



Executive Correspondences 2005

December 7, 2005

The Honorable Glenn Reese
P.O. Box 142
502 Gressette Senate Office Bldg.
Columbia, S.C. 29202

Dear Senator Reese:

I am writing this letter in response to the correspondence received in our office regarding the termination of Mr. Larry Davis. Mr. Davis was employed by New Day Incorporated which owns and operates two affordable housing properties that serve the mentally handicapped. The properties that Mr. Davis was responsible for are not within our portfolio or jurisdiction. Our office has had no prior experience with New Day Incorporated or Mr. Davis however, N & H Enterprises, the company that manages these two properties has a strong track record of performance with our agency.

We will file the correspondence and if we can be of further service, please do not hesitate to contact me.

Thank you,

Eugene A. Laurent, Ph.D.
Executive Director

R. Hutto has the orig ltr. from Sen Reese

Craddock, Ann 6-9005

m: Jennifer Hall [halljen@aging.sc.gov]
nt: Wednesday, December 07, 2005 3:27 PM
To: Craddock, Ann 6-9005
Subject: Ms. Dorothy Monts

Ann:

I wanted to follow up with you on Ms. Monts, because things have changed significantly this week.

Ms. Monts was served with a Notice of Eviction on Saturday because she failed to report to a hearing scheduled on November 29. She didn't think she needed to attend, because her landlord had agreed to work with her the week before. She does not have a written lease, because she refused to have anything in writing when she began renting from Mr. Backman three years ago. Mr. Backman gave her a thirty day notice on November 5, 2005 and that is when she contacted Congressman Wilson's office. Mr. Backman was willing to allow Ms. Monts to continue living in the mobile home until she was able to move into subsidized housing in March/April, however when the Lexington Co. Sheriff's Department served Ms. Monts on Saturday her son because very violent and threatened Mr. and Mrs. Backman. At that time, they decided that they were no longer going to work with Ms. Monts and she would need to be out of the mobile home immediately. There is another hearing on Friday with Judge Rawl in Lexington. We have tried to help Ms. Monts remain in her current home until April, but Mr. Backman felt uncomfortable with his and his families safety and that is understandable.

I have provided Ms. Monts with a listing of available apartments in her price range and in the West Columbia/Lexington area to begin contacting them. I was told that she has been offered a place to stay with her sister until April when she is on the top of the list for subsidized housing.

I just wanted to give you an update on Ms. Monts, because I am sure she will be contacting the Housing Authority concerning the waiting list, etc.

Please call me if you have any questions.

Jennifer Hall
Policy and Program Manager
Lt. Governor's Office on Aging
(803) 734-9878
(803) 734-9887 Fax

12/7/2005



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

November 18, 2006

Congressman Joe Wilson
Second Congressional District
Midlands District Office
1700 Sunset Blvd., Suite 1
West Columbia, South Carolina 29169

Dear Congressman Wilson:

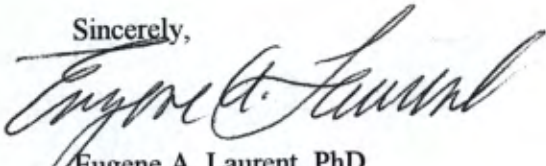
Thank you for your letter in reference to Dorothy S. Monts of Lexington.

We have researched Ms. Monts' situation and have determined that she will be coming up for placement through our Rental Assistance program around March or April of 2006. We have been in contact with the Lieutenant Governor's Office on Aging to enlist possible assistance for Ms. Monts until the State Housing Authority can get her established on our program.

The Lieutenant Governor's Office on Aging has been in contact with Ms. Monts and her landlord, Mr. James Backman. It was decided that Ms. Monts would complete the necessary paperwork for Emergency Rental Assistance and return it to the Office on Aging by November 23, 2006. Her landlord has agreed to allow Ms. Monts to stay in her home until she receives subsidized housing from the State Housing Authority in March or April if she stays current on her rent.

We believe this is the best situation for her since relocating would be difficult with her health problems. Please don't hesitate to contact us for further assistance or if you need additional information.

Sincerely,


Eugene A. Laurent, PhD
Executive Director

12-2-05
No Monts
957-4816

Judi/Jennifer
Aging to call
No Monts to
see if they can
provide add'l
rent assist.



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We believe this is the best situation for her since relocating would be difficult with her health problems. Please don't hesitate to contact us for further assistance or if you need additional information.

Sincerely,

A handwritten signature in cursive script, reading "Eugene A. Laurent", is written over the typed name and title.

Eugene A. Laurent, PhD
Executive Director



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November 18, 2006

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1700 Sunset Blvd., Suite 1
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Sincerely,

A handwritten signature in cursive script, reading "Eugene A. Laurent", is written over the typed name and title.

Eugene A. Laurent, PhD
Executive Director

JOE WILSON

2ND DISTRICT, SOUTH CAROLINA

ASSISTANT MAJORITY WHIP

COMMITTEES:

ARMED SERVICES

INTERNATIONAL RELATIONS

EDUCATION AND THE WORKFORCE

HOUSE POLICY

Congress of the United States
House of Representatives

Barbara

COUNTIES:

AIKEN*

ALLEDALE

BARNWELL

BEAUFORT

CALHOUN*

HAMPTON

JASPER

LEXINGTON

ORANGEBURG*

RICHLAND*

(*PARTS OF)

ERIC DELL

CHIEF OF STAFF

November 14, 2005

Eugene A. Laurent, PhD
Executive Director
SC State Housing Finance & Development Authority
300-C Outlet Point Blvd.
Columbia, South Carolina 29210

Re: Ms. Dorothy S. Monts
225 Backman Street
Lexington, South Carolina 29072

Dear Andy,

I am writing to you on behalf of the above named constituent who has contacted me again regarding housing. Enclosed is a letter from Ms.. Monts further explaining his concerns. Your kind assistance in this matter would be greatly appreciated.

It is an honor to represent the people of the Second Congressional District, and I value your input. Thank you for your time and concern in this and all other matters.

Please respond to the Midlands District Office at 1700 Sunset Blvd., Suite 1, West Columbia, South Carolina 29169, Fax: 803-939-0078.

Very truly yours,

Joe

JOE WILSON
Member of Congress

JW/jmc
Enclosure

MIDLANDS OFFICE:
1700 SUNSET BLVD. (US 378), SUITE 1
WEST COLUMBIA, SC 29169
MAILING ADDRESS: P.O. Box 7381
COLUMBIA, SC 29202
(803) 939-0041
FAX: (803) 939-0078

212 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-4002
(202) 225-2452
FAX: (202) 225-2455
E-MAIL: joe.wilson@mail.house.gov
WEBSITE: www.house.gov/joewilson

LOWCOUNTRY OFFICE:
903 PORT REPUBLIC STREET
P.O. Box 1538
BEAUFORT, SC 29901
(843) 521-2530
FAX: (843) 521-2535

JOE WILSON
2ND DISTRICT, SOUTH CAROLINA

ASSISTANT MAJORITY WHIP

COMMITTEES:
ARMED SERVICES
INTERNATIONAL RELATIONS
EDUCATION AND THE WORKFORCE
HOUSE POLICY

NOV 04 2005

Congress of the United States House of Representatives

COUNTIES:
AIKEN*
ALLEDALE
BARNWELL
BEAUFORT
CALHOUN*
HAMPTON
JASPER
LEXINGTON
ORANGEBURG*
RICHLAND*
(*PARTS OF)
ERIC DELL
CHIEF OF STAFF

Consent for Release of Personal Records by Executive Agencies

Name of Agency: S.C. Housing Authority - Housing

To whom it may concern:

I have sought assistance from Congressman Joe Wilson on a matter that may require the release of information maintained by your agency, and which may be prohibited from dissemination under the Privacy Act of 1974.

I hereby authorize you to release all relevant portions of my records or to discuss information involved in this case with Congressman Wilson or any authorized member of his staff until the matter is resolved.

Dorothy Monts 1-26-45
Name of Claimant- (Please Print) Date of Birth

225 Backman Street Lexington S.C. 29012
Address of Claimant

251 12 9822
Social Security Number VA Claim # or OPM # (if applicable)

Disability 803 957 4816
Telephone Number-Work Telephone Number-Home

Dorothy Monts 10-29-05
Signature of Claimant Today's Date

Please briefly explain your concern: I am on disability - in
(use the back if necessary)

2002 I became ill, so now I have heart
problems, one kidney 25% function - the other one
shrank up, I had a home on 120 Stephanie Dr.
in Lexington I lost it when I became ill. I
haven't been able to pay my bills or housing

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P.O. BOX 1538
BEAUFORT, SC 29901
(843) 521-2530
FAX: (843) 521-2535

TOLL FREE 1-888-381-1442

I need to get my voucher. I applied last February

JOE WILSON
2ND DISTRICT, SOUTH CAROLINA

ASSISTANT MAJORITY WHIP

COMMITTEES:
ARMED SERVICES
INTERNATIONAL RELATIONS
EDUCATION AND THE WORKFORCE
HOUSE POLICY

Congress of the United States
House of Representatives

November 14, 2005

Eugene A. Laurent, PhD
Executive Director
SC State Housing Finance & Development Authority
300-C Outlet Point Blvd.
Columbia, South Carolina 29210

Re: Ms. Dorothy S. Monts
225 Backman Street
Lexington, South Carolina 29072

Dear Andy,

I am writing to you on behalf of the above named constituent who has contacted me again regarding housing. Enclosed is a letter from Ms. Monts further explaining his concerns. Your kind assistance in this matter would be greatly appreciated.

It is an honor to represent the people of the Second Congressional District, and I value your input. Thank you for your time and concern in this and all other matters.

Please respond to the Midlands District Office at 1700 Sunset Blvd., Suite 1, West Columbia, South Carolina 29169, Fax: 803-939-0078.

Very truly yours,



JOE WILSON
Member of Congress

JW/jmc
Enclosure

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HAMPTON
JASPER
LEXINGTON
ORANGEBURG*
RICHLAND*
(*PARTS OF)
ERIC DELL
CHIEF OF STAFF

Barbara
*when is she
living now?
if she is paying
rent could
aging assist?*

NOV 04 2005

Congress of the United States
House of Representatives

COUNTIES:

AIKEN*
ALLENDALE
BARNWELL
BEAUFORT
CALHOUN*
HAMPTON
JASPER
LEXINGTON
ORANGEBURG*
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Telephone Number-Work Telephone Number-Home

Dorothy Mants 10-29-05
Signature of Claimant Today's Date

Please briefly explain your concern: I am on disability - in
(use the back if necessary)

2002 I became ill, so now I have heart
problems, one kidney 25% function - the other one
shrank up, I had a home on 120 Stephanie Dr.
in Lexington I lost it when I became ill. I
haven't been able to pay my bills or housing

I need to get my voucher. I applied last February



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Charles I. Small
Chairman

November 14, 2005

Eugene A. Laurent
Executive Director

Honorable Mark Sanford
Governor
State House
Columbia, South Carolina 29201

Dear Governor Sanford:

I have received your correspondence regarding Ms. Thomasina King of Lee County concerning her Rental Assistance housing problems.

Ms. King resides at Woodside Apartments in Bishopville. We have been in contact with Brenda Collins, Regional Manager for Boyd Management, Inc., and discussed each complaint that Ms. King included in her letter. It appears that the damage listed is primarily tenant damage to the apartment (a copy of her allegations with the response from the management company is attached).

Ms. King was notified by letter dated September 29, 2005 that she was in violation of her lease due to poor housekeeping. The management company also included photos from each inspection to support their findings. She was given until October 13 to correct the violation and was notified that failure to do so could result in termination of her lease. Ms. King failed to correct the situation and on October 19, 2005, she was sent a Notice of Termination of Lease by certified mail. (See attachments)

In addition, Ms. King knew that her rent was due on the first of each month and if not received by the fifth, there would be a late fee. She has known this since she signed her lease in March of 2004.

After reviewing the facts surrounding this issue, the Authority feels that the management company reviewed each issue and made every effort to work with the tenant. Since the tenant chose to ignore the notices she was given, the management company was forced to proceed in accordance with the provisions of the lease agreement.

Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,

A handwritten signature in cursive script, reading "Eugene A. Laurent", is written over the typed name and title.

Eugene A. Laurent, PhD
Executive Director

NOTICE OF LEASE AGREEMENT VIOLATION

DATE: 9-29-05

Thomasina King
210 Roland St. Apt. 5C
Bishopville SC 29010

Delivered by:
First Class Mail &
By Hand to Unit

Dear Ms. King:

In accordance with the provisions of your lease agreement dated 3-1-04, you are hereby notified of the following lease agreement violation:

The paragraph of the lease that has been violated is listed below:

- 1) Paragraph 10 (b.(1))
- 2) Roomhousekeeping
- 3) _____

You are expected to correct this violation by 10-13-05 (14 days from the date of this letter). If you have not corrected violation by that date, you are hereby advised that we may terminate your lease agreement.

Prior to the above date, you may request an informal meeting to discuss this violation. Our office hours are 8:00am to 4:30pm Mon-Fri and you may reach me at Woodside Office. Telephone no. 803-484-5863 TTY no. 1-800-735-2905

You are advised that you have the right to appeal this decision. Your request must be submitted within fourteen (14) days of receipt of this Notice. For further information, call or come by the office.

Sincerely,
[Signature]
Manager for Woodside Apartments

cc: Resident file

"The Fair Housing Act prohibits discrimination in the sale, rental and financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. Federal Law also prohibits discrimination on the basis of age. Complaints of discrimination may be forwarded to the Administrator, HUD, Washington, DC 20250."

NOTICE OF TERMINATION OF LEASE
(Issued after Lease Violation Notice)

Date: _____

Delivered by: Certified Mail
Return Receipt Requested

Thomasina King
210 Roland St. Apt. 5C
Bishopville SC. 29010

Dear Ms. King:

Reference is made to the attached Notice of Lease Violation. You have not corrected the violation as requested in that notice.

You are advised that your lease agreement is terminated and eviction proceedings may be sought through the appropriate judicial process according to State Law at which time you may present a defense.

This termination of occupancy is due to material and/or other good cause violation of your Lease Agreement.

You and your attorney may view your file and copy any information it contains to aid you in your defense. Our office is located at 210 Roland St. Bishopville SC. Regular office hours are 6:00am - 4:30pm - Mon-Thurs and we can be reached at 803-484-5863.

You may choose to voluntarily vacate the premises. If you so choose, you should notify this office and return all keys on the date you vacate. However, if you have not vacated by _____ (30 days from above date), we will seek judicial action.

Sincerely,

Sue New

Manager of Woodsde Apartments

cc: Resident File

Compliance Department - Boyd Management, Inc.
Rural Development District Office

10-18-05
Approved for Termination
of lease
D Walsh

of 10/19/05

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October 13, 2005

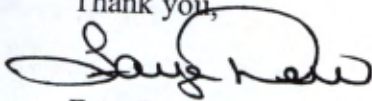
To: Doris Walsh
Compliance Supervisor

From: Faye Dew
Site Manager

Re: Woodside Apartments, Thomasina King Apt. 5C

Thomasina King failed apartment inspections on 9-19-05, She was given 7 days to correct what was wrong in her apartment. I went back to inspect again on 9-26-05 and she had not corrected what was wrong. She was given a lease violation telling her I would be back on 10-13-05. I went in today to inspect and it was worse today than it was on the first inspection. We are requesting termination of her lease.

Thank you,

A handwritten signature in black ink, appearing to read "Faye Dew", written over the printed name.

