100.00   |            | (710.81) | <u>20936315</u> |
| 12/19/2020 | rent     | Rent for 13 days                                                                                                                                  | 710.81   |            | 0.00     | <u>20936316</u> |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                                             | 30.00    |            | 30.00    | <u>21109436</u> |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                                             | 30.00    |            | 60.00    | <u>21109484</u> |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# 8252113                                                                                                           |          | (810.81)   | 870.81   | <u>8261982</u>  |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# 8252104                                                                                                           |          | (1,695.00) | 2,565.81 | <u>8262135</u>  |
| 01/01/2021 | rent     | Rent (01/2021)                                                                                                                                    | 1,695.00 |            | 4,260.81 | <u>21195393</u> |
| 01/06/2021 | latefee  | Late Fee                                                                                                                                          | 75.00    |            | 4,335.81 | <u>21224898</u> |
| 01/29/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# 8440600 DP#31504 NSF NXDPH49MLJ4                               |          | 2,500.00   | 1,835.81 | <u>8400429</u>  |
| 01/29/2021 |          | chk# 86867342 Credit Card On-Line Payment ; Web - Resident Services                                                                               |          | 140.81     | 1,695.00 | <u>8400582</u>  |
| 02/01/2021 | rent     | Rent (02/2021)                                                                                                                                    | 1,695.00 |            | 3,390.00 | <u>21579239</u> |
| 02/03/2021 | nsffee   | Returned check charge                                                                                                                             | 30.00    |            | 3,420.00 | <u>21597647</u> |
| 02/03/2021 |          | chk# :ACH-WEB NSF receipt Ctrl# 8400429                                                                                                           |          | (2,500.00) | 5,920.00 | <u>8440600</u>  |
| 02/05/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services                                                                               |          | 2,800.00   | 3,120.00 | <u>8460106</u>  |
| 02/06/2021 | latefee  | Late Fee                                                                                                                                          | 75.00    |            | 3,195.00 | <u>21610933</u> |
| 02/01/2021 | rent     | Rent (02/2021)                                                                                                                                    | 1,695.00 |            | 2,077.26 | <u>21733020</u> |

|            |          |                                                                                                                        |            |            |          |                 |
|------------|----------|------------------------------------------------------------------------------------------------------------------------|------------|------------|----------|-----------------|
| 03/01/2021 | utilfee  | Fees - Utilities                                                                                                       | 9.99       |            | 3,287.35 | <u>21733921</u> |
| 03/01/2021 | utilfees | Fees - Utilities                                                                                                       | 30.00      |            | 3,317.35 | <u>21733922</u> |
| 03/01/2021 | utlgas   | Gas - 12/19/20-01/12/21                                                                                                | 96.56      |            | 3,413.91 | <u>21733923</u> |
| 03/01/2021 | utlgas   | Gas - 01/12/21-02/09/21                                                                                                | 142.79     |            | 3,556.70 | <u>21733924</u> |
| 03/01/2021 | utlsew   | Sewer - 01/06/21-02/03/21                                                                                              | 47.77      |            | 3,604.47 | <u>21733925</u> |
| 03/01/2021 | utlsew   | Sewer - 12/19/20-01/06/21                                                                                              | 36.58      |            | 3,641.05 | <u>21733926</u> |
| 03/01/2021 | utltra   | Trash - 12/19/20-12/31/20                                                                                              | 9.75       |            | 3,650.80 | <u>21733927</u> |
| 03/01/2021 | utltra   | Trash - 12/31/20-01/30/21                                                                                              | 22.51      |            | 3,673.31 | <u>21733928</u> |
| 03/01/2021 | utlwat   | Water - 12/19/20-01/06/21                                                                                              | 10.84      |            | 3,684.15 | <u>21733929</u> |
| 03/01/2021 | utlwat   | Water - 01/06/21-02/03/21                                                                                              | 14.11      |            | 3,698.26 | <u>21733930</u> |
| 03/01/2021 | rent     | Rent (03/2021)                                                                                                         | 1,695.00   |            | 5,393.26 | <u>21910652</u> |
| 03/06/2021 | latefee  | Late Fee                                                                                                               | 75.00      |            | 5,468.26 | <u>21992033</u> |
| 03/12/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services                                                    |            | 1,100.00   | 4,368.26 | <u>8605876</u>  |
| 03/26/2021 | payplan  | Payment Plan OPTION G-18 months                                                                                        | (4,368.26) |            | 0.00     | <u>22245931</u> |
| 04/01/2021 | utelect  | Electric - 01/19/21-02/16/21                                                                                           | 81.85      |            | 81.85    | <u>22146114</u> |
| 04/01/2021 | utilfee  | Fees - Utilities                                                                                                       | 9.99       |            | 91.84    | <u>22146115</u> |
| 04/01/2021 | utlgas   | Gas - 02/09/21-03/10/21                                                                                                | 119.95     |            | 211.79   | <u>22146116</u> |
| 04/01/2021 | utlsew   | Sewer - 02/03/21-03/11/21                                                                                              | 60.40      |            | 272.19   | <u>22146117</u> |
| 04/01/2021 | utltra   | Trash - 01/30/21-02/28/21                                                                                              | 21.76      |            | 293.95   | <u>22146118</u> |
| 04/01/2021 | utltra   | Trash - 03/01/21-03/31/21                                                                                              | 25.47      |            | 319.42   | <u>22146119</u> |
| 04/01/2021 | utlwat   | Water - 02/03/21-03/11/21                                                                                              | 17.88      |            | 337.30   | <u>22146120</u> |
| 04/01/2021 | payplan  | Payment Plan Agreement (04/2021)                                                                                       | 242.68     |            | 579.98   | <u>22345067</u> |
| 04/01/2021 | rent     | Rent (04/2021)                                                                                                         | 1,695.00   |            | 2,274.98 | <u>22345068</u> |
| 04/29/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# 8832929 DP#33154 NSF BB2400LMLJ4    |            | 1,801.00   | 473.98   | <u>8787185</u>  |
| 05/01/2021 | utelect  | Electric - 02/16/21-03/18/21                                                                                           | 117.20     |            | 591.18   | <u>22533705</u> |
| 05/01/2021 | utilfee  | Fees - Utilities                                                                                                       | 9.99       |            | 601.17   | <u>22533706</u> |
| 05/01/2021 | utlsew   | Sewer - 03/11/21-04/15/21                                                                                              | 64.86      |            | 666.03   | <u>22533707</u> |
| 05/01/2021 | utltra   | Trash - 03/31/21-04/30/21                                                                                              | 23.88      |            | 689.91   | <u>22533708</u> |
| 05/01/2021 | utlwat   | Water - 03/11/21-04/15/21                                                                                              | 19.21      |            | 709.12   | <u>22533709</u> |
| 05/01/2021 | payplan  | Payment Plan Agreement (05/2021)                                                                                       | 242.68     |            | 951.80   | <u>22737126</u> |
| 05/01/2021 | rent     | Rent (05/2021)                                                                                                         | 1,695.00   |            | 2,646.80 | <u>22737127</u> |
| 05/04/2021 | nsffee   | Returned check charge                                                                                                  | 30.00      |            | 2,676.80 | <u>22764047</u> |
| 05/04/2021 |          | chk# :ACH-4000433 Pre-Authorized Payment NSFed by ctrl# 8853550 DP#33557 NSF (R20) Non-Transaction Account CYYJ10LMLJ4 |            | 921.80     | 1,755.00 | <u>8827180</u>  |
| 05/04/2021 |          | chk# :ACH-4000434 Pre-Authorized Payment NSFed by ctrl# 8853553 DP#1712 NSF (R20) Non-Transaction Account N2ZJ10LMLJ4  |            | 1,015.88   | 739.12   | <u>8827181</u>  |
| 05/04/2021 |          | chk# :ACH-WEB NSF receipt Ctrl# 8787185                                                                                |            | (1,801.00) | 2,540.12 | <u>8832929</u>  |
| 05/06/2021 | latefee  | Late Fee                                                                                                               | 75.00      |            | 2,615.12 | <u>22776017</u> |
| 05/07/2021 | nsffee   | Returned check charge                                                                                                  | 30.00      |            | 2,645.12 | <u>22780829</u> |
| 05/07/2021 | nsffee   | Returned check charge                                                                                                  | 30.00      |            | 2,675.12 | <u>22780830</u> |