Faye Dew
Site Manager
Woodside Apartments

505017
RECEIVED

OCT 27 2005

Referred to File CS
Answered Jackson

October 25, 2005

Ms. Thomasina King
1210 Roland Street
Bishopville, South Carolina 29010Ms. Emily Jackson
P.O. Box 12267
Columbia, South Carolina 29211

Dear Ms. Jackson:

Thank you for your interest and help with my housing problems. Following is a list of my concerns:

- There is mold beneath my carpet. The smell of mold is strong upon entering the door of the apartment. - no odor - ~~no odor~~ Steam master - ✓ carpet & cleaned A/C vents/ducts no sign of mildew/mold 2/10/05
- The paint is chipping off all the walls. Lk. hallway, - beginning to rehab
- The doors are off the kitchen cabinets. → Cabinets ~~are~~ doors off - 4th. fl.
- The hot water heater door is off. Retacked 11/4
- The rod for the shower curtain is off. 4th. floors.
- The hinges are falling off the bedroom door. Remounted 11/4
- The closet door is broken. Tenant damage
- The paint is off the stair rail. Management accused my family of scratching it off. I have back problems and have to hold the rail when using the stairs. Painted 1/05
- The gasket broke on the refrigerator door when I was cleaning it. Management says they will charge me for it. New gasket - replaced 6/23/05
- One blind is broken. Management says they will charge me for it. replaced 1/05 & 11/05
- I am required to replace drip pans on the stove. - clean or replace yep - must be clean
- The mirror in the bathroom is cracked. Management says they will charge me for it. Ten. damage

- 2 -

October 26, 2005

- Management refuses to put sealing around the toilet and tub.
covered after Caulder Plumbing came out - children running tub over -
- I had to replace the toilet seat, which was broken, and management was going to charge me for it. - *yes neglect*
- The damages listed above, according to management, will not be repaired until after I move.
- Our rent is due on the tenth of the month. I paid on the 7th and was charged late fees. *rent due on 1st - late on 5th - 6th \$5 late fee*
- Management is planning to bill me for the above damages, for which I was not responsible.

I have been trying to get these problems worked out with management for the five years I have been living in this apartment. I have also sought help through proper channels to no avail.

Thank you again for your help.

Sincerely,

Thomasina King
Thomasina King

5C → 11/05

Painted Living Room + Ceiling
Installed new receptacle + switch plates
Patched sheet rock holes in Living Rm, downstairs hall + @ entry door.
+ bottom of stairwell
Painted downstairs hall wall and entry door
Painted bottom of stairwell
Installed new vertical blind
Patched Kitchen Ceiling
Replaced blind utility Rm.
Replaced Carpet Strip



Barbara

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

October 31, 2005

Dr. Eugene Laurent, Director
South Carolina State Housing Finance and Development Authority
300 Outlet Pointe Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find the enclosed correspondence from Ms. Thomasina King regarding a Section 8 rental property in Lee County. Your review and reply would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Sanford".

Mark Sanford

MS/emj

Enclosure

RECEIVED

NOV 09 2005

EXECUTIVE DIRECTOR

505017
RECEIVED

OCT 27 2005

Referred to file CS
Answered Jackson

October 25, 2005

Ms. Thomasina King
1210 Roland Street
Bishopville, South Carolina 29010

Ms. Emily Jackson
P.O. Box 12267
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- The closet door is broken.
- The paint is off the stair rail. Management accused my family of scratching it off. I have back problems and have to hold the rail when using the stairs.
- The gasket broke on the refrigerator door when I was cleaning it. Management says they will charge me for it.
- One blind is broken. Management says they will charge me for it.
- I am required to replace drip pans on the stove.
- The mirror in the bathroom is cracked. Management says they will charge me for it.

October 26, 2005

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- I had to replace the toilet seat, which was broken, and management was going to charge me for it.
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Thank you again for your help.

Sincerely,

Thomasina King
Thomasina King

Craddock, Ann 6-9005

From: Pearson, Barbara 6-8781
Date: Tuesday, November 01, 2005 8:58 AM
To: 'sueh@emeraldis.com'
Cc: Craddock, Ann 6-9005; Knight, Ed 6-8686; Johnson, Leanne 6-9194
Subject: Grant Information

Dear Ms. Weeks:

In response to your e-mail concerning federal grant programs, I would suggest contacting the US Department of Housing and Urban Development (HUD) directly www.hud.gov to see what federal programs they offer.

In answer to your question of whether we have any programs that would suit your needs, the State Housing Authority has two programs that may be of assistance to you. The Agency administers the Housing Trust Fund for government, non-profits and for-profits. In your instance (assuming you are a for-profit), you would have to own the property. You could then apply to the SC State Housing Authority Trust Fund for a below market loan to refurbish the property. All funds are subject to Housing Trust Fund regulations and all other applicable Authority requirements. There are other criteria to be met under this program and you can view this information at:

http://www.sha.state.sc.us/Programs/Other/Trust_Fund/trust_fund.html. You will want to look under rental properties. Our HOME program may also be of interest to you. You can view the requirements and other pertinent information under rental properties: http://www.sha.state.sc.us/Programs/Other/HomeInvest/HOME_2005/HOME_2005.html

You may also want to try the link www.grants.gov. This has a comprehensive listing of government grants-including housing.

I hope this information has been of assistance to you and if you have any additional questions, please do not hesitate to contact me.

Barbara Pearson
SC State Housing Authority
(803) 896-8781
e-mail: Barbara.Pearson@schousing.com

Craddock, Ann 6-9005

From: sue weeks [sueh@emeraldis.com]

Date: Monday, October 31, 2005 12:54 AM

To: Laurent, Andy 6-9006

Subject: [NEWSENDER] - - Message is from an unknown sender

Do you administer any federal grant programs for individuals to purchase and/or rehab houses in the following:

Declining areas specifically Ware Shoals, South Greenwood
Small towns specifically Ware Shoals, Abbeville, Greenwood

I am currently considering two rental properties in Ware Shoals but the properties which are part of the old Riegel Mill community need improvements (weatherization) to make them more comfortable for the tenants.

If this office can't help, could you direct me to the proper one?

Thanks,
Sue Weeks

10/31/2005



Barbara

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

October 31, 2005

Dr. Eugene Laurent, Director
South Carolina State Housing Finance and Development Authority
300 Outlet Pointe Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find the enclosed correspondence from Ms. Thomasina King regarding a Section 8 rental property in Lee County. Your review and reply would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in black ink, appearing to be "Mark Sanford".

Mark Sanford

MS/emj

Enclosure

RECEIVED

NOV 09 2005

EXECUTIVE DIRECTOR

505017
RECEIVED

OCT 27 2005

Referred to

Answered

file CS
Jackson

October 25, 2005

Ms. Thomasina King
1210 Roland Street
Bishopville, South Carolina 29010

Ms. Emily Jackson
P.O. Box 12267
Columbia, South Carolina 29211

Dear Ms. Jackson:

Thank you for your interest and help with my housing problems. Following is a list of my concerns:

- There is mold beneath my carpet. The smell of mold is strong upon entering the door of the apartment.
- The paint is chipping off all the walls.
- The doors are off the kitchen cabinets.
- The hot water heater door is off.
- The rod for the shower curtain is off.
- The hinges are falling off the bedroom door.
- The closet door is broken.
- The paint is off the stair rail. Management accused my family of scratching it off. I have back problems and have to hold the rail when using the stairs.
- The gasket broke on the refrigerator door when I was cleaning it. Management says they will charge me for it.
- One blind is broken. Management says they will charge me for it.
- I am required to replace drip pans on the stove.
- The mirror in the bathroom is cracked. Management says they will charge me for it.

October 26, 2005

- Management refuses to put sealing around the toilet and tub.
- I had to replace the toilet seat, which was broken, and management was going to charge me for it.
- The damages listed above, according to management, will not be repaired until after I move.
- Our rent is due on the tenth of the month. I paid on the 7th and was charged late fees.
- Management is planning to bill me for the above damages, for which I was not responsible.

I have been trying to get these problems worked out with management for the five years I have been living in this apartment. I have also sought help through proper channels to no avail.

Thank you again for your help.

Sincerely,

Thomasina King
Thomasina King

Craddock, Ann 6-9005

From: Williams, Valarie 6-9292
t: Friday, October 14, 2005 9:04 AM
To: Craddock, Ann 6-9005
Subject: FW: Donnie Tyndall

FYI

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

From: Spurlock, Claude 6-9396
Sent: Friday, October 14, 2005 8:20 AM
To: Williams, Valarie 6-9292
Subject: RE: Donnie Tyndall

I have talked with Mr. Tyndall, explained our programs and informed him of what is available to him and emailed him additional information. After discussing his financial situation and finding out that he also receives a Home Voucher each month. (He makes \$1,500 a month, receives 125.00 a month in Child support that is not court ordered so it cannot be counted as income to qualify for the loan and the \$300. voucher, he stated that his credit is good. He is a single dad and has 3 of his 6 children living with him.) I sent him back to Wachovia to discuss the Homeownership Voucher program with his Wachovia Loan officer and told Mr. Tyndall to have his loan officer call me to discuss the details of the program. Wachovia is one of our 3 lenders currently approved to do use the Voucher as part of their income to purchase a home. Let me know if you have any questions.

Claude

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

From: Williams, Valarie 6-9292
Sent: Thursday, October 13, 2005 4:22 PM
To: Spurlock, Claude 6-9396
Subject: Donnie Tyndall

Claude,

Can you give me an update as to what if anything has been done?

11/3/2005

Craddock, Ann 6-9005**From:** SingleDadinSC@aol.com**Date:** Tuesday, October 11, 2005 6:48 AM**To:** Laurent, Andy 6-9006**Subject:** [NEWSENDER] - (no subject) - Message is from an unknown sender

A few months ago I contacted a few people wanting info on buting a home for myself and family and at the time I thought I had people that were willing to help me but i found that maybe I went at it the wrong way. The first that I was told could help was the USDA so I contacted Alvin Hurst at the local USDA service center and it started out great I was pre aproved for a 98,000.00 home and found a very nice home thru a friend for 30,000.00 less than I was told to look for. Alvin Hurst came to look at the home and I was told I could get it but the home would need some work to bring it up to the USDA code. So for the next 3 weeks I worked very hard with the home owner at the time to get the home ready thinking I would own it soon so I made sure the work was done right. After all the work me and my 3 kids did to what thanks to Alvin Hurst was thought to soon be our home we had the home looked at by an inspector and appraiser and was told i could no longer get the home because the value was more than 110,000.00 even if I was getting the home for 60,000.00 so I was left with the task of breaking my kids hearts telling them they were not moving because we did to much work on the home and made it to nice for the USDA to help me buy for them and the shame of neighbors that knew I had worked my kids on a home and got them excited about a home that wasnt theres but just a blind lie. and now for strike 2 was with the SC housing and Wachovia bank once again after being told by State houseing and or HUD and Wachovia bank that I could buy a home for no more than 70,000.00 I started looking and feeling safe about it I used money family and friends gave me to help buy the home and move to get an inspection and work done on another home and pay Wachovia \$75.00 for the fee and getting further in the hole doing work on the home myself they also told I couldnt get it so once again I was given the job of hurting my kids feelings by not getting the home and had to pay back most of the money that was given to me. I dont really know what more I can do but I have all but lost trust in most people dealing with me so far and claiming to be helping but now its known they only hurt a Disabled single dad that was doing the best he could for his family. I have contacted a few news stations for advise on help they may can give me but all they can do is a story about the heartaches dealing with Gov assistance. So if you can please contact me so I can find other ways of making this work for my family. My phone number is 843-616-2937 address is 301 nth 6th ave Dillon SC 29536

Thanks

Donnie Tyndall

*for +
personal
contact
Claude Spaulock*

Craddock, Ann 6-9005

To: Pearson, Barbara 6-8781

Subject: FW: [NEWSENDER] - information - Message is from an unknown sender

Hi Barbara... could you gather some info to respond to this lady? thx

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

From: samantha hicks [mailto:shicks94@yahoo.com]

Sent: Thursday, October 06, 2005 8:53 PM

To: Laurent, Andy 6-9006

Subject: [NEWSENDER] - information - Message is from an unknown sender

Hi my name is Samantha Hicks and I live in Myrtle Beach SC. I wanted to know if there is any information that you may be able to give about where to look for any gov't grants for buying a home. My credit isn't in the best standing but that is due to my carelessness in the past. Well I have a son who just turned three and I would like for him to grow up in his own yard. Now I am a single mother and I know it will take work but if work is the price I pay to give my son a better home then that is the price I am willing to pay. Can you please give me any information there is and yes I am on section 8 now but I can't call it my own until I own it.

Please Help,
Samantha Hicks.

My address is
3941 Halyard Way
apt D2
Myrtle Beach, SC 29579

10/7/2005

Craddock, Ann 6-9005

From: Pearson, Barbara 6-8781
Date: Thursday, October 06, 2005 11:43 AM
To: 'nysapphire@juno.com'
Cc: Laurent, Andy 6-9006; Knight, Ed 6-8686; Rivers, Lisa 6-9384
Subject: Gordon Home

Dear Ms. Gordon,

In response to your e-mail sent to Dr. Eugene Laurent concerning your home, I am responding on his behalf. The Housing Authority always prefers a person's homeownership experience be a positive one and we regret you are having a problem.

In reviewing your file, I see you purchased your home in September 2002. In April of 2002, an appraisal was done on the property and it revealed that it needed some cosmetic work but no major deficiencies. The appraisal also stated that it was typical wear and tear for its age, quality and condition and recommended a home inspection prior to purchase in order to protect the borrower. However, this is not a requirement for a State Housing loan.

You notified the State Housing Authority in February 2003 that a home inspection had been completed and there were problems noted. A recent review of the property revealed the house does need some basic repairs, but is still livable. In reference to the water damage, if you bought coverage at closing for termite or water damage, it may be possible to contact the termite company that wrote the bond for some corrective action.

If you have any further questions, please do not hesitate to contact me at (803) 896-8781 or Barbara.Pearson@schousing.com

Sincerely,

Barbara Pearson
Public Information
SC State Housing Authority
300-C Outlet Pointe Blvd.
Columbia, SC 29210

Craddock, Ann 6-9005

From: Pearson, Barbara 6-8781
At: Monday, October 03, 2005 2:09 PM
To: Craddock, Ann 6-9005
Subject: Hattie Gordon

Ann, I have attached a response to Hattie Gordon for Dr. L's approval. Lisa verified that she is over the 80% income level which is not considered low or very low income. She made \$36,000 in 2002 and in Marlboro County the 80% or below income is \$25,950. That makes it hard to refer her to a non-profit for assistance.

Also, here are some facts after an assessment by Bill Turner.

1. Due to the abandonment and lack of ongoing homeowner maintenance the house has deteriorated but not to the point that it is not livable.
2. The mold Ms. Gordon spoke about is caused in one area of the house caused by a leak around the turbine vent which is apart of the ventilation in the attic area.
3. There are areas of the unit that perhaps if she had followed the recommendation of the Authority to have an inspection preformed on the unit it would have come to light of the water issues and damage along the addition at the back of the house.
4. She also purchased the house without a central and heating air system that would evenly circulate the air flow within the house not only for the obvious but would have helped with issues such as condensation and ventilation.
5. The other issue is the amount of overgrown shrubs and weeds that are holding moisture.
6. There is appropriate insulation in attic.
7. Bill has commented that a basic cleaning and maintenance she could possible sale the unit for the mortgage however the unit is in a secluded neighborhood out in the middle of you know where so this may also contribute to the ability to sale.

Let me know of any changes he has. This has been approved by Val.

Thanks

Barbara Pearson
Public Information
SC State Housing Authority
300-C Outlet Pointe Blvd.
Columbia, SC 29210
896-8781

10/6/2005

From: HATTIE O GORDON [nysapphire@juno.com]
Sent: Tuesday, September 20, 2005 11:32 PM
To: Laurent, Andy 6-9006
Subject: purchased bad home

Dear Mr. Laurent:

Four years ago i purchased a home through scsha. i moved in and found, even though i was told that the house had been inspected by the realtor, that the house should have been condemned and not sold. i had recently moved to sc from nm and wanted to put down roots and purchase a home.

i paid in excess of 62000 for the home, put out 10000 in improvements within the first six months and then found that it would take another 60000 to bring the house up to code. it also had termites and mold, causing myself and my son serious health problems to the tune of 56000 in medical bills.

approximately two years ago, i had to move out because of health problems. in short list, it needs new electrical, windows, foundation raised, plumbing, mold removal, water damage, a new roof, there is no insulation and a host of other problems.

i feel that i was not protected in my purchase of this home and that my contract says that i will live there for 11 years. as previously stated, i have not been able to go back into the house in the last year and a half. also i am still paying the mortgage while having to rent another place to live.

i am low income. i would never have purchased a fixer upper or needs repairs type home. i felt that i was purchasing a home that my family and i would be safe in. i did not understand, and still do not, how a loan for over 62000 for a home could be processed on a piece of property that had not even been inspected. i feel also that i was hung out to dry being new to town and not knowing anyone to rely on.

i also felt that the realtor, after initial conversations with him, should have been honest in the information that he was giving to me regarding inspections and the condition of the home. right now i am stuck with a house that i will never be able to live in and cannot afford to fix.

when i previously called scsha, right after purchasing the home, i was told that you only lend money and that it was not your department's problem but that you still wanted your mortgage money. right now i have been put in a position where i can no longer afford to pay for this house. my credit is going to be ruined because of it and i feel there is no recourse for someone who has obviously been done wrong.

i'm not sure if there is anything that scsha can do to assist me with this problem or if you even wish to, but when people work hard each day, keep their credit in good shape, save over years to afford a home (which should be the American dream, and then get put in this type of situation it turns the American Dream into one's personal nightmare. i cannot live in the one i have nor can i afford to purchase another one.

this is truly an unfair situation that i should not have experienced. the last three years in sc have been a nightmare. because of the mold, i have also lost all of my personal belongings that were taken into the house.

maybe there is something that you can do (if not for me) to protect

people in the future from having to experience such a traumatic experience of purchasing a home, being lied to and having to loose the home that they have worked so hard to purchase.

thank you.

hattie o. gordon

Craddock, Ann 6-9005

From: Rivers, Lisa 6-9384
Sent: Friday, September 30, 2005 10:14 AM
To: 'jbreenen@carolinabank.net'
Cc: Williams, Valarie 6-9292; Laurent, Andy 6-9006
Subject: RE: [NEWSENDER] - Matthew L. Breeden

Mr. Breeden,

I am sorry to hear that your son is having home issues. New homes are usually provided with a 10 year Homeowner Warranty. I would encourage your son to review the paperwork he received at closing and get in touch with the warranty company. The builder will usually step up his efforts to correct issues once the warranty company has been contacted and begins to question the builder. SC Housing does not have a provision to exert influence over the builder however, please let me know if there is anything else we can do to assist your son in this matter.

Sincerely,

Lisa

Lisa E. Rivers, CPM
 Director, Homeownership
 South Carolina State Housing Finance and Development Authority
 300-C Outlet Pointe Boulevard, Columbia, SC 29210
 (803) 896-9384
 lisa.rivers@schousing.com

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

From: Laurent, Andy 6-9006
Sent: Wednesday, September 28, 2005 2:40 PM
To: Williams, Valarie 6-9292
Cc: Rivers, Lisa 6-9384
Subject: FW: [NEWSENDER] - Matthew L. Breeden - Message is from an unknown sender

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

From: Jbreenen [mailto:Jbreenen@carolinabank.net]
Sent: Wednesday, September 28, 2005 2:11 PM
To: Laurent, Andy 6-9006
Subject: [NEWSENDER] - Matthew L. Breeden - Message is from an unknown sender

Mr. Laurent, my son purchased a newly constructed home in October of 2004. The loan was underwritten by the State Housing Authority and was originated by my mortgage loan department. The builder, Keystone Homes, Inc., is out of Augusta, GA, but the home is located in N. Augusta in a subdivision consisting of all new homes. The builder originally agreed to a 6 and 12 month walk-thru to make certain needed issues could be resolved. There are some issues they are now refusing to deal with. My question to you is, does your organization have a provision for exerting influence where properties you have financed have issues which the builder is not willing to make right? The Department of Consumer Affairs and the Residential Builders Commission are on my list to contact, but I decided to tough base with you first. Any assistance or guidance from you will be appreciated.

Joseph C. Breeden, Jr.
 Vice President
 Carolina Bank
 PO Box 677
 Bennettsville, SC 29512
 843-479-3801
 843-479-2741(Fax)

9/30/2005

Craddock, Ann 6-9005

From: Pearson, Barbara 6-8781
t: Thursday, September 15, 2005 9:21 AM
To: Craddock, Ann 6-9005
Subject: Response to Amanda Hedges

Ann, below is my response to Amanda Hedges per Dr. L's request. Let me know if there are any changes and I will send.

Thanks,

Barbara

Dear Ms. Hedges, thank you for your interest in the South Carolina State Housing Authority. On behalf of Dr. Eugene Laurent, I am responding to your request for information on our Homeownership Program. From your e-mail, I have determined your income would qualify you for Option I, but since you are a single parent **you are eligible for the Option II fixed interest rate** which is currently 4.99% (See attached Rate Sheet). Please be advised that the State Housing Authority does adjust interest rates according to the market. Since your income limit is above 80% of the median income for the county in which you wish to locate, you will be eligible for \$2,000 in down payment assistance (See attached First Mortgage Program with \$2,000 Assistance). A down payment assistance loan acts as a second mortgage. The interest rate on down payment assistance loans is 4% and payments on this will not begin until the third anniversary of the first payment on the first mortgage. No interest will accrue during that time.

I have also attached a list of our Participating Lenders and Brokers. I would suggest making an appointment with one of these institutions and discuss the fact that you wish to purchase a home utilizing the State Housing Authority Single Parent Program. They will talk with you further about how much house you can afford based on your income and other debts you may have. These are just a few in the Charleston area:

Homeowners Mortgage – Julie Mackowski (843) 763-2008
Countrywide Mortgage – Virginia Smith (843) 402-5848
DHI Mortgage – Diane DeGarady (843) 388-8809
Of course, these are many more in your area you may want to consider.

As a further step, you may want to take a look at your credit report. You can get a free copy of your credit report from several sites such as www.freecreditreport.com

We do have a Homeownership Envelope that is very valuable in collecting items needed to take to your lender. On the outside, it lists the items you will need to take to your lender or broker. If you would like to have one of these envelopes, please contact me at (803) 896-8781 or Barbara.Pearson@schousing.com. and provide your mailing address.

If we can be of any further service, please do not hesitate to contact us. Good luck to you and your family in locating a home.

Barbara Pearson
Public Information Specialist
SC State Housing Authority
300-C Outlet Pointe Blvd.
Columbia, SC 29210
896-8781

9/15/2005

Craddock, Ann 6-9005

From: scbell22@aol.com

t: Wednesday, September 14, 2005 2:40 PM

To: Laurent, Andy 6-9006

Subject: [NEWSENDER] - SC State Housing Authority - Message is from an unknown sender

Mr. Laurent,

I am very interested in learning more about purchasing a home through the State Housing Authority. I am a divorced single parent in search of a new home in the Lowcountry. I have not purchased a home previously.. although my husband did own a home that due to unforeseen cirucumstances I was unable to have a share of, etc.. in the divorce.

I have read your website over and over to make sure I understood the program and that I would qualify for the lower interest rate and down payment assistance loan.

As I previously mentioned, I am a single mother living in Goose Creek, SC. I am the controller/finance manager for a local construction/trucking company in the Charleston area. I make \$42,000/year plus a minimum amount monthly in child support. I rent a house at the moment and am tired of throwing away money each month, but will admit I am very apprehensive of the thought of purchasing "my own" home for my son and myself. I believe that this program would benefit me greatly due to the great interest rate and the help with the down payment. I have slowly begun my search for a new home and have had a few catch my eye, but would like to know if I qualify before I go any further.

Thank you for your time and I look forward to hearing from you in the near future.

Aronda Hedges

9/15/2005

Quanita Burdick
PO Box 2202
Walterboro SC 29488

Sept 9, 2005

Eugene Laurent
SC State Housing Authority

Dear Sir:

Re: Cambridge Pointe, Walterboro SC.

A meeting was held today at 10:00

All complaints were addressed. The Residents
were very happy with results.

Sincerely,

Quanita

cc: Roger Jones
cc: Press and Standard
cc: Mayor of Walterboro

RECEIVED
SEP 12 2005
EXECUTIVE DIRECTOR



Juanita Burdick
208 S Lucas St.
Walterboro, SC 29488



Eugene Laurent.
5c State Housing
300c District Pointe Blvd
Columbia SC 29210

29210-5652



Val

Juanita Burdick
PO Box 2202
Walterboro SC 29488

843-549-7108

September 5, 2005

Eugene A. Laurent
Executive Director
SC State Housing Authority
300-C Outlet Pointe Blvd
Columbia SC 29210

Dear Sir:

Please find enclosed a copy of a letter sent to Roger Jones, owner of CAMBRIDGE POINTE APARTMENTS, Walterboro's only senior citizen apartment complex.

I am requesting on behalf of the seniors that Mr. Jones clean up the problems at this complex.

Any thing you can do to aid in these problems, please let us know.

Sincerely,

Juanita

Juanita

RECEIVED

SEP 07 2005

EXECUTIVE DIRECTOR

Val

Juanita Burdick
PO Box 2202
Walterboro SC 29488

843-549-7108

September 5, 2005

Eugene A. Laurent
Executive Director
SC State Housing Authority
300-C Outlet Pointe Blvd
Columbia SC 29210

Dear Sir:

Please find enclosed a copy of a letter sent to Roger Jones, owner of CAMBRIDGE POINTE APARTMENTS, Walterboro's only senior citizen apartment complex.

I am requesting on behalf of the seniors that Mr. Jones clean up the problems at this complex.

Any thing you can do to aid in these problems, please let us know.

Sincerely,

Juanita

Juanita

RECEIVED

SEP 07 2005

EXECUTIVE DIRECTOR

Juanita Burdick
PO Box 2202
Walterboro SC 29488

September 5, 2005

Roger Jones
Companion Associates Inc.
145 King St Suite 407
Charleston SC 29401-2231

Dear Sir:

Subject: Cambridge Pointe Apartments Walterboro SC

I am writing on behalf of a group of senior citizens who live at Cambridge Pointe.

First of all, let me say that I have been very disappointed with the way our senior citizens and disabled have had to live at your apartments.

I WILL LIST FOR YOU SOME OF THE CONDITIONS IN WHICH THEY LIVE UNDER:

- 1: Office staff is never in except on rent day and even then our seniors have to constantly call to find out when someone is coming to collect the rent.
- 2: There is no contact person for emergencies. They have had no response, except from police.
- 3: Garbage is always overflowing, because the trash is not picked up in a timely fashion.
- 4: Repairs for our senior's apartments is only done after all other repairs are done at your apartments at Forest Pointe. Sometimes it takes weeks and some have never been done.
- 5: The elevator has and is being constantly urinated in by one of your tenants.
- 6: Food is constantly thrown out onto the grounds attracting wild animals such as raccoons.
- 7: Cars have been broken into.
- 8: Security: there is none. One senior was broken into right after moving in there. There has been no arrest concerning this matter.
- 9: Trash and debris are thrown everywhere including onto the roof where even today there is a planter for outened cigarettes on the roof over the main entrance.
- 10: Drugs are constantly being sold out of these apartments and some arrests have been made.
- 11: Small children are living here; the apartments are advertised for Seniors 55 and older.
- 12: Tenant passed out drunk on grounds.

THESE COMPLAINTS ARE ONLY A FEW THAT NEED TO BE DEALT WITH. This is not the first time they have contacted you or your management, but nothing has been done.

September 4, 2005

Now I want to address our more serious complaint: Seniors living under Harassment and Sexual Harassment

You have one tenant who has been constantly making statements to female seniors such as:

I constantly am daydreaming about having sex with you.

No one had better try to get me out, because they'll pay for it with their life.

This tenant has also been trying to look in their windows and knocking on their windows late into the night.

This tenant also watches and follows the female seniors around.

This tenant has slipped a sexual note under at least one female's door.

This tenant name is Mike LADISON apt# 209

ALL OF THESE THINGS HAVE BEEN BROUGHT TO YOUR ATTENTION AND YET NOTHING HAS BEEN DONE.

NOW WE WANT SOMETHING DONE ABOUT THIS. A LOT OF SENIORS ARE GETTING READY TO LOOK FOR OTHER PLACES TO LIVE AS WELL AS THEIR FAMILYS WANT THEM OUT OF

THERE IF THIS IS GOING TO CONTINUE.

HARASSMENT AND SEXUAL HARASSMENT IS AGAINST THE LAW EVEN IN THE LIVING SPACE.

IT IS UP TO YOU AS THE OWNER TO TAKE CARE OF THIS, YOU ARE RESPONSIBLE TO TAKE ACTION WHEN YOU HAVE THIS KNOWLEDGE. DO YOU WANT TO LOSE ONE OR DO YOU WANT TO LOSE 10.

Your management has said there is nothing you can do, however this manager herself will not be in the same office alone with this person.

If you do not clean up your apartments and get rid of the harassment and sexual harassment going on I will have to seek legal aid on behalf of my mother-in-law and other tenants.

PLEASE FIND THE FOLLOWING NAMES, YOUR APARTMENTS RENTERS WHO STATE THAT ALL THESE STATEMENTS ARE TRUE AND WHO WANT TO KNOW WHAT YOU ARE GOING TO DO ABOUT THIS.

NAME	APT #	PHONE
Mary Hall	101	843-549-2507
Virginia Burdick	107	843-549-9260
Ruth Evans	109	843-549-5827
Betty R. Shyu	201	843-542-2915
Lydia Fisk	210	843-549-2496

September 4, 2005

NAME	APT	PHONE
Desiree W. Jordan	306	549-6480 or 844-7480
John W. Jordan Sr	"	" " " " " "
Ernest D. Corrick	416	549-6405
Jay C Osborne	302	549-5602
Mildred Andersen	105	549 2919
Mary Williams	103	549 5106
Cynthia L. Fay	402	909-5611

WE WILL BE AWAITING YOUR RESPONSE.

Sincerely,

Juanita Burdick

cc: SC State Housing Authority

cc: Major of Walterboro

cc: The Press and Standard(Editor)

Both rec'd shorten copy
No personal info given at.

This was a card put under
Mary Hall's door Apt 101

(Mikel saying "Having Dreams"
about her.

Mikel
House

Dreams

6/11/1

542-9988

①

This is A Report About
Mikel Donald LADSON

He has repeatedly said Sexual
Things To me. He said The size
of his private space, A number of
Times. He said he Likes Oral Sex.
He said how about me give him my
underwear. ^{A lot of times,} He would see me in The
hall and say these things to me,
A lot of times. He would just blurt
these things out. I wouldn't even be
paying attention to him, and he would
say these things. He watches me walk
and said I was shaking it for him.
And sometimes yell it out.
He asked what my private space looked
like, and what he wanted it to look like.
He said when he had sex with a woman,
he wraps around her like a snake.
And that he likes his breasts sucked.
He would wait til I was by myself. Or
he would call me up. He got my phone
number off the back of the Aron book
when I use to sell Aron. I had my
phone number changed, because he would
have ~~sex~~ me, anytime late at night, and
1, 2, 3, 4, o'clock in the morning.

next page

(2)

He would CALL ^{ANY} ANYTIME he WANTED to CALL me, IT didn'T MATTER WHAT Time IT WAS. I KePT TELLing him NOT To CALL me, He would Keep CALLing me even more Times When I would ANWser he would hang-up ON me. I would CALL him BACK AND Tell him NOT To CALL me. He would CALL me ANYWAY. He would CALL AND ACT Like he's hAVING Sex with himself. THAT I made him have AN erection, So I should have Sex with him.

He has STalked me ALOT, He has Went to the Store WHEN ~~HE~~ I WENT To the Store, Sometimes I WALK out of the Store, beCAUSE he STARES AT me, IN AN evil WAY. He LISTENS AND Sees WHEN I LEAVE my APARTMENT, Sometimes he's ON the STAIRWAY Leading To my APARTMENT. He LISTENS To hear AND See who comes to my APARTMENT, He has KNOCKED AT my WINDOWS, AND Tried To Look IN my WINDOWS.

He Told these Women here AT Cambridge Point THAT I WAS his girl Friend. And he Told MANAGEMENT here THAT we had A PERSONAL relationship with each other.

NEXT PAGE

(3)

I've had no relationship with him except that I am a Neighbor, THAT'S ALL. I live in 109, He lives in 209, He lives right over my Apartment. He plays his Stereo loud, and his T.V. IT sounds like the sound is right in my Apartment. I ^{called} ask him to cut it down. He cuts it up louder. He stomps around his Apartment making all kinds of noise. And this is at Night, and at the wee hours of the morning. My ceiling has got places ⁱⁿ it where he has walked to hard. IT sounds like he going to drop down through the ceiling. Sometimes it frightens me, Because it's so loud, Sometimes I'll be asleep, it'll wake me. He Falls down a lots, because he drinks a lot. IT'S loud when he Falls down. He Takes naps in the day, and stays up all Night.