|            |         |                                                                                                                                 |          |            |           |                 |
|------------|---------|---------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------|-----------------|
| 05/07/2021 |         | chk# :ACH-4000433 NSF receipt Ctrl#<br>8827180                                                                                  |          | (921.80)   | 3,596.92  | <u>8853550</u>  |
| 05/07/2021 |         | chk# :ACH-4000434 NSF receipt Ctrl#<br>8827181                                                                                  |          | (1,015.88) | 4,612.80  | <u>8853553</u>  |
| 06/01/2021 | utlect  | Electric - 03/18/21-04/20/21                                                                                                    | 110.72   |            | 4,723.52  | <u>22943326</u> |
| 06/01/2021 | utilfee | Fees - Utilities                                                                                                                | 9.99     |            | 4,733.51  | <u>22943327</u> |
| 06/01/2021 | utlgas  | Gas - 03/10/21-04/13/21                                                                                                         | 58.51    |            | 4,792.02  | <u>22943328</u> |
| 06/01/2021 | utlsew  | Sewer - 04/15/21-05/13/21                                                                                                       | 48.51    |            | 4,840.53  | <u>22943329</u> |
| 06/01/2021 | utiltra | Trash - 04/30/21-05/31/21                                                                                                       | 23.88    |            | 4,864.41  | <u>22943330</u> |
| 06/01/2021 | utlwat  | Water - 04/15/21-05/13/21                                                                                                       | 14.33    |            | 4,878.74  | <u>22943331</u> |
| 06/01/2021 | payplan | Payment Plan Agreement (06/2021)                                                                                                | 242.68   |            | 5,121.42  | <u>23142500</u> |
| 06/01/2021 | rent    | Rent (06/2021)                                                                                                                  | 1,695.00 |            | 6,816.42  | <u>23142501</u> |
| 06/04/2021 |         | chk# :ACH-4074674 Pre-Authorized<br>Payment NSFed by ctrl# 8991295 DP#34100<br>NSF (R20) Non-Transaction Account<br>54SZD1NMLJ4 |          | 1,937.68   | 4,878.74  | <u>8963008</u>  |
| 06/06/2021 | latefee | Late Fee                                                                                                                        | 75.00    |            | 4,953.74  | <u>23173137</u> |
| 06/09/2021 | nsffee  | Returned check charge                                                                                                           | 30.00    |            | 4,983.74  | <u>23182116</u> |
| 06/09/2021 |         | chk# :ACH-4074674 NSF receipt Ctrl#<br>8963008                                                                                  |          | (1,937.68) | 6,921.42  | <u>8991295</u>  |
| 06/17/2021 | hoachbk | Amenity/Pool Key-HV0659764                                                                                                      | 15.00    |            | 6,936.42  | <u>23256598</u> |
| 07/01/2021 | utlect  | Electric - 04/21/21-05/19/21                                                                                                    | 113.73   |            | 7,050.15  | <u>23346147</u> |
| 07/01/2021 | utilfee | Fees - Utilities                                                                                                                | 9.99     |            | 7,060.14  | <u>23346148</u> |
| 07/01/2021 | utlgas  | Gas - 04/13/21-05/11/21                                                                                                         | 36.41    |            | 7,096.55  | <u>23346149</u> |
| 07/01/2021 | utlgas  | Gas - 05/11/21-06/09/21                                                                                                         | 26.94    |            | 7,123.49  | <u>23346150</u> |
| 07/01/2021 | utlsew  | Sewer - 05/13/21-06/11/21                                                                                                       | 49.26    |            | 7,172.75  | <u>23346151</u> |
| 07/01/2021 | utiltra | Trash - 06/01/21-07/01/21                                                                                                       | 25.47    |            | 7,198.22  | <u>23346152</u> |
| 07/01/2021 | utlwat  | Water - 05/13/21-06/11/21                                                                                                       | 14.55    |            | 7,212.77  | <u>23346153</u> |
| 07/01/2021 | payplan | Payment Plan Agreement (07/2021)                                                                                                | 242.68   |            | 7,455.45  | <u>23553058</u> |
| 07/01/2021 | rent    | Rent (07/2021)                                                                                                                  | 1,695.00 |            | 9,150.45  | <u>23553059</u> |
| 07/04/2021 |         | chk# :ACH-4147358 Pre-Authorized<br>Payment NSFed by ctrl# 9124209 DP#34619<br>NSF (R20) Non-Transaction Account<br>ZJNZVRQMLJ4 |          | 1,937.68   | 7,212.77  | <u>9100939</u>  |
| 07/06/2021 | latefee | Late Fee                                                                                                                        | 75.00    |            | 7,287.77  | <u>23586434</u> |
| 07/08/2021 | nsffee  | Returned check charge                                                                                                           | 30.00    |            | 7,317.77  | <u>23593501</u> |
| 07/08/2021 | ntcfec  | Notice Fee for SC state                                                                                                         | 50.00    |            | 7,367.77  | <u>23593997</u> |
| 07/08/2021 |         | chk# :ACH-4147358 NSF receipt Ctrl#<br>9100939                                                                                  |          | (1,937.68) | 9,305.45  | <u>9124209</u>  |
| 08/01/2021 | utlect  | Electric - 05/20/21-06/18/21                                                                                                    | 160.12   |            | 9,465.57  | <u>23759293</u> |
| 08/01/2021 | utilfee | Fees - Utilities                                                                                                                | 9.99     |            | 9,475.56  | <u>23759294</u> |
| 08/01/2021 | utlsew  | Sewer - 06/11/21-07/15/21                                                                                                       | 47.77    |            | 9,523.33  | <u>23759295</u> |
| 08/01/2021 | utiltra | Trash - 07/01/21-07/31/21                                                                                                       | 23.88    |            | 9,547.21  | <u>23759296</u> |
| 08/01/2021 | utlwat  | Water - 06/11/21-07/15/21                                                                                                       | 14.11    |            | 9,561.32  | <u>23759297</u> |
| 08/01/2021 | payplan | Payment Plan Agreement (08/2021)                                                                                                | 242.68   |            | 9,804.00  | <u>23961587</u> |
| 08/01/2021 | rent    | Rent (08/2021)                                                                                                                  | 1,695.00 |            | 11,499.00 | <u>23961588</u> |
| 08/06/2021 | latefee | Late Fee                                                                                                                        | 75.00    |            | 11,574.00 | <u>24000085</u> |