I said to him, why don't you do the decent thing and not say these things to me, or the women at Cambridge. I'm a Christian woman and I don't appreciate hearing these things. He said that me and these women had a problem with our Sexally, that he would.....

(4)

SAY AND do what he pleased. Because he WAS in The Service, and They Told him WHAT to do AND SAY, So he would SAY AND do WHAT he FELT LIKE SAYING. I SAID you will probably be put out of the Apartment complex, by being THAT way. And he SAID you're be put out of here before I will. I'll sue them AND they know it. I CAN get AWAY with ~~any~~ ANYTHING because of who I am. He SAID he WAS in The Service, AND he fought For This Country, AND people WAS going To respect him, I SAID what you're doing AND SAYING is wrong. He SAID he's done wrong plenty of Times before AND he's gotten AWAY with it, he SAID because of who he is, AND what he will do if People disagree with him, He SAID they know better, Because they are scared, AND he knows it. He SAID, they just Let him do As he pleases, whether it is wrong or not.

Ruth Evans (JB)

Apt 109

To whom this may concern
 This is a recounting of my encounter
 with Michael a resident of Cambridge
 Parks where we both live.

I met Michael casually after moving
 here in last week of June 12004.
 I was walking down Maple Street one
 day, he was walking there also. I spoke
 to him, he invited I had tea just
 several blocks of I just moved into an
 apartment had to go. I walked onto the
 grounds he was talking. I sat down
 on bench he went to on casually
 talking I felt a bit uneasy as he wouldnt
 go on to the place I left went to my apt.

Later he saw me carrying bags of stuff to my place; he helped me get bags to my place on the fourth floor at apartment (402) & I thanked him. He wanted to give me ~~the~~ five phone numbers & ways to call him that he got from someone. I told him I didn't call men, didn't need to talk to him, & refused to give him my number.

The next time was a house call. The same day at my door, he commented he didn't need to come in, he didn't want ask or anything. Then ask for my number, I said ~~Michael~~ Michael you don't need my number, I don't care to

talk to you or you better not mess
with me because I will hurt you.
You need to just go.

The next thing I came out of office an
there he was I smelled alcohol as he
approached me, he wanted me to go
out on table at the concrete table an ~~the~~
kitchen. I said I needed to go up to my
apartment for a moment then I had to
place an stamp, I saw him later morning
around the grounds staying around
a bit an looking up I felt to my place
later that evening I was sitting on the
side of my bed reading I heard something
hit the building just next to my bedroom
window sounding like a bullet or a
he be ~~that~~ shot, I thought they w. at the door

④

what would a person want to shoot up
here for. Then I thought of Michael, he
seemed to make me feel uneasy, as I had
encountered him. He seemed friendly, the
alcohol was another red flag. He seemed to
want to dominate, an wife I had seen alcohol
problems before in ~~other~~ a prior marriage.
I spoke to him in a loud, forceful
tone in telling him I didn't want to talk
on the phone or any other way. I said I
didn't want to talk to him, that I just
wanted to be by myself where I was
~~and~~ ~~particular~~ in content. I feel Michael is irritable. I would
not feel safe around him. I wish he

could be just asked to leave or stay in
the place or not go around women here, (5)
I ran to my living room window, looked
around outside to see where the bullet
came from. The night that happened
I am sure. but I couldn't help think
Michael - The was drinking that day and
I guess he had gotten mad or was
wishing to hurt me. Remembering the
alcohol, I decided to ~~stop~~ just
try to rest with the air presence.
I see him as a threat to at least to the
women here. He ~~is~~ I think is an
unstable person and is in need of
help.

There is an account of the situation
that I know of Michael to the best of
my memory. I wish him no harm
but to get home safe and leave there
because I see him as a threat to our
peace in our living here. He I see as a
predator.

Cynthia J. Fox
Sept. 85



**WALTERBORO POLICE
DEPARTMENT
WALTERBORO, SC
ORI: SC0150100**



Case Status: Open

Case Number: 0500245

Case Status Date: 2/18/05

Main Incident Description

Location: 116 NEYLE STREET, WALTERBORO, SC 29488

Start Date: 2/18/05 **End Date:** 2/18/05 **Disp Date:** 2/18/05 **Time Arrived:** 10:25
Start Time: 10:25 **End Time:** 10:25 **Disp Time:** 10:25

NCIC INQ? False **NCIC INQ Date:** **NCIC ENTD?** False **NCIC ENTD Date:**
Subject Identified? True **Subject Located?** False
Patrol Zone: **Division Assignment:**
Officer Assigned:

Offense Type:

Offense Type: Peeping Tom {90H}

Statute:

Location Type: Residence/Home

Completed: True **Method of Entry:**

Entered:

Bias Motivation: None

Type of Criminal Activity 1:

Weapon Type 1:

Type of Criminal Activity 2:

Weapon Type 2:

Type of Criminal Activity 3:

Weapon Type 3:

Location Type 2:

Apartment/Condominiums

Special Circumstances 1:

Special Circumstances 2:

Special Circumstances 3:

Gang Activity:

OFFENDER: LADSON, MIKEL

Aliases:

Race: B	Sex: M	Height:	Weight:	Ethnicity: N
Hair:	Eyes:	Glasses:	Complexion:	Build:
Facial Hair:	Skim:	Teeth:	Resident: This Jurisdiction	
DOB:		SSN:		
SID #:		FBI #:		
Driver's License #:		License State:		
Place of Birth City:		Place of Birth State:		
Special DOB:	Age Range	Age Range From: 45	To: 55	
Day Phone:		Evening Phone:		

Suspected of Use 1: None

Suspected of Use 2:

Suspected of Use 3:

Type 1:

Type 2:

Type 3:

EmployerOrOccupation:

Student:

School:

Maiden Name:

Drug Activity:

Drug Type:

Address Information

Address Type: Physical

Street 1: 116 NEYLE STREET

Street 2: APT. # 209

City: WALTERBORO

State: SC **Zip:** 29488

Location Number:

Country:

Test1:

007293086

502/117

549-9260

#0401873

Walterboro Police Department
VOLUNTARY STATEMENTDATE 12-19-04 PLACE 116 NEYLE ST. APT. 107 WALTERBORO SC TIME STARTED 11:50 A.M.I The undersigned VIRGINIA MCARTHUR BURDICK, am 73 years of age, having been born on 9-21-31, at MULLINS, SCI now live at 116 NEYLE ST. APT. 107 WALTERBORO, SC 29488I have been duly warned and advised by JEFF SHUMAKER, a person who has identified himself as CITY OF WALTERBORO POLICE OFFICER.

I declare that the following voluntary statement is made to the aforesaid person of my own free will without promise of hope of reward, without fear or threat of physical harm, without coercion, favor or offer of favor, without leniency or offer of leniency, by any person or persons whomsoever.

Virginia Burdick is NARRATING THIS STATEMENT AND IT IS BEING WRITTEN BY PIL SHUMAKER. AT AROUND 11:40AM ON DEC. 19, 2004, I LEFT MY APARTMENT AND CLOSED THE DOOR UNLOCKED. I CAME BACK 15 MIN LATER I ~~WENT~~ BACK INTO MY APARTMENT AND STARTED CLEANING UP AND WHEN 2 JUVENILE BLACK MALES OPENED MY DOOR AND STARTED TO COME IN MY APARTMENT. I THEN NOTICED MY WALLET OPENED UP AND NOTICED \$130.00 IN CASH, 2 FIFTYS, 1 TWENTY AND 10 ONE DOLLAR BILLS MISSING. I THEN NOTICED THAT MY CELL PHONE WAS MISSING FROM MY PURSE, ITS VALUE IS \$60.00. ALSO MISSING IS A DIAMOND BRACELET VALUED AT \$1000.00 A PEARL NECKLACE VALUED AT \$200.00 AND A PINK ICE BRACELET VALUED AT \$200.00 NOTHING ELSE AS FAR AS I CAN SEE IS MISSING FROM MY APARTMENT, ALSO 2 PACKS OF BENSON HEDGES CIGARETTES AND 2 LIGHTERS. 1 WAS BLUE PLASTIC AND OTHER PURPLE PLASTIC. VALUED AT \$10.00 WAS ALSO MISSING. AND 1 BOX OF CHOCOLATE COVERED CHERRYS AND 1 BOX OF CANDY SEASHELLS BOTH VALUED AT \$2.00 FOR CHERRYS AND \$3.50 FOR CANDY SHELLS. IF ANYTHING ELSE IS FOUND MISSING I WILL CONTACT THE POLICE.

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any, bear my initials, and I certify that the facts contained herein are true and correct.This statement was completed at 12:10 P.M. on the 19TH day of DECEMBER 2004Witness PIL SHUMAKER

Witness _____

Virginia Burdick
Signature of Person Giving Voluntary Statement

August 23, 2005

Dear Ms. Porcher:

I am in receipt of your letter dated August 2, 2005 regarding the Housing Trust Fund which is administered by the State Housing Finance and Development Authority (the Authority). After reading your letter, I contacted the Chairman of the State Housing Authority to discuss your issues. The Authority Chairman explained that they are currently evaluating ways in which they can increase the effectiveness of the various programs that they administer. To that end, they are presently accepting public comment on proposed changes within the Housing Trust Fund program.

With respect to those proposed changes, I have been assured that any changes made will enhance, and not restrict homeownership. In fact, the Authority's effort is to ensure that at the conclusion of their evaluation, individuals or organizations receiving the financial assistance will have additional resources available to improve the condition of and/or standard of housing.

I have a strong personal commitment to homeownership. My staff will monitor this situation to be sure your opportunity to own a home continues to be available.

Thank you for taking the time to write.

Yours truly,

Mark Sanford



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

August 18, 2005

The Honorable Mark Sanford
Governor, State of South Carolina
P.O. Box 12267
Columbia, South Carolina 29211

Dear Governor Sanford:

I am in receipt of the correspondence from Gheshanna B. Porcher of Charleston County dated August 2, 2005 regarding the Housing Trust Fund.

The State Housing Finance and Development Authority (the Authority) is currently evaluating ways in which it can increase the effectiveness of the various programs that it administers. As such, the Authority has proposed several changes within the Housing Trust Fund program. We are currently accepting public comment on the same. With respect to the proposed changes, Ms. Porcher can be assured that any changes made will enhance, not restrict homeownership. In fact, the Authority's effort is to ensure that at the conclusion of our evaluation, individuals or organizations receiving the financial assistance will have additional resources available to improve the condition of and/or standard of housing.

The Authority appreciates the opportunity to address this concern.

Sincerely,

Eugene A. Laurent, Ph.D.
Executive Director

CC: Charles Small, Chairman

512335

RECEIVED

AUG 04 2005

Referred to Evans

Answered _____

August 2, 2005

The Honorable Mark Sanford
Governor, State of South Carolina
P.O. Box 12267
Columbia, SC 29211

Dear Governor Sanford:

We are attending Homebuyer Education Classes that are held every Tuesday evening from 5:30 to 8:30 PM at Charleston County DSS Training Room A. These classes continue for a total of 9 weeks to complete 27 hours of instruction to assist us in buying our own homes.

Buying a home in Charleston County is not easy, as you know, and for persons in our income bracket it's even worse.

The proposed changes to the SC State Housing Trust Fund will make it impossible for us to seek assistance to buy our homes. Sellers don't even want to wait the 3 months it takes right now to close. If we can't use Housing Trust Fund money to close, then we may as well forget owning a home. Those of us with incomes below 80% of the area median are currently priced out of the market and without Down Payment assistance from Housing Trust Fund (\$20,000) our dream dies.

Charleston County needs us, and South Carolina needs us; we are its workers. Please investigate the actions being considered by SC State Housing Finance and Development Authority, and at the same time, remind that agency that we are their reason for existence.

Thank you.

Sincerely,

Ashanna B. Parker





*Ed was
handling*

ANDRÉ BAUER
LIEUTENANT GOVERNOR

State of South Carolina
Office of The Lieutenant Governor

POST OFFICE BOX 142
COLUMBIA, SOUTH CAROLINA 29202

August 1, 2005

Mr. Edwin Knight, Director
Rental Assistance and Compliance
300 Outlet Point Boulevard, Suite C
Columbia, South Carolina 29210-5652

Dear Director:

My office recently received an urgent request from Mr. Thomas E. Williams, Jr., SSN #, 247-33-2869. Mr. Williams is currently applying for housing under the Section VIII division. The urgency of his request is due to his children starting school in a few days. It is both Mr. Williams and my goal to secure housing for he and his children as soon as possible. The only way for his children to start a productive school year is to have a safe haven that will be beneficial to their personal wellbeing. We realize many applicants are in desperate need of housing as well, but any consideration with Mr. Williams' ongoing issue will be sincerely appreciated.

If you should require assistance in the future, please call our office immediately.

With kind regards,

A handwritten signature in blue ink that reads "André".

André Bauer
Lieutenant Governor

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

July 25, 2005

Honorable Mark Sanford
Governor
State House
Columbia, South Carolina 29201

Dear Governor Sanford:

I have received your letter from Ms. Kathy Wells regarding her concerns with our Rental Assistance program. We received a letter on July 11 from Ms. Wells dated July 7 protesting her landlord's decision not to renew her lease which ends on August 31. Our Rental Assistance Division had already been apprised of the landlord's decision in writing. We sent a letter to Ms. Wells on July 11 informing her of the landlord's notification and enclosed forms needed to facilitate her move to a new unit under our program. (See attached) She signed all documents and returned them to our office within the 10 day timeframe.

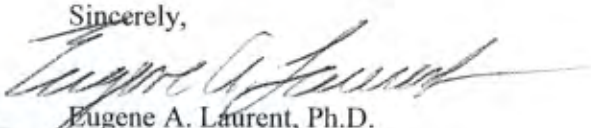
Ms. Wells notified our Rental Assistance Division by letter dated Dec. 23 and received Dec. 29 about the floor in the mobile home being weak in places. Our inspectors made an inspection of the property and notified the landlord that he had to repair the floor within 30 days. She also had some concerns about the garbage service that had been interrupted, but later reinstated.

We received a letter from Ms. Wells dated Feb. 26 stating that the den floor had been repaired to her satisfaction and that the situation with the sanitation company had been resolved. (See attached copy) In this letter, she makes no mention of falling on February 24.

Ms. Wells other issues are more of a tenant/landlord situation and a legal issue since she has a pending lawsuit against Mr. Brown. The State Housing Authority has fulfilled their obligation and is currently working to place her in another residence.

Please don't hesitate to contact me if we can be of any further assistance.

Sincerely,



Eugene A. Laurent, Ph.D.
Executive Director

Cc: Ms. Kathy Wells



South Carolina State Housing Finance and Development Authority

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www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

July 11, 2005

Kathy Wells
308 Taylor St
W Columbia, SC 29169

RE: Moving

Dear Ms. Wells:

We received the owner's letter stating they are not going to renew the lease. I have enclosed the required forms needed to facilitate your move to the new unit. Please complete all forms, sign the voucher (blue form) and **return them within the next 10 days.**

Please sign only sign the highlighted part on the Verification of Medical Expenses. Also please send a copy of your last bank statement (if you have a bank account) back with the documents.

The Request for Tenancy Approval should be completed by the new owner and returned within 10 days of the unit being available for inspection.

If you have any questions, please call me at (803) 896-8663.

Sincerely,

April Smith

Housing Program Coordinator
Rental Assistance Division

Encl: Family Declaration
Authorization for Release of Information
Request for Tenancy Approval
Housing Choice Voucher
Verification of Medical Expenses

February 26, 2005

Mr. Ronald Phillips
Housing Program Coordinator
S.C. State Housing Finance
And Development Authority
300-C Outlet Pointe Boulevard
Columbia, S.C. 29210

RECEIVED

FEB 28 2005

Dear Mr. Phillips,

I'm writing you this letter to let you know that Southland Sanitation returned my check to me. Also Mr. Brown has repaired the Den floor. He took up the Press Board he put down and put Ply-Wood down.