|            |          |                                                                                                                |          |          |           |          |
|------------|----------|----------------------------------------------------------------------------------------------------------------|----------|----------|-----------|----------|
| 08/20/2021 |          | chk# 1161251 ERAP Rental Assistance Payment                                                                    |          | 8,000.00 | 3,624.00  | 9345843  |
| 09/01/2021 | utlelect | Electric - 06/19/21-07/20/21                                                                                   | 196.16   |          | 3,820.16  | 24189636 |
| 09/01/2021 | utilfee  | Fees - Utilities                                                                                               | 9.99     |          | 3,830.15  | 24189637 |
| 09/01/2021 | utlgas   | Gas - 06/09/21-07/13/21                                                                                        | 23.15    |          | 3,853.30  | 24189638 |
| 09/01/2021 | utlgas   | Gas - 07/13/21-08/11/21                                                                                        | 16.02    |          | 3,869.32  | 24189639 |
| 09/01/2021 | utlsew   | Sewer - 07/15/21-08/13/21                                                                                      | 42.85    |          | 3,912.17  | 24189640 |
| 09/01/2021 | utltra   | Trash - 07/31/21-08/31/21                                                                                      | 23.88    |          | 3,936.05  | 24189641 |
| 09/01/2021 | utlwat   | Water - 07/15/21-08/13/21                                                                                      | 12.55    |          | 3,948.60  | 24189642 |
| 09/01/2021 | payplan  | Payment Plan Agreement (09/2021)                                                                               | 242.68   |          | 4,191.28  | 24379147 |
| 09/01/2021 | rent     | Rent (09/2021)                                                                                                 | 1,695.00 |          | 5,886.28  | 24379148 |
| 09/06/2021 | latefee  | Late Fee                                                                                                       | 75.00    |          | 5,961.28  | 24423582 |
| 09/07/2021 | ntcfec   | Notice Fee for SC state                                                                                        | 50.00    |          | 6,011.28  | 24443971 |
| 10/01/2021 | utlelect | Electric - 07/21/21-08/18/21                                                                                   | 201.69   |          | 6,212.97  | 24632130 |
| 10/01/2021 | utilfee  | Fees - Utilities                                                                                               | 9.99     |          | 6,222.96  | 24632131 |
| 10/01/2021 | utlsew   | Sewer - 08/13/21-09/15/21                                                                                      | 51.05    |          | 6,274.01  | 24632132 |
| 10/01/2021 | utltra   | Trash - 09/01/21-10/01/21                                                                                      | 24.95    |          | 6,298.96  | 24632133 |
| 10/01/2021 | utlwat   | Water - 08/13/21-09/15/21                                                                                      | 14.99    |          | 6,313.95  | 24632134 |
| 10/01/2021 | payplan  | Payment Plan Agreement (10/2021)                                                                               | 242.68   |          | 6,556.63  | 24837033 |
| 10/01/2021 | rent     | Rent (10/2021)                                                                                                 | 1,695.00 |          | 8,251.63  | 24837034 |
| 10/06/2021 | latefee  | Late Fee                                                                                                       | 75.00    |          | 8,326.63  | 24880973 |
| 10/21/2021 | admchbak | Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. 620584            | 590.00   |          | 8,916.63  | 24960266 |
| 11/01/2021 | utlelect | Electric - 08/19/21-09/20/21                                                                                   | 187.66   |          | 9,104.29  | 25074791 |
| 11/01/2021 | utilfee  | Fees - Utilities                                                                                               | 9.99     |          | 9,114.28  | 25074792 |
| 11/01/2021 | utlgas   | Gas - 09/13/21-10/12/21                                                                                        | 23.65    |          | 9,137.93  | 25074793 |
| 11/01/2021 | utlgas   | Gas - 08/11/21-09/13/21                                                                                        | 24.04    |          | 9,161.97  | 25074794 |
| 11/01/2021 | utltra   | Trash - 10/01/21-10/31/21                                                                                      | 24.14    |          | 9,186.11  | 25074795 |
| 11/01/2021 | payplan  | Payment Plan Agreement (11/2021)                                                                               | 242.68   |          | 9,428.79  | 25276881 |
| 11/01/2021 | rent     | Rent (11/2021)                                                                                                 | 1,695.00 |          | 11,123.79 | 25276882 |
| 11/03/2021 |          | chk# 003454 :CHECKscan Payment                                                                                 |          | 8,280.78 | 2,843.01  | 9718510  |
| 11/06/2021 | latefee  | Late Fee                                                                                                       | 75.00    |          | 2,918.01  | 25319503 |
| 11/09/2021 | ntcfec   | Notice Fee for SC state                                                                                        | 50.00    |          | 2,968.01  | 25327375 |
| 11/17/2021 | admchbak | Additional Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. 622457 | 550.00   |          | 3,518.01  | 25391960 |
| 12/01/2021 | utlelect | Electric - 09/21/21-10/19/21                                                                                   | 167.99   |          | 3,686.00  | 25497498 |
| 12/01/2021 | utilfee  | Fees - Utilities                                                                                               | 9.99     |          | 3,695.99  | 25497499 |
| 12/01/2021 | utlsew   | Sewer - 09/15/21-10/13/21                                                                                      | 45.08    |          | 3,741.07  | 25497500 |
| 12/01/2021 | utlsew   | Sewer - 10/13/21-11/09/21                                                                                      | 46.58    |          | 3,787.65  | 25497501 |
| 12/01/2021 | utltra   | Trash - 10/31/21-11/30/21                                                                                      | 24.14    |          | 3,811.79  | 25497502 |
| 12/01/2021 | utlwat   | Water - 09/15/21-10/13/21                                                                                      | 13.22    |          | 3,825.01  | 25497503 |
| 12/01/2021 | utlwat   | Water - 10/13/21-11/09/21                                                                                      | 13.66    |          | 3,838.67  | 25497504 |
| 12/01/2021 | payplan  | Payment Plan Agreement (12/2021)                                                                               | 242.68   |          | 4,081.35  | 25700883 |
| 12/01/2021 | rent     | Rent (12/2021)                                                                                                 | 1,695.00 |          | 5,776.35  | 25700884 |
| 12/06/2021 |          |                                                                                                                | 75.00    |          | 5,851.35  | 25742848 |