I don't think there will be any more problems with the floor.

"Thank You" for your help in the problems with Southland and the floor.

Sincerely,
Kathy M. Welch
308 Taylor St.
West Columbia, S.C. 29169
Phone - 739-6965



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

July 25, 2005

Honorable Mark Sanford
Governor
State House
Columbia, South Carolina 29201

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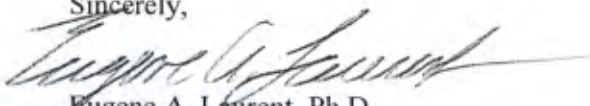
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Please don't hesitate to contact me if we can be of any further assistance.

Sincerely,



Eugene A. Laurent, Ph.D.
Executive Director

Cc: Ms. Kathy Wells

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

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www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

July 11, 2005

Kathy Wells
308 Taylor St
W Columbia, SC 29169

RE: Moving

Dear Ms. Wells:

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Sincerely,

April Smith

Housing Program Coordinator
Rental Assistance Division

Encl: Family Declaration
Authorization for Release of Information
Request for Tenancy Approval
Housing Choice Voucher
Verification of Medical Expenses

February 26, 2005

Mr. Ronald Phillips
Housing Program Coordinator
S.C. State Housing Finance
And Development Authority
300-C Outlet Pointe Boulevard
Columbia, S.C. 29210

RECEIVED

FEB 28 2005

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"Thank You" for your help in the problems with Southland and the floor.

Sincerely,
Kathy M. Welch
308 Taylor St.
West Columbia, S.C. 29169
Phone - 739-6965



State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

July 8, 2005

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance & Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Andy,

I have received the enclosed correspondence from Ms. Kathy Wells regarding her landlord. Your review and reply would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Sanford", is written over a horizontal line.

Mark Sanford

MS/sc

Enclosure

RECEIVED

JUL 22 2005

EXECUTIVE DIRECTOR

June 29, 2005

510953

Ombudsman Office
1205 Pendleton Street
Columbia, S.C. 29201

RECEIVED

JUL 05 2005

Referred to

CS

Answered

Cooper

Dear Ombudsman Office,

I'm writing you because I don't know who else to write about this problem.

My name is Kathy M. Wells, I'm 49 years old, a mentally ill person and I'm under S.C. State Housing Authority.

I rent from Mrs Paige Brown and Mr Eldridge H. Brown III who lives at 4500 Briarfield Road Columbia, S.C. 29206.

Since I moved here the last week of August 2004 I have had to deal with the following things:

1. Mr Brown jacks the rent up higher than he advertise in the newspaper for those on Section 8 housing.
2. After Housing Authority, Mr Brown and I

Signed the papers which Mr Brown said he would take 450 dollars rent. Mr Brown told me I had to take care of all 3 yards to make up the 100 dollars he wasn't getting for rent. He had the price in the newspaper as 500 a month. I have the newspaper clippings.

3. I needed some information on the mobile home, in order to have my renters insurance moved. Mr Brown told me he didn't know it, I asked him about contacting the place in Lexington County but he told me he didn't want to do that because he didn't know if he was paying taxes on the 2 mobile homes at 308 Taylor St & 310 Taylor St. West Columbia, S.C. 29169. Lexington County told me they had no record of a mobile home being at 310 Taylor St. nor did they have a record of the mobile home park he bought at a road off of Platt Springs Road in Lexington County. Its called DBA Hide-A-

Way MHP. Mr Brown has a checking account at First Citizens in his name E. H. Brown - DBA Hide-A-Way MHP.

4. Mr Brown told me that the black lady at 1900 Crapps St. W. Cola. hardly ever paid her part of the rent and he only took what SC State Housing Authority paid.
5. Mr Brown lets others stay at 1900 Crapps and don't report it to Housing Authority.
6. Mr Brown lets people live in the mobile home at 310 Taylor St. W. Cola. rent free plus he pays the SCE+G bill for them. There is a Hispanic living there now and Mr Brown pays him a salary, pays the SCE+G Bill, got him out of jail and takes him back & forth to work.
7. The guy who runs the Hide-A-Way Mobile Home Park told me he gets a salary, Mr Brown pays the SCE+G Bill

Phone bill and let the guy drive his vehicle. This guy was getting Food Stamps and he tells everyone he has no income but he puts the money in his kids name, so there is no record.

8. The Browns told me they was paying Southland Sanitation for garbage service for all 3 places. But that was a lie, Southland stop picking up the garbage and they gave me a letter to give to Housing Authority that said the Browns wasn't paying garbage service for me. After I sent Southland a check and copies of the letter from Southland to Housing Authority and the Browns, they paid for service. The Browns was only paying for 1900 Cropps St.

9. From September to January 1st I told Mr Brown repeatedly about the Den floor being weak. I even wrote Housing Authority in Dec. 2004

and all Mr Brown kept saying was it would be fixed. On 1-1-05 the floor gave way and I got hurt. Mr Brown wanted to save money so he put down Press Board or some called it Particle Board instead of PlyWood. In February Housing Authority came out because the floor in the same place was weak and sunk end. Housing Authority told him it had to be fixed. On 2-24-05 the floor gave way and I fractured my wrist. Mr Brown told me he had insurance to cover the medical bills. I sent him the bills but he did nothing, so I called him to get his insurance company name & policy number. Mr Brown then told me he didn't want his insurance paying the bills because it would run up his premiums and he wanted to give me the money to pay the bills. I then got a attorney and I had to have surgery and another surgery needs to be done. Mr Brown then told me he didn't have insurance, he let it expire. He keeps trying to get me to settle but I won't. Mr Brown told

me my attorney wouldn't return his calls and that my attorney didn't want the case because he didn't have insurance. My attorney never said that and the Browns want return my attorney's calls. It's a law that people who rents to people has to have insurance. Since I want settle he is now saying he want renew my lease.

10. I'm being "Discriminated" against because:

A) The lease says that everyone is to take care of their own yard. But Mr Brown don't make the black lady or the Hispanic clean their yards up. I had to call Lexington Environmental Health in Lexington to get the dog poop cleaned up at 1900 Cropps St. because of all of the flies.

B) The Hispanic is being paid to cut the grass at all 3 places but Mr Brown told me I had to do it.

C) The lease says that all City, County, State, Federal Laws are to be abide by. But the dog

at 1900 Crapps gets 88.5 inches
out side of my bedroom window at
night a barks a lot Keeping me
awake or waking me up. I told Mr
Brown about it plus I showed him
the dog poop & Elces outside my
bedroom window but he did nothing. I
have had to call Lex City Animal
Control because:
the dogs barking
the dog not having food, water
the dog running loose
the dog not having shelter.

11. Mr Browns lease says, "The Security
Deposit is refundable 30 days after
the Lease has ended and the
following criteria have been met:
1) The property passes inspection by
owners. 2) The terms of the Lease
are not broken. 3) All Keys have
been returned. But he then says
there is a 75 dollar cleaning fee
that will be deducted from the
Security Deposit. If it passes
the owners inspection there is no
reason to take 75 dollars out of
the Deposit.

12. Mr Brown does not give a 24 hours notice before coming in, plus he has gone through my things and has even got my stuff to use when I wasn't home.
13. After I moved in I came home one day and there was 2 men coming out of the mobile home and they had placed a "For Rent" sign in front of the mobile home. Mr Brown told me the locks had been changed but these people had keys. I asked Mr Brown to have the locks changed but he wouldn't.
14. Mr & Mrs Brown has told one lie after another to me and Housing Authority. How can Housing Authority continue to work with these people.
15. When no one lived at 310 Taylor St. I cut the grass, raked the yard and bagged the stuff up and got no pay for it. Mr Brown didn't help with gas, oil, filter, spark plug,

blade, trash bags, service or repair, he
didn't help with anything yet he paid
bills, ect for others.

Mr & Mrs Brown are people who lies,
tries to get stuff for nothing, rip off
Housing Authority, State, Government
ect. Some one needs to do something
about them.

I hope you can get someone to
check these people out and make
them pay for there doings.

Sincerely,
Kathy M. Wells
308 Taylor St.
West Columbia, S.C. 29169.

P.S The house at 304 Taylor St.
has a mobilz home in their back yard.
You might want to check to see if
taxes are being paid on it.

Craddock, Ann 6-9005

From: on behalf of Laurent, Andy 6-9006
To: lowerydj1020@hotmail.com
Cc: GMSOEPP.OEPPMAIL
Subject: Section 8 Housing

Dear Mr. Lowery:

Governor Sanford has forwarded your email to the South Carolina State Housing Finance and Development Authority for a response.

Section 8 program rules and regulations require SLED checks for all landlords and tenants. Any drug related criminal activities on or near the premises can lead to eviction of the tenant and the landlord will be prohibited from participating in the Section 8 program.

Since Marlboro County is not one of the counties that the State Housing Authority serves, my staff contacted the housing authorities in your area. According to the Housing and Redevelopment Offices of Marlboro County, the properties owned by Pat Odom are not under the Section 8 program and are not subject to the rules and regulations for properties under Section 8. As you have done in the past, any suspicious activity should be reported to local law enforcement.

I am sorry that we cannot assist you with this matter.

Sincerely,

Eugene A. Laurent, PhD.
Executive Director

cc: The Honorable Mark Sanford, Governor, State of South Carolina
File # 507968



to Barbara

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

May 11, 2005

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance & Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find the enclosed e-mail from Mr. Derry Lowery regarding drug activity in Section 8 housing. Your assistance in responding would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Sanford".

Mark Sanford

MS/eb

Enclosure

RECEIVED
MAY 24 2005
EXECUTIVE DIRECTOR

From: "Derry Lowery" <lowerydj1020@hotmail.com>
To: GMSOEPP.OEPPMAIL(Governor)
Date: Mon, May 2, 2005 11:18 PM
Subject: Section 8 Housing and Illegal Drug Activity

507968
RECEIVED

MAY 03 2005

Referred to CS
Answered Billent

Dear Governor Sanford,

I spoke with one of your aides and she suggested that I contact you in writing about a concern that I have. I live in my family home where I was raised and have lived for 40 years. A few years ago a local man, Pat Odom, purchased a vacant lot at the same intersection where my home is located. He put 3 run down mobile homes on the lot and is receiving rent under the Section 8 housing program.

Now, here is my big problem. I had been noticing drug activity going on in the past on an intermittent in the trailer closest to my house. In the past few months there has been a sharp increase in this activity. I waited for the new sheriff to take office because our former sheriff was on the take. I spoke with an investigator recently and few hours later they raided the mobile home. Two individuals were arrested and charged with possession of crack cocaine and marijuana and the addresses were printed in the local newspaper. The drug activity resumed two days after the bust. The sheriff's department has been notified again and they will follow up on the situation. Our town police have been called twice by me while the drug transaction were taking place and they did nothing.

My question is this. Aren't landlords that receive Section 8 rent checks from the government supposed to evict tenants that allow illegal activity to occur in the residence? Mr.. Odom's response was to call the sheriff's department to complain about addresses of his properties to be published in the newspaper. It is not fair for this behavior to be tolerated when there may be families that really need assistance can't get it and yet drug dealers can get their rent paid by the government.

My biggest concern is the danger that this element of society is bringing to our neighborhood and to my family. When my oldest daughter comes home from college I have to call me just before she gets to our house so I can turn on the light and go outside and escort her in with her bags. I also have an 11 year old daughter that we cannot allow outside. My wife and I are even worried about her sleeping alone in her room now. I know that he dealers are watching our house now and it is bit disconcerting but I refuse to be intimidated. I just don't want my family to be put in danger.

I think that a simple and effective solution to this problem that I and others have is to make sure that the Section 8 landlords lose their right to receive government funds if they don't take immediate action and evict tenants that participate in or allow illegal activity to occur on or the rental property. Mr.. Odom has always been able to take advantage of his strong political ties to skirt the law but I won't look the other way.

Your assistance in this matter will be greatly appreciated. My wife and I have sacrificed for years to give a children every opportunity we could including sending them to a private school and then to college. My oldest daughter is a senior at Francis Marion and my son is junior at Wofford. My youngest daughter is in the sixth grade at Marlboro Academy. I'm also proud to tell you that all three of them are devoted Republicans. I must have done

something right!

Sincerely yours,

Derry J. Lowery

Express yourself instantly with MSN Messenger! Download today - it's FREE!
<http://messenger.msn.click-url.com/go/onm00200471ave/direct/01/>

Craddock, Ann 6-9005*email response*

From: Pearson, Barbara 6-8781
At: Wednesday, April 13, 2005 9:33 AM
To: 'kam_2569@yahoo.com'
Cc: Craddock, Ann 6-9005
Subject: housing assistance

Dear Ms. Mizell,

The State Housing Authority does not like to close our waiting lists in the counties we represent, but it is often necessary so we can get a chance to address the immediate applications and reduce the waiting period for our applicants.

In Dorchester County, we do have a Moderate Rehabilitation (Mod Rehab) property located at 517-D N. Maple Street in Summerville. Mod Rehab properties are privately owned and do not operate on a voucher, but rental assistance is provided to the property. This property is owned by Albert and Edna Glover and they can be reached by phone at (843) 871-1528. If they are willing to take you as a tenant and you find the property satisfactory, we can place you in the property as soon as you pass our background check. Our representative in Dorchester is Byron Zamora and he will be in contact with you after you have contacted the property owners.

I have enclosed a link to our **Inventory of Assisted Rental Housing** that may help you. This list includes assisted rental properties for all counties in the state. You just enter your county and click on submit. This list has not been updated so there may be other properties out there that we do not know about. It will also give you a telephone number of the agency that oversees the property. <http://www.sha.state.sc.us/rentalinventory/defaultRI.asp>

I hope this information will be of help to you and good luck to you and your son.

Barbara Pearson
Public Information Coordinator
(803) 896-8781
e-mail: Barbara.Pearson@schousing.com

4/13/2005

Barbara r.

Craddock, Ann 6-9005

From: katherine mizell [kam_2569@yahoo.com]
Sent: Monday, April 11, 2005 11:41 PM
To: Laurent, Andy 6-9006
Subject: need help!!

Dear Mr. Laurent

I hope that I am writing to the right person. I have come to a point in my life where I need assistance with housing and I am unable to receive help because the housing authority is no longer taking applications in my area. I was wondering if there was any information that you could give me to help me with my problem. I am a single mother of one son and really need the help, I am not the type of person to go asking for help unless I really need it and at this time in my life I could use some assistance with my rent.... Please respond and let me know if there are any other assistance programs out there!!

Thanks for your time,
Alisha Mizell

Do you Yahoo!?
Yahoo! Small Business - Try our new resources site!
<http://smallbusiness.yahoo.com/resources/>



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

April 11, 2005

Ms. Kathleen Thompson
2 Otter Lane
Taylors, SC 29687

Dear Ms. Thompson:

I am in receipt of your letter addressed to the Greenville Housing Authority and copied to the State Housing Authority. First, I must let you know that this agency is not a regulatory organization and has no jurisdiction over any housing authorities in the state. We serve the counties that are too small or do not have the resources to have their own housing authority.

You may want to reconsider taking advantage of the informal review offered by the Greenville Housing Authority if it is not beyond the deadline. This will give you a face to face opportunity to explain your situation in more detail.

I would suggest that you make every effort to contact the Greenville Housing Authority and try to keep the lines of communications open. This will be beneficial for all concerned.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene A. Laurent", is written over the typed name and title.

Eugene A. Laurent, PhD
Executive Director

CC: Greenville Housing Authority



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

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Charles I. Small
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Executive Director

April 11, 2005

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I would suggest that you make every effort to contact the Greenville Housing Authority and try to keep the lines of communications open. This will be beneficial for all concerned.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

CC: Greenville Housing Authority

2 Otter Lane
Taylors, S.C. 29687
April 3, 2005

The Housing Authority of Greenville
511 Augusta Street
P.O. Box 10047
Greenville, S.C. 29503

Re Kathleen Thompson

Dear Ms Houston:

I would like to object, for the record, of being placed in your "inactive files" for your reason that I have declined two offers of housing. That is false.

I have never been offered housing except for the recent showing of a place in Scott Towers in March of this year, and it was totally unsuitable. It was a one-bedroom, but the bedroom was also the living room and the dining area. Because of multiple extensive surgeries on my spine, and hardware implanted on it to stabilize the movement, I must have a bathtub for the medicinal daily soaks which alleviate the pain somewhat. The room I was shown had only a shower, which was filthy and stank of urine and mildew. I could have cleaned this and made it livable, but that would not have solved the lack of a tub.

During my dealings with the local Housing Authority for the past five years (I applied then and again three years ago), I have never been offered any place to live until last month. I am totally disabled and have documentation from several spine specialists and hospitalizations, with X-rays, to support this. It is very disappointing that being given the opportunity to live in a place which cannot support my basic need (bathtub) is considered **two declinations of housing**. My mother, who is 77 years old, must drive me wherever I need to go, and she can verify what I do and what I say and where we have gone.

I believe that the reason it takes so long to find housing begins in the offices of the Housing Authority. Nobody ever answers the phone, except the receptionist, nor the messages left on answering machines (Deidre Houston's and Mr. Sweeney's, her supervisor). Calls are never returned. It is disappointing that homeless people who are so desperate to find a place to live are not provided even minimal help by those whose salaries are paid by the Government to provide this very service. Yet there is no recourse for the totally disabled or homeless persons except to wait.....three years, five years. This is my reason for sending a copy of this letter to the highest office of the Housing Authority in Columbia, South Carolina, and the false statement that I have been offered housing more than once. I want this on record.

As for your offer to ask for an informal review, what is the purpose? I cannot afford legal representation, and my mother is my only witness. She was with me when I was offered the Scott Towers bedroom, bath, and kitchenette. I can, however, provide relevant

RECEIVED

APR 11 2005

EXECUTIVE DIRECTOR

documentation of all that has transpired over the years, except, of course, for unanswered phone calls and unreturned voice-mail messages.

I am living in the Salvation Army Homeless Women's Shelter, but my mail goes to my mother's address above. If you need to contact me, please mail any correspondence to the Taylors address.

Also, I am sending a copy of this letter to Mr. Sweeney and to the S.C. Housing Authority at the Bluff Road office, Columbia, for their information.

Sincerely,


Kathleen Thompson

cc: State Housing Authority ✓
Mr. Ulysses Sweeney,
Greenville Housing Authority

UPSTATE
PM
05 APR 2005
P8DC 2938 2938

06-000000
NOUVEAU
ALTAIR 8
ST MELO
NORFOLK
DOCK RD
PO BOX 12
OCEANOGRAPHY
SUNSHINE
WATER
PLOT #000
CHD

Commissioner, S.C. Housing Authority
919 Bluff Road
Columbia, S.C. 29201

9019 英寸 + 英寸



April 4, 2005

Honorable Mark Sanford
Governor
State House
Columbia, South Carolina 29201

Dear Governor Sanford:

I have received your letter from Ms. Kathy Furtick regarding her concerns with our Rental Assistance program. We received a letter from Ms. Furtick on March 22nd dated March 17th. In response to this letter, we notified her by mail on March 29th our Hearing Officer reviewed the circumstances of this case and the time involved and as a result, the State Housing Authority is considering this debt paid in full. We informed her that the Authority will be refunding the \$243.00 taken from her state taxes this year and the South Carolina Department of Revenue fee of \$25.00 for a total refund of \$268.00 (copies of letters attached).

In September, 2004, when Ms. Furtick reached the top of the waiting list for Lexington County it was determined she was over income. She was notified by mail that based on her income documentation her yearly income exceeded the allowable amount to be eligible to receive HUD Section 8 Rental Assistance (see attached letter of September 9th). The maximum income for a one person family in Lexington County is \$21,200 and her income at that time was \$22,048. These are HUD income limits and are not set by the South Carolina State Housing Finance and Development Authority. We referred her to our Hearing Officer, Carter Siegling at (803) 896-9157, if she had any further questions regarding this matter.

Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,



Eugene A. Laurent, PhD
Executive Director

Cc: Kathy Furtick



State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

March 23, 2005

Dr. Eugene Laurent, Director
South Carolina State Housing Finance and Development Authority
300 Outlet Pointe Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find the enclosed correspondence from Ms. Kathy Furtick regarding a tax offset for money owed to the Housing Authority. Your assistance in responding would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Sanford", written over a horizontal line.

Mark Sanford

MS/lis

Enclosure

RECEIVED
APR 01 2005
EXECUTIVE DIRECTOR

RECEIVED

505967

MAR 22 2005

15 3-17-05

Referred to

Answered

GOUVERNER SANFORD

Quander

Hope this letter finds you & yours in good health
Gouvernor Sanford I hope you can help me, I am
going to try to explain this best I can, Back in 1995
I was on Rental Assistance SC state housing, the
Apartment was over come with Bugs & Rats & I
made several complaints to both housing & my
landlord, they said I was responsible for a
exterminator so I tried to get sprays & stuff but
this didn't help & I couldn't afford an exterminator
I was forced to move in with my daughter, I
wrote housing a letter saying I was moving & why
I had put up a \$80 first month rent to
move in I only owed for the month I stayed
& the \$80 should have covered this, but the
following year housing took \$1300 from my
state check saying they were charging me the
\$25 that housing didn't pay the landlord
and so this should have resolved the problem
so 8 years later 2005 housing took \$260
from my state check for they saying I owe more
money, and I am saying if I owed money why
would they wait 8 years to get it? I also
signed up again for Rental Assistance in 1998
I was living with my daughter & her family
was growing, housing told me they were
a 3-5 year waiting list, so late 2004

Concl -

2nd Page

I finally got on top of the list, but they told me I ~~didnt~~ wasent approved & Denied Because I was making to much money.

Gouverner Sanford I work 2 jobs to suport myself And I dont have Extra money it takes All my income to pay my Bills, I use my state tax check to pay for my CAR tax, And my federal to Buy my Christmas presents for my kids, I dont Get but about \$200 And now since I had to pay my ^{CAR} tax with my federal I wont have Enything to give my kids, Gouner Sanford if I owe this dept or eng one I pay my way I pay my Bills on time, if I owe eng one I pay them But I do not owe houseing no money, whin I ASKed for help they wouldnt help me ~~the~~ now they ARE taking my money again, I dont want enything that I cant work for, I am STRUGling working all the time and I can make it on my own, if people like houseing will leave me alone, please try to help me I need my \$260 Back, I have also sent state housesing a letter and had no Reponce back thank you for enything you can do for me I will keep you in my prayers.

where is this letter?

God Bless

Phone num

803 955 3182

{ Kathy Furtick
530 Wayne St
Gaston SC

29053



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 29, 2005

The Honorable Mark Sanford
Governor
P. O. Box 12267
Columbia, South Carolina 29211

Governor,

I received your letter regarding Mr. Donald Tyndall's request for assistance in getting a grant or loan to purchase a home for him and his family. Barbara Pearson of my staff has responded direct to Mr. Tyndall via email. A copy of the email is attached for your information.

If you have any questions or concerns, please let me know.

Yours truly,

Eugene A. Laurent, PhD
Executive Director

/c

w/encls.

Craddock, Ann 6-9005

From: Pearson, Barbara 6-8781
Date: Monday, March 28, 2005 2:32 PM
To: 'Singledadinsc@aol.com'
Cc: Craddock, Ann 6-9005
Subject: Homeownership opportunities

Dear My. Tyndall:

Dr. Andy Laurent, executive director of the South Carolina State Housing Authority, ask me to reply to your information request regarding homeownership opportunities sent to Governor Mark Sanford's office on March 15, 2005.

The South Carolina State Housing Authority offers a number of programs for low to median income individuals or families wanting to purchase their own home. These programs are set up to offer first-time homebuyer loans with affordable below-market interest rates. These loans are offered in three options based on income, county and size of household. I would suggest you look at Option III. Here is the link that will take you directly to the homeownership program description, qualifications, etc.

<http://www.sha.state.sc.us/Programs/HomeOwnership/homeownership.html>.

You will also find information about our down payment assistance program.

We have a very good down payment assistance loan program that offers a forgivable loan. You will also find information about this on the above website.

Most people start with a visit to one of our participating lenders or brokers to find out how much mortgage they could potentially be approved for. That will give you a price range when you're looking for a home.

I will also be glad to mail any of this information to you directly if you prefer.

Just let me know.

One other option you may have is Habitat for Humanity.

The closest office to you is in Florence. The contact information is:

Florence Habitat for Humanity

236 S. Dargan Street

Florence, SC 29506-2534

Phone: (843) 665-1624

Fax: (843) 665-1624

E-Mail: s.copes@att.net

I hope this information will be beneficial to you and your family. If you have any further questions, please do not hesitate to contact our agency.

Sincerely,

Barbara Pearson

Public Information Specialist

(803) 896-8781

e-mail: Barbara.Pearson@schousing.com

I hope I would also be happy to mail this information to you if you would prefer. Just send me your mailing address and I hope this

3/28/2005



State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

March 17, 2005

Dr. Eugene Laurent, Director
South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find the enclosed e-mail from Donald Tyndall regarding home ownership. Your assistance in responding would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Sanford".

Mark Sanford

MS/lms

Enclosure

RECEIVED

MAR 28 2005

EXECUTIVE DIRECTOR

505544

RECEIVED

MAR 15 2005

Referred to CS
Answered Sanford

From: <Singedadinsc@aol.com>
To: GMSOEPP.OEPPMAIL(Governor)
Date: Tue, Mar 15, 2005 8:35 AM
Subject: Governor Request Information form

Donald
Tyndall
301 nth 6th ave
Dillon
SC
29536
843-616-2937
Singedadinsc@aol.com

Hi, My name is Donald Ray Tyndall and I am a Single dad of 3 kids, and 100% disabled since a bad car accident in 1994. my income comes from SSA and I am now on state housing that helps my pay my rent, the problem with that is every year my part of my rent goes up more than my income and its very hard to support 3 kids with one income. I am a very responsible person and I do the best I can for my kids and would love to own my home and my kids will have a bright future in a home they can truly call ours, I have checked into banks and a few other things and I was told to try and get a grant or low Interest Gov backed loan to buy or build the home of my and my children dream. I will be more than happy to do what it takes to make that happen if there"s a way My home address is 301 nth 6th ave Dillon, SC 29536 home phone # is 843-616-2937 If there is a way please show me how to get help in this.



**South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210**

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles L. Small
Chairman

Eugene A. Laurent
Executive Director

April 15, 2005

The Honorable Mark Sanford
Governor
P. O. Box 12267
Columbia, South Carolina 29211

Dear Governor Sanford:

Glenwood Falls apartments was a 2001 Low Income Housing Tax Credit project located in Fort Mill, South Carolina. Under the provisions of Section 42 of the Internal Revenue Code, the project had to be completed and placed in service by December 31, 2003 or its credits would lapse. During the construction period, the project encountered several problems that resulted in cost overruns. The project was not completed and placed in service by December 31, 2003 and the credits lapsed.

Stearns Bank, the construction lender, initiated foreclosure proceedings against the project and its owner, Glenwood Falls, L.P., the general partners of which were Charleston Affordable Housing, Inc., and OMS Properties 2001, L.L.C. D.C Development, Inc., of which David Cox is president, was the general contractor on the project. D. C. Development did not have an ownership interest in the project, although it and some of its subcontractors and suppliers had filed mechanics' and materialman's liens against the project.

Stearns asked the Authority whether and on what conditions tax credits might become available to the project after foreclosure of its construction mortgage. The Authority's response is contained in the letter dated January 12, 2004 from Donald R. Hinson to Dennis Hansen, a copy of which was included in Mr. Cox's communication. Following receipt of this letter, Stearns proceeded with its foreclosure, which had the effect of wiping out the liens previously filed by D. C. Development, *et al.* Following the foreclosure, Stearns conveyed the property to a new ownership entity, Glenwood Falls Apartments, L.L.C., in which it retained an ownership interest.

The new owner brought in a new contractor and development team to complete the project. In completing the project, additional costs were incurred, such that the Authority was persuaded that additional tax credits would be required to preserve that affordability of the project. Depending on bedroom size and whether certain units were targeted to families with 50% or 60% of area median income the allocation of additional credits resulted in decreasing rents from \$80 to \$160 per month.

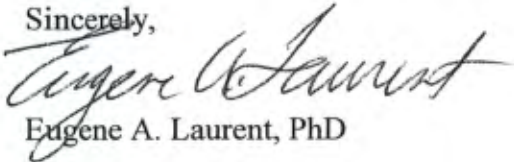
The Honorable Mark Sanford
Page Two

At the request of Mr. Cox and others, the Authority conducted an extensive review of the costs incurred in completing the project before finalizing the allocation of tax credits.

To the best of our knowledge, Mr. Cox made no effort to purchase the project from the bank. Had the Authority not allocated additional tax credits to the Glenwood Falls project the affordability of the project would have been impaired. We do not see how this could have had any impact on the question of whether or not Mr. Cox received payment from Stearns Bank or anyone else.

A detailed chronology of the Authority's involvement with Glenwood Falls is attached.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eugene A. Laurent".

Eugene A. Laurent, PhD

attachments



Val/Lewis
4-1-05

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

March 25, 2005

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance
& Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Andy,

I have received the enclosed correspondence from Mr. David Cox regarding Low Income Housing Tax Credits. Your review and reply would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Sanford".

Mark Sanford

MS/sc

Enclosure

RECEIVED
APR 01 2005
EXECUTIVE DIRECTOR

156 Highway 521 Bypass S.
Lancaster, SC 29720



565006
(803) 313-9744 Office
(803) 313-9747 Fax

RECEIVED

MAR 23 2005

Referred to CS
Answered Cooper

FAX MEMO

Date: March 22, 2005

To: Governor Mark Sanford

From: David Cox

Recipient's Fax Number: 803-734-5167

Pages Including 5

Message and/or

**THE STATE OF SOUTH CAROLINA LOST OR GAVE AWAY
OVER A MILLION DOLLARS**

IN TAX CREDITS@

Glenwood Falls, Fort Mill S.C.

Enclosed are two Letters that the Executive Director of the South Carolina State Finance and Development Authority Don Hinson had written stating that "resources should not be presumed and any such resources are not available." This is when the Contractors and Suppliers were trying to put our bid together to save our interest of \$1,210,847.30. We could not make the numbers work without more Tax Credits. Now, we have found out an outer state Development Group come in, set-up shop for 90 DAYS and got an extra \$1,219,585.00 and we didn't even get paid our \$1,210,847.30. The contractor and suppliers of the up-state don't understand how we can be so reckless with our money and South Carolina's Tax Credits. Also, is the letter that Stearns Bank wrote stating that they would finish Glenwood Falls "regardless of cost"? Why would the State move off center of a deal when the project would have been finish without any more of the State's Tax Credit Funds? I would like to set up a meeting to show in detail what has gone wrong!