# **EXHIBIT D**

Payment Ledger as of  
February 15, 2022

# Resident Ledger



Date: 02/15/2022

|         |                        |           |          |            |            |
|---------|------------------------|-----------|----------|------------|------------|
| Code    |                        | Property  |          | Lease From | 12/19/2020 |
| Name    | Mildred Stoddard       | Unit      |          | Lease To   | 09/30/2022 |
| Address | 117 Eagleston Lane     | Status    | Eviction | Move In    | 12/19/2020 |
|         |                        | Rent      | 1695.00  | Move Out   | 12/30/2099 |
| City    | Simpsonville, SC 29680 | Phone (H) |          | Phone (W)  |            |

| Date       | Chg Code | Description                                                                                                                      | Charge   | Payment    | Balance  | Chg/Rec |
|------------|----------|----------------------------------------------------------------------------------------------------------------------------------|----------|------------|----------|---------|
| 12/15/2020 | appfee   | Application Fee (Mildred Stoddard)                                                                                               | 50.00    |            | 50.00    |         |
| 12/15/2020 | appfee   | Application Fee (Justin Stoddard)                                                                                                | 50.00    |            | 100.00   |         |
| 12/15/2020 |          | chk# [REDACTED] Credit Card On-Line Payment ; Web - Online Leasing                                                               |          | 100.00     | 0.00     |         |
| 12/17/2020 | secdep   | Security Deposit                                                                                                                 | 1,695.00 |            | 1,695.00 |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    |          | 1,695.00   | 0.00     |         |
| 12/17/2020 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED] Non-Transaction Account [REDACTED] |          | 810.81     | (810.81) |         |
| 12/19/2020 | adminfee | Admin Fee                                                                                                                        | 100.00   |            | (710.81) |         |
| 12/19/2020 | rent     | Rent for 13 days                                                                                                                 | 710.81   |            | 0.00     |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 30.00    |         |
| 12/23/2020 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 60.00    |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (810.81)   | 870.81   |         |
| 12/23/2020 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (1,695.00) | 2,565.81 |         |
| 01/01/2021 | rent     | Rent (01/2021)                                                                                                                   | 1,695.00 |            | 4,260.81 |         |
| 01/06/2021 | latefee  | Late Fee                                                                                                                         | 75.00    |            | 4,335.81 |         |
| 01/29/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]                                    |          | 2,500.00   | 1,835.81 |         |
| 01/29/2021 |          | chk# [REDACTED] Credit Card On-Line Payment ; Web - Resident Services                                                            |          | 140.81     | 1,695.00 |         |
| 02/01/2021 | rent     | Rent (02/2021)                                                                                                                   | 1,695.00 |            | 3,390.00 |         |
| 02/03/2021 | nsffee   | Returned check charge                                                                                                            | 30.00    |            | 3,420.00 |         |
| 02/03/2021 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                                       |          | (2,500.00) | 5,920.00 |         |
| 02/05/2021 |          | chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services                                                              |          | 2,800.00   | 3,120.00 |         |
| 02/06/2021 | latefee  | Late Fee                                                                                                                         | 75.00    |            | 3,195.00 |         |
| 03/01/2021 | utlect   | Electric - 12/19/20-01/19/21                                                                                                     | 82.36    |            | 3,277.36 |         |

|            |          |                                                                                                                 |            |            |          |
|------------|----------|-----------------------------------------------------------------------------------------------------------------|------------|------------|----------|
| 03/01/2021 | utilfee  | Fees - Utilities                                                                                                | 9.99       |            | 3,287.35 |
| 03/01/2021 | utilfees | Fees - Utilities                                                                                                | 30.00      |            | 3,317.35 |
| 03/01/2021 | utlgas   | Gas - 12/19/20-01/12/21                                                                                         | 96.56      |            | 3,413.91 |
| 03/01/2021 | utlgas   | Gas - 01/12/21-02/09/21                                                                                         | 142.79     |            | 3,556.70 |
| 03/01/2021 | utlsew   | Sewer - 01/06/21-02/03/21                                                                                       | 47.77      |            | 3,604.47 |
| 03/01/2021 | utlsew   | Sewer - 12/19/20-01/06/21                                                                                       | 36.58      |            | 3,641.05 |
| 03/01/2021 | utltra   | Trash - 12/19/20-12/31/20                                                                                       | 9.75       |            | 3,650.80 |
| 03/01/2021 | utltra   | Trash - 12/31/20-01/30/21                                                                                       | 22.51      |            | 3,673.31 |
| 03/01/2021 | utlwat   | Water - 12/19/20-01/06/21                                                                                       | 10.84      |            | 3,684.15 |
| 03/01/2021 | utlwat   | Water - 01/06/21-02/03/21                                                                                       | 14.11      |            | 3,698.26 |
| 03/01/2021 | rent     | Rent (03/2021)                                                                                                  | 1,695.00   |            | 5,393.26 |
| 03/06/2021 | latefee  | Late Fee                                                                                                        | 75.00      |            | 5,468.26 |
| 03/12/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services                                          |            | 1,100.00   | 4,368.26 |
| 03/26/2021 | payplan  | Payment Plan OPTION G-18 months                                                                                 | (4,368.26) |            | 0.00     |
| 04/01/2021 | utlelect | Electric - 01/19/21-02/16/21                                                                                    | 81.85      |            | 81.85    |
| 04/01/2021 | utilfee  | Fees - Utilities                                                                                                | 9.99       |            | 91.84    |
| 04/01/2021 | utlgas   | Gas - 02/09/21-03/10/21                                                                                         | 119.95     |            | 211.79   |
| 04/01/2021 | utlsew   | Sewer - 02/03/21-03/11/21                                                                                       | 60.40      |            | 272.19   |
| 04/01/2021 | utltra   | Trash - 01/30/21-02/28/21                                                                                       | 21.76      |            | 293.95   |
| 04/01/2021 | utltra   | Trash - 03/01/21-03/31/21                                                                                       | 25.47      |            | 319.42   |
| 04/01/2021 | utlwat   | Water - 02/03/21-03/11/21                                                                                       | 17.88      |            | 337.30   |
| 04/01/2021 | payplan  | Payment Plan Agreement (04/2021)                                                                                | 242.68     |            | 579.98   |
| 04/01/2021 | rent     | Rent (04/2021)                                                                                                  | 1,695.00   |            | 2,274.98 |
| 04/29/2021 |          | chk# :ACH-WEB Online Payment - EFT<br>Payment. Web - Resident Services NSFed by<br>ctrl# [REDACTED]             |            | 1,801.00   | 473.98   |
| 05/01/2021 | utlelect | Electric - 02/16/21-03/18/21                                                                                    | 117.20     |            | 591.18   |
| 05/01/2021 | utilfee  | Fees - Utilities                                                                                                | 9.99       |            | 601.17   |
| 05/01/2021 | utlsew   | Sewer - 03/11/21-04/15/21                                                                                       | 64.86      |            | 666.03   |
| 05/01/2021 | utltra   | Trash - 03/31/21-04/30/21                                                                                       | 23.88      |            | 689.91   |
| 05/01/2021 | utlwat   | Water - 03/11/21-04/15/21                                                                                       | 19.21      |            | 709.12   |
| 05/01/2021 | payplan  | Payment Plan Agreement (05/2021)                                                                                | 242.68     |            | 951.80   |
| 05/01/2021 | rent     | Rent (05/2021)                                                                                                  | 1,695.00   |            | 2,646.80 |
| 05/04/2021 | nsffee   | Returned check charge                                                                                           | 30.00      |            | 2,676.80 |
| 05/04/2021 |          | chk# : [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>NSF [REDACTED] Non-Transaction Account |            | 921.80     | 1,755.00 |
| 05/04/2021 |          | chk# [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>[REDACTED] Non-Transaction Account       |            | 1,015.88   | 739.12   |
| 05/04/2021 |          | chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]                                                                      |            | (1,801.00) | 2,540.12 |
| 05/06/2021 | latefee  | Late Fee                                                                                                        | 75.00      |            | 2,615.12 |
| 05/07/2021 | nsffee   | Returned check charge                                                                                           | 30.00      |            | 2,645.12 |
| 05/07/2021 | nsffee   | Returned check charge                                                                                           | 30.00      |            | 2,675.12 |