**A Timeline of Events
For
Glenwood Falls Apartments**

- March 2001 Tier I tax credit application received. General partners are Charleston Affordable Housing (Cathy Kleiman) and OMS Properties 2001, LLC (Peter M. Hubicki).
- May 2001 Tier II tax credit application received.
- August 2001 Tax Credit Reservation letter sent out.
- September 2001 HOME loan agreement sent out.
- December 2001 Carryover Allocation Agreement sent out and signed copy returned.
- April 2002 Tax Credit Progress Report indicated project was zero percent complete and construction loan scheduled to close in April.
- July 2002 Carryover tax credit application received.
- July 2002 Tax Credit Progress Report indicated project was zero percent complete. All permits in place, preparing to close construction loan and finalizing construction bid process.
- October 2002 Tax Credit Progress Report indicated that there were financing issues to resolve, project zero percent complete, grading of site in progress.
- October 24, 2002 letter received from Pete Hubicki indicating project is 4.5% complete but that due to extensive rain the project needed an extension to the tax credit October 31st deadline to have all footings in place.
- October 31, 2002 a waiver to have footings in place for three tax credit projects, Glenwood Falls, Forrest Brook, and Cardinal Pointe was granted due to the rainfall totals in York County. New footings deadline date is 12/01.
- January 2003 Tax Credit Progress Report indicated that the project was 5% complete, footings installed, site work underway, and the AHP grant awarded.
- April 2003 Tax Credit Progress Report indicated that project was 10% complete.
- April 9, 2003 an email from Ross/Deckard Architects was received (letter received April 16th) indicating that due to soil testing results and grading/slope issues at Glenwood Falls the site plan had to be revised effecting the following: Building #4 and #6 were relocated, parking areas shifted, a retaining wall to be built behind building #3, and the dumpster to be relocated. David Cox has not priced the infrastructure changes. All changes to be approved by owners and agencies.
- April 18, 2003 Authority approved the necessary changes based on soil and slope issues.
- June 2003 Tax Credit Progress Report indicates project is 15% complete.
- October 2003 Tax Credit Progress Report indicates project is 35% complete with framing complete and HVAC/plumbing/electrical all roughed in.
- December 5, 2003 email from Cathy Kleiman to Don Hinson asking for reconsideration to voluntarily turn in the 2001 credits and get a forward commitment of 2004 credits.
- December 8, 2003 email forwarded to Laura Nicholson from Ann Craddock which says Don Hinson talked with Robert (Nettles) late Friday (12/5/03) about

- the Glenwood Falls project trying to make one more pass (about returning credits and receiving 2004 credits).
- December 10, 2003 pictures of the current Glenwood Falls project sent to Valarie Williams and Lewis Levy.
 - December 10, 2003 email received from Cathy Kleiman about the "Procedures for Glenwood Falls LP-end of 2003-into 2004". Her email states they will be able to finish the project by February 2004, receive certificate of occupancy, and place in service. She asks what steps they need to officially take to get all of the paperwork and compliance issues in order.
 - December 10, 2003 Laura Nicholson forwarded the email sent to her from Cathy to Don Hinson stating that it appears the Authority was granting a waiver to Glenwood Falls. Laura suggested having a meeting in order to discuss the proposal that was made to the developers as well as sending a letter out.
 - December 18, 2004 Laura Nicholson has an unsigned draft letter from Don Hinson to Cathy Kleiman stating that the Authority has agreed that upon receipt, prior to December 31, 2003, of written confirmation from Paramount Financial Group that it will provide all funding necessary to complete the project, the Authority will accept the surrender of the project's 2001 tax credits and will forward allocate 2004 credits to the project provided that the project pay penalty fees of \$1,000/business day from December 9, 2003 until the date the placed-in-service application is received.
 - December 30, 2003 received a letter from Stearns Bank stating that the bank was immediately starting a foreclosure action to protect its interests. In the letter Stearns asks for the re-issuance of tax credits in 2004.
 - December 31, 2003 Laura Nicholson responded to Stearns Bank that the project could compete in the 2004 competitive cycle for credits and that the Bank's request for automatic re-issuance of tax credits for the project could not be granted.
 - December 31, 2003 Tax Credit award automatically rescinded as per Section 42 regulations. Project did not place in service within the mandated 2-year time frame. State HOME award also rescinded since project was not completed.
 - January 12, 2004 letter from Don Hinson to Stearns Bank indicating that if within 45 days the Authority is presented with a workable plan for the completion of the project within a reasonable time, then it will be willing to preserve credits for the project under the same terms that were offered to the partnership.
 - February 2, 2004 letter from Stearns Bank to Don Hinson regarding Stearns Bank's commitment to completing the project.
 - April 23, 2004 letter from Don Hinson to Stearns Bank reiterating a statement contained in the January 12, 2004 letter that credits for Glenwood Falls would be in the identical amount originally allocated to the project and that other Authority resources were not available.
 - July 2004 Sara Tribble with The Charlotte Observer begins calling and asking questions about Glenwood Falls. July 2004 article about Glenwood Falls is printed in The Charlotte Observer.
 - August 2004 email from Cathy Kleiman notifying interested parties that Charleston Affordable Housing would be returning the \$400,000 AHP grant to the Federal Home Loan Bank.

- August 24, 2004 letter from Stearns Bank to Don Hinson indicating that Stearns Bank bought Glenwood Falls at foreclosure on August 11, 2004. Also states that the project has a \$800,000 shortfall because it lost its AHP and State HOME awards and requests additional tax credits.
- September 22, 2004 letter from Lewis Levy to Stearns Bank regarding the completion of the Glenwood Falls development and not being able to alter the terms of project completion as originally agreed upon.
- October 2004 letter from Laura Nicholson to Randy Aldridge of Trust Mark Construction stating that Stearns Bank must stay in the project until the issuance of 8609s.
- October 2004 Tax Credit Progress Report states project is 70% complete. All buildings are dried in, roofs completed, sheetrock hung & finished, electrical and mechanical systems roughed in, brick veneers are complete with remaining exterior surfaces 35% complete, curb/gutter/sidewalks are 70% complete, storm water and sewer are 100% complete, water is 90% complete, interior painting and finish work need to be completed, and final electrical and mechanical.
- November 3, 2004 Bill Booth sends Lewis Levy a freedom of information request for copies of all correspondence and files since August 1, 2004. Requested information provided to Mr. Booth.
- November 2004 discuss with Valarie Williams the possibility of providing more credits to Glenwood Falls as well as reducing the fees in order to keep the development as a tax credit project. Without the additional credits the project has a shortfall in funding and by charging the maximum penalty fees the project will have higher rents.
- November 2004 discuss with Lewis Levy the possibility of lowering the penalty fees and he states it is a program decision as to whether to collect all of the fees or not. Based on it being a program decision I discussed with Valarie Williams our options and we decided that in the best interest of the development that we would determine how much in penalty fees they could afford to pay and still keep the rents at the lowest levels. Developer told to submit \$50,000.00 in penalty fees with placed in service application and that based on the underwriting it would be determined if more penalty fees would be due.
- November 2004, towards the end of the month, discussed again with Valarie Williams the possibility of providing additional credits to the project. We looked at the reason the development was allowed to continue forward under special circumstances and determined that in order for the project to remain an affordable housing development it would probably be necessary to provide additional credits. Phoned the developer that more credits would be available in order for the project to remain affordable. Requested that the rents be lowered, if at all possible, to the original rents proposed prior to foreclosure.
- December 17, 2004 Placed-In-Service Application received for Glenwood Falls.
- December 2004 received copy of Bill Booth letter to Randy Aldridge regarding his client, David Cox, needing to be paid in order for the development costs to be certified for construction in the amount estimated on the Schedule filed with the Authority.
- December 21, 2004 new Restrictive Covenants sent to Randy Aldridge for Glenwood Falls. Also requested an additional \$48,000 in penalty fees over the

\$50,000 already provided with the place in service application based on the underwriting.

- January 4, 2005 letter sent from Laura Nicholson to Randy Aldridge stating that the Authority will not be issuing a reservation letter or a carryover document for Glenwood Falls. Also stated that tax credits in the amount of \$356,942.24 have been reserved for the project, an increase of \$82,121.36 from the original credit amount reserved prior to foreclosure.
- January 2005 Tax Credit Progress Report indicates project is 100% complete and currently processing 24 rental applications.
- January 12, 2005 Laura Nicholson received a letter from Bill Booth requesting under freedom of information copies of all documentation from Authority files relating to Glenwood Falls. Information copied and provided to Mr. Booth.
- January 18, 2005 email from David Cox to Laura Nicholson requesting a meeting with Authority staff and subcontractor and suppliers attorneys. Forwarded email to Valerie Williams and Lewis Levy. As per conversation with Lewis he would call Bill Booth to see what is going on but said we did not plan to schedule a meeting. Lewis talked with Bill Booth and Mr. Booth said he was no longer representing Mr. Cox.
- January 20, 2005 Lewis talked with Dr. Laurent about the Glenwood Falls issues and it was decided that a meeting would be held.
- January 21, 2005 Laura Nicholson emails David Cox that a meeting can be scheduled and requested meeting dates and times that were convenient. Meeting scheduled for February 1st at 9:00 a.m.
- January 27, 2005 Jay Ragon sends letter to Randy Aldridge regarding Exhibit G inspection and items that are not in compliance based on the inspection that need to be corrected prior to issuing 8609s.
- February 1, 2005 meeting held between Authority staff and attorneys, State Representative Eldridge Emory, suppliers, subcontractors, David Cox and William Cox.
- February 2, 2005 received copies of two articles from the Fort Mill Times pertaining to Glenwood Falls.
- February 2, 2005 received copy of a letter from Foley & Lardner LLP., who are attorneys, dated December 2, 2004, relating to the use of eligible basis for Glenwood Falls.
- February 2, 2005 letter sent from Laura Nicholson to Randy Aldridge regarding the meeting Authority staff held with David Cox and others. Letter listed the following issues that needed to be addressed by the new ownership entity before 8609s would be issued: (1) Ownership structure and who is currently involved, (2) Foreclosure proceedings process, (3) Paramount money paid out -who got paid? and (4) CPA cost certification- we need to see the backup documents.
- February 2, 2005 Alice Brooks and Lewis Levy held a conference call with David Slade, reporter for the Post & Courier, regarding Glenwood Falls from the initial award to date.
- February 8, 2005 receive faxed copy of police report filed by Cathy Kleiman against David Cox for trespassing and disturbance.
- February 10, 2005 receive email from Jay Ragon that Exhibit G items have been corrected.

- February 10, 2005 receive package from Deborah McKenney of Blanco Tackabery Combs and Matamoros regarding answers to the February 2, 2005. Noted in letter that CPA cost information would be sent later.
- February 14, 2005 receive faxed new article from Charleston Post and Courier.
- February 16, 2005 send letter to Apollo Housing Capital regarding preserving credits for Glenwood Falls.
- February 18, 2005 Freedom of information request received from David Cox and documents as requested are sent out.
- February 19, 2005 receive CPA cost certification back up and Jay Ragon begins reviewing the paperwork.
- February 25, 2005 letter from Jay Ragon to Randy Aldridge regarding cost certification review and what additional information needs to be provided for further review and verification of expenditures.
- February 25 and 28, 2005 Freedom of Information requests from David Cox asking for copies of documents.
- February 28, 2005 letter sent to David Cox regarding the Authority's review of the information provided from Deborah McKenney. Indicated in the letter that CPA cost certification backup was still being reviewed.
- March 4, 2005 Authority mails out 8609s for development based on satisfactory review of CPA cost certification documentation.
- March 4, 2005 Memo prepared by Laura Nicholson regarding staff review of cost certification documentation.
- March 7, 2005 letter sent to David Cox regarding the issuance of 8609s to Glenwood Falls. Additional documents sent to David Cox under former freedom of information request.

GLENN G. REESE
SENATOR, SPARTANBURG COUNTY
SENATORIAL DISTRICT NO. 11

SENATE ADDRESS:
P. O. BOX 142
502 GRESSETTE SENATE OFFICE BLDG.
COLUMBIA, SC 29202
(803) 212-6108
E-MAIL: GR@SCSENATE.ORG

HOME ADDRESS:
507 FAGAN DRIVE
LAKE BOWEN
INMAN, SC 29348-7000
(864) 592-2984 HOME
(864) 585-1956 OFFICE

E-MAIL: REESEJO@CHARTER.NET



COMMITTEES:
BANKING AND INSURANCE
FINANCE
GENERAL
INVITATIONS
LABOR, COMMERCE AND INDUSTRY
RULES

MEMORANDUM

TO: Don Hinson, Executive Director
S.C. State Housing Finance and Development Authority

FROM: *GR* Glenn G. Reese *Cathy S.*

DATE: March 24, 2005

RE: John Taylor, Section 8 Administrator

Please find a copy of the enclosed correspondence from Cynthia A. Montgomery for your review and information. I would appreciate it if you would check this out. Thank you.

Enclosure

GGR/ks

*3-31-05 - called Sen R's ofc - spoke w/Cathy - told her
Spbg Hsg Auth is a city of spbg agency - we have
no authority there.*

RECEIVED

MAR 31 2005

EXECUTIVE DIRECTOR

DATE: March 14, 2005

TO: Mr. Roy Johnson, Executive Director, Spartanburg Housing Authority
Board of Commissioners, Spartanburg Housing Authority

FROM: Cynthia A. Montgomery, Section 8 Case Manager

SUBJECT: Response to your unjust, unfair and improper letters dated March 2nd, and
March 4th of 2005.

Until the arrival of Mr. John Taylor as Section 8 Administrator I was an exemplary employee. I Chaired the Safety Committee Chairman for three years and volunteered for the Programs Department frequently. I was a Planning Commissioner for the City of Spartanburg for eight years and serve as a Juvenile Arbitrator County of Spartanburg's Juvenile Justice System. Now I am an employee under the constant threat of termination.

I firmly believe once Mr. Taylor found out I had applied for the position he now holds he set out to get rid of me anyway he could. With his rude and abrasive style of management he has threatened to fire me, he is trying to force me to quit and this type of treatment has affected health (see letter from physician dated February 24, 2005).

At no time did I consider him calling me into his office as counseling or disciplinary sessions as set forth in your letter dated March 4, 2005. My interpretation was that his was again attempting to harass and intimidate.

During my interview for the Section 8 Administrator's position I was told by Mr. Faulkenberry "they will never hire another woman for that position," (EEOC). Mrs. Elizabeth Roscioli was a former Section 8 Director and she expired in 2003.

As for your statement item #3 "Failure to follow chain of command for the expression of concern over personnel/agency issues; thus attempting to receive preferential treatment."

1) In your, Notice of Probation Status, letter dated March 3, 2005 you stated the landlord complained that I did not return phone calls and had not attempted to resolve the situation of a unpaid rent back in July of 2004. I did not answer the phone machine because I was preparing paperwork for close-out a must do every end of the month. I was given the task of organizing close-out by Mr. Taylor. I prioritize my workload daily and working on the necessary paperwork for balancing was on the top of the list of things to do. My task was to organize close-out in a way that it would run smoother and in a more timely manner. Since February was a short month I decided to start close-out a few days early which meant a start date of February 23rd. I was suspended on the 25th of February. Only after my return from suspension did I find out about the incident. The landlord in question I can only assume is Chase Furnas & Co. This company has worked with the Authority's Section 8 program for many years and is aware of the end of the month close-out procedure. Ollie the Office Manager informed me that the error was on their end. They had not enter the HAP into their computer and she apologized to me for the

trouble it caused. She also commented she had inform Mr. Faulkenberry of the error and would call him again to restate the error.

Procotol: Executive Director, is the Chief Operation Officer; Board of Commissioners, the monitoring authority for the operations and Executives with the authority to terminate; City Counsel of the City of Spartanburg, appoints the Board of Commissioners; South Carolina Department of Labor, is the compliance agency; Equal Employment Opportunity Commission (EEOC) is the authority to investigate and authorizes the employee to sue; Representative Brenda Lee; and Senator Glenn Reese are my elected State Officials.

I am not expecting preferential treatment of any source and I am following basic protocol.

Resolution: 1) Remove letters dated March 2, 2005 and March 4, 2005 from my personnel file.

2) To be treated fairly and justly with dignity and respect and to be allowed to preform my duties and responsibilities without unfair interference.

CC: City Counsel of the City Spartanburg
Department of Labor
Equal Employment Opportunity Commission
The Honorable Brenda Lee
The Honorable Glenn Reese

Enclosure(s)

Cynthia A. Montgomery
490 Carolyn Drive
Spartanburg, SC 29306-5032
(864) 573 8801



REGIONAL PHYSICIAN NETWORK

THOMAS W. WESTMORELAND, M.D.
D. MARK HICKLIN, M.D.
SCOTT A. COLEY, M.D.

TWENTY FOUR
FEBRUARY
2005

TO WHOM IT MAY CONCERN:

Re: Cynthia Montgomery

Mrs. Montgomery has been a patient of ours for many years. She was scheduled for a pap smear on November 19, 2004, but unfortunately the day she came in she was under such duress, crying, and just unable to cope with her work stress, we were unable to perform that particular test at that time. I decided to bring her back and discuss things further. She was so distraught at that time she was even unable to discuss what was going on in her personal life. She came back on December 3, 2004. Her crying spells were better, but she was still having trouble with concentration and still suffering from what was an obvious acute depression. We started her on Lexapro 10 mgs. daily. She had never been treated for depression in the past. This medication helped tremendously. She did open up and say that she was having difficulty with her boss and that was causing the majority of her stress. On February 23, 2005 she was seen and feeling much better. She had been excused from work from 11-18-04 to 12-20-04. She stated she was still having difficulty with her boss. She said that was her main issue. She had filed a grievance against her boss at that point. As far as I am concerned, I agree that she definitely has work stress in that I witnessed the crying in the office. The short leave of absence along with the Lexapro 10 mgs. a day helped her tremendously. From all my observations and notes, I concur with the fact that she had significant difficulty with work stress.