|            |         |                                                                                                                 |          |            |           |            |
|------------|---------|-----------------------------------------------------------------------------------------------------------------|----------|------------|-----------|------------|
| 05/07/2021 |         | chk# :ACH- [REDACTED] NSF receipt Ctrl#                                                                         |          | (921.80)   | 3,596.92  | [REDACTED] |
| 05/07/2021 |         | chk# :ACH [REDACTED] NSF receipt Ctrl#                                                                          |          | (1,015.88) | 4,612.80  | [REDACTED] |
| 06/01/2021 | utlect  | Electric - 03/18/21-04/20/21                                                                                    | 110.72   |            | 4,723.52  | [REDACTED] |
| 06/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 4,733.51  | [REDACTED] |
| 06/01/2021 | utlgas  | Gas - 03/10/21-04/13/21                                                                                         | 58.51    |            | 4,792.02  | [REDACTED] |
| 06/01/2021 | utlsew  | Sewer - 04/15/21-05/13/21                                                                                       | 48.51    |            | 4,840.53  | [REDACTED] |
| 06/01/2021 | utltra  | Trash - 04/30/21-05/31/21                                                                                       | 23.88    |            | 4,864.41  | [REDACTED] |
| 06/01/2021 | utlwat  | Water - 04/15/21-05/13/21                                                                                       | 14.33    |            | 4,878.74  | [REDACTED] |
| 06/01/2021 | payplan | Payment Plan Agreement (06/2021)                                                                                | 242.68   |            | 5,121.42  | [REDACTED] |
| 06/01/2021 | rent    | Rent (06/2021)                                                                                                  | 1,695.00 |            | 6,816.42  | [REDACTED] |
| 06/04/2021 |         | chk# :ACH- [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>[REDACTED] Non-Transaction Account |          | 1,937.68   | 4,878.74  | [REDACTED] |
| 06/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 4,953.74  | [REDACTED] |
| 06/09/2021 | nsffee  | Returned check charge                                                                                           | 30.00    |            | 4,983.74  | [REDACTED] |
| 06/09/2021 |         | chk# :ACH- [REDACTED] NSF receipt Ctrl#                                                                         |          | (1,937.68) | 6,921.42  | [REDACTED] |
| 06/17/2021 | hoachbk | Amenity/Pool Key-[REDACTED]                                                                                     | 15.00    |            | 6,936.42  | [REDACTED] |
| 07/01/2021 | utlect  | Electric - 04/21/21-05/19/21                                                                                    | 113.73   |            | 7,050.15  | [REDACTED] |
| 07/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 7,060.14  | [REDACTED] |
| 07/01/2021 | utlgas  | Gas - 04/13/21-05/11/21                                                                                         | 36.41    |            | 7,096.55  | [REDACTED] |
| 07/01/2021 | utlgas  | Gas - 05/11/21-06/09/21                                                                                         | 26.94    |            | 7,123.49  | [REDACTED] |
| 07/01/2021 | utlsew  | Sewer - 05/13/21-06/11/21                                                                                       | 49.26    |            | 7,172.75  | [REDACTED] |
| 07/01/2021 | utltra  | Trash - 06/01/21-07/01/21                                                                                       | 25.47    |            | 7,198.22  | [REDACTED] |
| 07/01/2021 | utlwat  | Water - 05/13/21-06/11/21                                                                                       | 14.55    |            | 7,212.77  | [REDACTED] |
| 07/01/2021 | payplan | Payment Plan Agreement (07/2021)                                                                                | 242.68   |            | 7,455.45  | [REDACTED] |
| 07/01/2021 | rent    | Rent (07/2021)                                                                                                  | 1,695.00 |            | 9,150.45  | [REDACTED] |
| 07/04/2021 |         | chk# : [REDACTED] Pre-Authorized<br>Payment NSFed by ctrl# [REDACTED]<br>[REDACTED] Non-Transaction Account     |          | 1,937.68   | 7,212.77  | [REDACTED] |
| 07/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 7,287.77  | [REDACTED] |
| 07/08/2021 | nsffee  | Returned check charge                                                                                           | 30.00    |            | 7,317.77  | [REDACTED] |
| 07/08/2021 | ntcf    | Notice Fee for SC state                                                                                         | 50.00    |            | 7,367.77  | [REDACTED] |
| 07/08/2021 |         | chk# : [REDACTED] NSF receipt Ctrl#                                                                             |          | (1,937.68) | 9,305.45  | [REDACTED] |
| 08/01/2021 | utlect  | Electric - 05/20/21-06/18/21                                                                                    | 160.12   |            | 9,465.57  | [REDACTED] |
| 08/01/2021 | utilfee | Fees - Utilities                                                                                                | 9.99     |            | 9,475.56  | [REDACTED] |
| 08/01/2021 | utlsew  | Sewer - 06/11/21-07/15/21                                                                                       | 47.77    |            | 9,523.33  | [REDACTED] |
| 08/01/2021 | utltra  | Trash - 07/01/21-07/31/21                                                                                       | 23.88    |            | 9,547.21  | [REDACTED] |
| 08/01/2021 | utlwat  | Water - 06/11/21-07/15/21                                                                                       | 14.11    |            | 9,561.32  | [REDACTED] |
| 08/01/2021 | payplan | Payment Plan Agreement (08/2021)                                                                                | 242.68   |            | 9,804.00  | [REDACTED] |
| 08/01/2021 | rent    | Rent (08/2021)                                                                                                  | 1,695.00 |            | 11,499.00 | [REDACTED] |
| 08/06/2021 | latefee | Late Fee                                                                                                        | 75.00    |            | 11,574.00 | [REDACTED] |
| 08/11/2021 | ntcf    | Notice Fee for SC state                                                                                         | 50.00    |            | 11,624.00 | [REDACTED] |

|            |          |                                                                                                                    |          |          |           |            |
|------------|----------|--------------------------------------------------------------------------------------------------------------------|----------|----------|-----------|------------|
| 08/20/2021 |          | chk# [REDACTED] ERAP Rental Assistance Payment                                                                     |          | 8,000.00 | 3,624.00  | [REDACTED] |
| 09/01/2021 | utlect   | Electric - 06/19/21-07/20/21                                                                                       | 196.16   |          | 3,820.16  |            |
| 09/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 3,830.15  |            |
| 09/01/2021 | utlgas   | Gas - 06/09/21-07/13/21                                                                                            | 23.15    |          | 3,853.30  |            |
| 09/01/2021 | utlgas   | Gas - 07/13/21-08/11/21                                                                                            | 16.02    |          | 3,869.32  |            |
| 09/01/2021 | utlsew   | Sewer - 07/15/21-08/13/21                                                                                          | 42.85    |          | 3,912.17  |            |
| 09/01/2021 | utltra   | Trash - 07/31/21-08/31/21                                                                                          | 23.88    |          | 3,936.05  |            |
| 09/01/2021 | utlwat   | Water - 07/15/21-08/13/21                                                                                          | 12.55    |          | 3,948.60  |            |
| 09/01/2021 | payplan  | Payment Plan Agreement (09/2021)                                                                                   | 242.68   |          | 4,191.28  |            |
| 09/01/2021 | rent     | Rent (09/2021)                                                                                                     | 1,695.00 |          | 5,886.28  |            |
| 09/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 5,961.28  |            |
| 09/07/2021 | ntcf     | Notice Fee for SC state                                                                                            | 50.00    |          | 6,011.28  |            |
| 10/01/2021 | utlect   | Electric - 07/21/21-08/18/21                                                                                       | 201.69   |          | 6,212.97  |            |
| 10/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 6,222.96  |            |
| 10/01/2021 | utlsew   | Sewer - 08/13/21-09/15/21                                                                                          | 51.05    |          | 6,274.01  |            |
| 10/01/2021 | utltra   | Trash - 09/01/21-10/01/21                                                                                          | 24.95    |          | 6,298.96  |            |
| 10/01/2021 | utlwat   | Water - 08/13/21-09/15/21                                                                                          | 14.99    |          | 6,313.95  |            |
| 10/01/2021 | payplan  | Payment Plan Agreement (10/2021)                                                                                   | 242.68   |          | 6,556.63  |            |
| 10/01/2021 | rent     | Rent (10/2021)                                                                                                     | 1,695.00 |          | 8,251.63  |            |
| 10/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 8,326.63  |            |
| 10/21/2021 | admchbak | Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED]            | 590.00   |          | 8,916.63  | [REDACTED] |
| 11/01/2021 | utlect   | Electric - 08/19/21-09/20/21                                                                                       | 187.66   |          | 9,104.29  |            |
| 11/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 9,114.28  |            |
| 11/01/2021 | utlgas   | Gas - 09/13/21-10/12/21                                                                                            | 23.65    |          | 9,137.93  |            |
| 11/01/2021 | utlgas   | Gas - 08/11/21-09/13/21                                                                                            | 24.04    |          | 9,161.97  |            |
| 11/01/2021 | utltra   | Trash - 10/01/21-10/31/21                                                                                          | 24.14    |          | 9,186.11  |            |
| 11/01/2021 | payplan  | Payment Plan Agreement (11/2021)                                                                                   | 242.68   |          | 9,428.79  |            |
| 11/01/2021 | rent     | Rent (11/2021)                                                                                                     | 1,695.00 |          | 11,123.79 |            |
| 11/03/2021 |          | chk# [REDACTED] :CHECKscan Payment                                                                                 |          | 8,280.78 | 2,843.01  |            |
| 11/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 2,918.01  |            |
| 11/09/2021 | ntcf     | Notice Fee for SC state                                                                                            | 50.00    | 1,118.01 | 2,968.01  |            |
| 11/17/2021 | admchbak | Additional Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED] | 550.00   |          | 3,518.01  |            |
| 12/01/2021 | utlect   | Electric - 09/21/21-10/19/21                                                                                       | 167.99   |          | 3,686.00  |            |
| 12/01/2021 | utilfee  | Fees - Utilities                                                                                                   | 9.99     |          | 3,695.99  |            |
| 12/01/2021 | utlsew   | Sewer - 09/15/21-10/13/21                                                                                          | 45.08    |          | 3,741.07  |            |
| 12/01/2021 | utlsew   | Sewer - 10/13/21-11/09/21                                                                                          | 46.58    |          | 3,787.65  |            |
| 12/01/2021 | utltra   | Trash - 10/31/21-11/30/21                                                                                          | 24.14    |          | 3,811.79  |            |
| 12/01/2021 | utlwat   | Water - 09/15/21-10/13/21                                                                                          | 13.22    |          | 3,825.01  |            |
| 12/01/2021 | utlwat   | Water - 10/13/21-11/09/21                                                                                          | 13.66    |          | 3,838.67  |            |
| 12/01/2021 | payplan  | Payment Plan Agreement (12/2021)                                                                                   | 242.68   |          | 4,081.35  |            |
| 12/01/2021 | rent     | Rent (12/2021)                                                                                                     | 1,695.00 |          | 5,776.35  |            |
| 12/06/2021 | latefee  | Late Fee                                                                                                           | 75.00    |          | 5,851.35  |            |

|            |          |                                                                                                          |          |           |
|------------|----------|----------------------------------------------------------------------------------------------------------|----------|-----------|
| 12/08/2021 | ntcfee   | Notice Fee for SC state                                                                                  | 50.00    | 5,901.35  |
| 12/30/2021 | admchbak | Attorney Fees, Filing Fees, Service of Process - 12/20/21- Eviction Referral, per Invoice no. [REDACTED] | 590.00   | 6,491.35  |
| 01/01/2022 | utlelect | Electric - 10/20/21-11/17/21                                                                             | 93.96    | 6,585.31  |
| 01/01/2022 | utilfee  | Fees - Utilities                                                                                         | 9.99     | 6,595.30  |
| 01/01/2022 | utlgas   | Gas - 10/12/21-11/09/21                                                                                  | 59.83    | 6,655.13  |
| 01/01/2022 | utlgas   | Gas - 11/09/21-12/09/21                                                                                  | 131.02   | 6,786.15  |
| 01/01/2022 | utlsew   | Sewer - 11/09/21-12/10/21                                                                                | 62.99    | 6,849.14  |
| 01/01/2022 | utltra   | Trash - 12/01/21-12/31/21                                                                                | 27.31    | 6,876.45  |
| 01/01/2022 | utlwat   | Water - 11/09/21-12/10/21                                                                                | 18.55    | 6,895.00  |
| 01/01/2022 | payplan  | Payment Plan Agreement (01/2022)                                                                         | 242.68   | 7,137.68  |
| 01/01/2022 | rent     | Rent (01/2022)                                                                                           | 1,695.00 | 8,832.68  |
| 01/06/2022 | latefee  | Late Fee                                                                                                 | 75.00    | 8,907.68  |
| 02/01/2022 | utlelect | Electric - 11/18/21-12/17/21                                                                             | 118.60   | 9,026.28  |
| 02/01/2022 | utilfee  | Fees - Utilities                                                                                         | 9.99     | 9,036.27  |
| 02/01/2022 | utltra   | Trash - 12/31/21-01/30/22                                                                                | 27.31    | 9,063.58  |
| 02/01/2022 | payplan  | Payment Plan Agreement (02/2022)                                                                         | 242.68   | 9,306.26  |
| 02/01/2022 | rent     | Rent (02/2022)                                                                                           | 1,695.00 | 11,001.26 |
| 02/06/2022 | latefee  | Late Fee                                                                                                 | 75.00    | 11,076.26 |

12:04



< All Inboxes **The Salvation Army**



**From:** Taylor Young

<[Taylor.Young@uss.salvationarmy.org](mailto:Taylor.Young@uss.salvationarmy.org)>

**Date:** January 22, 2022 at 10:36:21 AM EDT

**To:** Justin Stoddard <[justynjstoddard@gmail.com](mailto:justynjstoddard@gmail.com)>

**Subject:** RE: The Salvation Army

Good Morning,

There are funds still available for your home that you are able to request but your landlord will need to help with the application process again. Our granters will be happy to help but they must cooperate with us again.

We also received an email about the complaint with the Fair Housing board and would help you with all the info that we collected. We did ask the landlord not to proceed with eviction and that the account have a zero balance after payment. This is why we get the final balance due from them.

Let us know we can be of any assistance. It will take approximately 7-10 business days after we receive word from your landlord but funds are earmarked for your household if you need them.

Taylor Young, MS, MHP

Assistant Director of Social Services  
The Salvation Army of Greenville

417 Rutherford Street, Greenville SC 29609 | p 864 235 4803 ext 66128 | f 864 233 7114



**STATE OF SOUTH CAROLINA**  
**COUNTY OF GREENVILLE**

Kristen Nichols  
Turner, Padget, Graham & Laney, PA  
40 Calhoun St, Suite 200  
Charleston, SC 29401

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Fairview/Austin Summary Court**  
**205 North Maple Street, Suite 4**  
**Simpsonville, SC**

on **March 16, 2022** at **9:30 AM** to serve as a party in a <sup>*Bond Hearing*</sup>~~Bench Trial~~ in the case of:

|                                                                                   |           |                                                       |
|-----------------------------------------------------------------------------------|-----------|-------------------------------------------------------|
| <b>RE: American Homes 4 Rent C/O<br/>Turner/Padget<br/>Kristen Nicole Nichols</b> | <b>Vs</b> | <b>Mildred And Justin Stoddard And<br/>All Others</b> |
|-----------------------------------------------------------------------------------|-----------|-------------------------------------------------------|

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV2310200014, Rule to Vacate.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.**



\_\_\_\_\_  
JUDGE

**Fairview/Austin Summary Court**  
**205 North Maple Street, Suite 4**  
**Simpsonville, SC 29681**  
**Phone: (864) 963-3457**  
**Fax:**

**March 9, 2022**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Mildred And Justin Stoddard And All Others  
117 Eagleston Lane  
Simpsonville, SC 29680

MAGISTRATE SUMMONS

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205 North Maple Street, Suite 4  
Simpsonville, SC

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RE: American Homes 4 Rent C/O  
Turner/Padget  
Kristen Nicole Nichols

Vs

Mildred And Justin Stoddard And  
All Others

PLAINTIFF(S)

DEFENDANT(S)

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Simpsonville, SC 29681  
Phone: (864) 963-3457  
Fax:

March 9, 2022

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

American Homes 4 Rent C/O Turner/Padget  
P.O. Box 22129  
Charleston, SC 29413

MAGISTRATE SUMMONS

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RE: American Homes 4 Rent C/O  
Turner/Padget  
Kristen Nicole Nichols

Vs Mildred And Justin Stoddard And  
All Others

PLAINTIFF(S)

DEFENDANT(S)

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March 9, 2022