If you need any more information concerning this patient, please let me know.

Sincerely,

Scott A. Coley, M.D.

SAC:hw

March 2, 2005

NOTICE OF PROBATIONARY STATUS

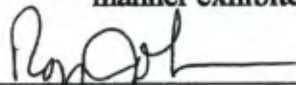
Cynthia Montgomery was suspended 2/25/05 for unprofessional behavior during the course of a verbal counseling session. Ms. Montgomery reported back to work 3/2/05 and was placed on an indefinite probationary status for the following issues:

- 1) Failure to demonstrate appropriate customer service attributes.
- 2) Failure to demonstrate professional behavior during the course of a performance counseling session.
- 3) Failure to follow chain of command for the expression of concern over personnel/agency issues; thus attempting to receive preferential treatment.

Ms. Montgomery's performance will be observed for improved customer service skills, professional behavior, and her ability to adhere to and accept supervision from agency management. Failure to demonstrate improvement in these areas will result in separation from employment with SHA.

It should also be noted that on March 1, 2005; two (2) additional complaints were received relative to Ms. Montgomery's performance:

1. Landlord called and spoke to Mr. Faulkenberry about inability to resolve unpaid rent dating back to July, 2004. Landlord reports that Ms. Montgomery does not return phone calls and has not attempted to resolve the situation.
2. Representative of current Section 8 tenant called to request assistance in resolving tenant need that has not been responded by Ms. Montgomery. Caller spoke to Mr. Johnson and related lack of responsiveness and unfriendly manner exhibited by Ms. Montgomery.

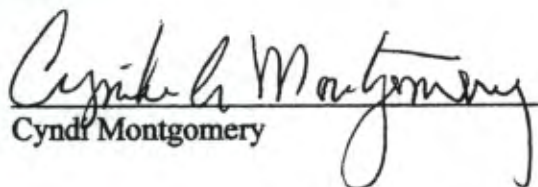


Roy Johnson

3/2/05

Date

Acknowledgement of Receipt of Notice:



Cyndi Montgomery

3/2/05

Date

March 4, 2005

Cynthia Montgomery

RE: Complaint of Harassment

Ms. Montgomery:

I have reviewed your complaint relative to "harassment" that you perceive to be receiving by your immediate Supervisor. I have reviewed the claim and have determined that you have not claimed harassment based on category protected by law, for example, sex, religion, etc. Your complaint is primarily that your Supervisor has counseled and disciplined you for things with which you disagree. You criticize your Supervisor's management style. This does not constitute illegal harassment or discrimination under the law. It is, however, a matter which I will address further.

I note that your incidents about which you complain follow and are based on disciplinary counseling sessions. From my review of the matter, it appears that the disciplinary sessions are founded and that you must take steps to correct the behavior cited.

Consider this our official response to your complaint of alleged harassment.

Sincerely,

A handwritten signature in dark ink, appearing to read "Roy Johnson", with a long horizontal line extending to the right.

Roy Johnson
Executive Director

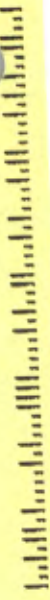


GLENN G. REESE
SENATOR, SPARTANBURG COUNTY
P. O. BOX 142
COLUMBIA, SC 29202

Don Hinson
S.C. STATE Housing Finance & Development
919 Bluff Rd.
Columbia, SC 29201



SC-919X 292012769 1804 13 03/30/05
NOTIFY SENDER OF NEW ADDRESS
: SC STATE HOUSING AUTHORITY
300 OUTLET POINTE BLVD #C
COLUMBIA SC 29210-5652





South Carolina State Housing Finance and Development Authority

300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831

www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 24, 2005

Mr. Mark Hamilton
1375 White Gull Road
Lugoff, SC 29078

Dear Mr. Hamilton:

I am responding to your letter sent to Mr. Charles Small, chairman of the Board of Commissioners for the State Housing Authority. After reviewing our records, it appears that your voucher expired because it was not used within the time allotted by our guidelines.

The State Housing Authority will waive your waiting time of one year so you can place your name back on the waiting list. To place your name back on the list, you will need to contact our Rental Assistance Division **Wednesdays** from **9 a.m. until noon** and from **2 p.m. until 4 p.m.** at 1-866-701-0314.

I hope this information will help you in reinstating yourself on the waiting list for Kershaw County. You will be receiving additional information from Christine Watkins of our Rental Assistance Division regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to be 'E. Laurent'.

Eugene A. Laurent, PhD
Executive Director

Cc: Mr. Charles I. Small

3-21-05

Dear Mr. Small,

I applied for housing last year and received a voucher back in October of 2004. At the time, I was in the process of looking for a place for my family and me. The limit which was given for expenses, I was really having a hard time finding a place to live.

Sir, I was injured in March of 2001. I am 38 yrs. old. My wife and I were married 10 yrs. before God blessed us with our daughter. Four months after Hayden was born, I severely injured myself. I have undergone 6 back operations. I have permanent nerve damage to my right leg which causes me to fall. It has really been hard. I was the main provider. My wife has never really worked. So, you can imagine how I felt after having our baby and then me losing my health. It has been very hard. I was use to making good money, then was forced to live on \$767 a month, with my now soon to be ex- wife, her check and my daughter's check to \$428. I brought home almost \$1200. That was very hard. My bills exceeded my income. I wanted the best for our daughter. You need clothes, to put her in school to interact with other children, car insurance, unexpected bills, it is really hard. Hayden will be 5 this year.

I have been through alot sir. These Doctors got me hooked on pain pills, I have lost my health, my marriage and sometimes I feel like just giving up, but I try to hold on for our daughter. My wife and I were both brought up in homes without fathers and we don't won't this for Hayden. We are trying to be civil for her sake. I love my wife. She is my best friend. I don't understand why things have happened as they did, but my trust is in God. He's in control of everything. Job lost everything in the Bible. Maybe, I am like him.

I am writing you because Dss has offered to vouch for me that I was made to leave our home, lost my vehicle, didn't have a way to go or a place to stay. My wife called and tried to get an extension for me because I was in a rehab. I think I did get a month extension, but I was homeless, without a place to stay or a way to

RECEIVED

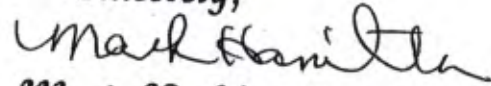
MAR 24 2005

I stayed in Greenville, S.C. with my Mother for awhile, but it's hard traveling back and forth to see my daughter. I am just beginning to get to see her again. When I was forced to leave our home, I missed Hayden's 4th birthday, Thanksgiving, Christmas, bringing in the New Year and Valentine's Day with her. Life is so precious, and I don't want to be without my daughter anymore.

Sir, I have really been through alot. After our daughter was born, I lost my health. My wife had to take care of us both with no help whatsoever. She was really stressed, I imagine. My wife eventually stepped out on me. I suppose she needed attention. Tonya is my best friend and I do still love her. We were together 16 yrs. She is also seeking her disability. She suffers from ADHD, a panic disorder called agoraphobia and depression. Alot has happened. That is why Tonya has never worked.

Sir, the supervisor's name is Jean Catoe with Dss. The telephone # is (803)-432-7676, ext. 181. She said that if you needed to call and talk with her that she would do anything to help me out. She knows what all has happened and she knows the hardship which I am having. I am living in a motel right now and it is very hard living on a fixed income. I need a home so my daughter can have her own room and a yard to go out and play when she gets visits with me. I just want the best for Hayden. I have been through enough. I live on a fixed income. It's very hard. Sometimes I feel like giving up, but I hold on for Hayden. My wife and I were both brought up in homes without our fathers around and we don't want this for Hayden. She didn't ask to be brought into this world. I know my wife use to pray everyday for God to please bless us with a child. He did after 10 yrs. of being married. I know alot has happened and I don't understand why, but I can't question God. He is in control of everything. I am enclosing the safety plans from when I was forced to leave our home and the one recently. I am disabled and I would appreciate it if you would please not make me wait another year to reapply due to circumstances which caused this confusion and more heart-ache on me. I am

egging you to please issue me another voucher. I'm not use to begging Sir, but I am desperate. When you've been through what all that I have endured, it humbles you greatly. I pray that you will make an exception and have compassion for me Mr. Small. As I said before, Mrs. Catoe will vouch for me and she is willing to help me whatsoever. I hope to hear from you very soon. Thank you for listening to my heart on paper. You can write me back at Tonya's address. She will give me my mail. I am in a motel and I don't have a mailing address. God bless!

Sincerely,

Mark B. Hamilton

P.S.

My social security # is 250-92-3956
birthdate-10-20-66

I am staying in the American Inn. The telephone # here is (803)-731-5533, rm. 113. I don't know how long I will be at this one. Motels are very expensive. I am living on a fixed income and I'm trying to find an affordable one. I hope you will help me Sir. Thank you and Tonya will give me my mail. Should you want to contact me, I'm at this #.

**South Carolina Department of Social Services
CASE PLAN – SAFETY ISSUES**

Page 1 of 1

Name: Mark / Sonya Hamilton Case Number: _____

Based on the allegations of the report and other information gathered, the DSS has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we the undersigned, have developed this plan, and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety. Please note that absent the following preventive services, the agency will move to place your child in foster care. The risk factors shown below place your child at serious risk of removal into DSS custody.

Risk Factor: <u>Physical Abuse</u>	Rating: <u>High</u>
Preventive Service: <u>I, Mark Hamilton agree to have no contact with Hayden Hamilton until otherwise notified by DSS. I understand</u>	
Risk Factor: <u>that if I attempt to have contact with Hayden an assessment for foster care will be necessary.</u>	Rating: _____
Preventive Service: _____	
Risk Factor: <u>I, Sonya Hamilton understand that Mark Hamilton can have no contact with Hayden Hamilton. I understand that if I allow Mark Hamilton to have contact with Hayden, law enforcement will be contacted and an assessment for foster care will be necessary.</u>	Rating: _____
Preventive Service: _____	

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

<u>Mark B. Hamilton</u> Protector's Signature	Date	<u>Kudesh Walker</u> Worker's Signature	<u>11/10/04</u> Date
<u>Paul B. Hamilton</u> Parent's Signature	Date	<u>Sonya L. Hamilton</u> Parent's Signature	<u>11-10-04</u> Date

☐ Parent(s)/Caretaker refused to sign

**South Carolina Department of Social Services
SAFETY PLAN**

NAME: Hamilton

CASE NUMBER: _____

Based on the allegations of the report and other information gathered, the Department of Social Services has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we, the undersigned, have developed this plan and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety.

RISK FACTOR:

METHOD OF CONTROL: I, James Hamilton, understand that I must supervise all contact between Mark Hamilton and Hayden Hamilton. I understand that if Mark is under the **RATING:** _____

RISK FACTOR:

METHOD OF CONTROL: influence of any substance I will not allow any contact between Mark and Hayden. If necessary, I will contact 911. I understand that if I do not follow this plan **RATING:** _____

RISK FACTOR:

METHOD OF CONTROL: on assessment for foster care may be necessary. I, Mark Hamilton, understand that I may have supervised visits with Hayden. I understand that I may not be under the **RATING:** _____

RISK FACTOR:

METHOD OF CONTROL: influence of any substance. I understand that if I am James will not allow visits. I understand that if I do not follow this plan on assessment for foster **RATING:** _____

RISK FACTOR:

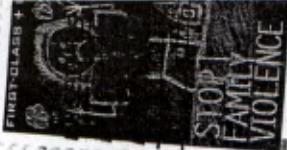
METHOD OF CONTROL: case may become necessary. **RATING:** _____

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

Protector's Signature: <u>James L. Hamilton</u>	Date: <u>3-15-05</u>
Parent's Signature: <u>James L. Hamilton</u>	Date: <u>3-15-05</u>
Parent's Signature: <u>Mark B. Hamilton</u>	Date: <u>3/15/05</u>
Worker's Signature: <u>Andrea Walker</u>	Date: <u>3-15-05</u>
Parent(s)/Caretaker refused to sign	

1375 White Bull Rd.
Lugoff, S.C.

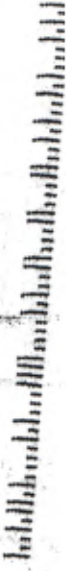
29078



S.C. Housing Authority
300 - C Bullett Pointe Blvd.
Columbia, S.C. 29210

Attn: Mr. Charles Small

29210+5666



3-21-05

Dear Mr. Small,

I applied for housing last year and received a voucher back in October of 2004. At the time, I was in the process of looking for a place for my family and me. The limit which was given for expenses, I was really having a hard time finding a place to live.

Sir, I was injured in March of 2001. I am 38 yrs. old. My wife and I were married 10 yrs. before God blessed us with our daughter. Four months after Hayden was born, I severely injured myself. I have undergone 6 back operations. I have permanent nerve damage to my right leg which causes me to fall. It has really been hard. I was the main provider. My wife has never really worked. So, you can imagine how I felt after having our baby and then me losing my health. It has been very hard. I was use to making good money, then was forced to live on \$767 a month, with my now soon to be ex- wife, her check and my daughter's check totaled \$428. I brought home almost \$1200. That was very hard. My bills exceeded my income. I wanted the best for our daughter. You need clothes, to put her in school to interact with other children, car insurance, unexpected bills, it is really hard. Hayden will be 5 this year.

I have been through alot sir. These Doctors got me hooked on pain pills, I have lost my health, my marriage and sometimes I feel like just giving up, but I try to hold on for our daughter. My wife and I were both brought up in homes without fathers and we don't won't this for Hayden. We are trying to be civil for her sake. I love my wife. She is my best friend. I don't understand why things have happened as they did, but my trust is in God. He's in control of everything. Job lost everything in the Bible. Maybe, I am like him.

I am writing you because Dss has offered to vouch for me that I was made to leave our home, lost my vehicle, didn't have a way to go or a place to stay. My wife called and tried to get an extension for me because I was in a rehab. I think I did get a month extension, but I was homeless, without a place to stay or a way to

RECEIVED

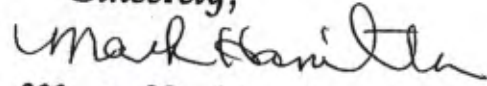
MAR 24 2005

I stayed in Greenville, S.C. with my Mother for awhile, but it's hard traveling back and forth to see my daughter. I am just beginning to get to see her again. When I was forced to leave our home, I missed Hayden's 4th birthday, Thanksgiving, Christmas, bringing in the New Year and Valentine's Day with her. Life is so precious, and I don't won't to be without my daughter anymore.

Sir, I have really been through alot. After our daughter was born, I lost my health. My wife had to take care of us both with no help whatsoever. She was really stressed, I imagine. My wife eventually stepped out on me. I suppose she needed attention. Tonya is my best friend and I do still love her. We were together 16 yrs. She is also seeking her disability. She suffers from ADHD, a panic disorder called agoraphobia and depression. Alot has happened. That is why Tonya has never worked.

Sir, the supervisor's name is Jean Catoe with Dss. The telephone # is (803)-437-7676, ext. 181. She said that if you needed to call and talk with her that she would do anything to help me out. She knows what all has happened and she knows the hardship which I am having. I am living in a motel right now and it is very hard living on a fixed income. I need a home so my daughter can have her own room and a yard to go out and play when she gets visits with me. I just want the best for Hayden. I have been through enough. I live on a fixed income. It's very hard. Sometimes I feel like giving up, but I hold on for Hayden. My wife and I were both brought up in homes without our Fathers around and we don't won't this for Hayden. She didn't ask to be brought into this world. I know my wife use to pray everyday for God to please bless us with a child. He did after 10 yrs. of being married. I know alot has happened and I don't understand why, but I can't question God. He is in control of everything. I am enclosing the safety plans from when I was forced to leave our home and the one recently. I am disabled and I would appreciate it if you would please not make me wait another year to reapply due to circumstances which caused this confusion and more heart-ache on me. I am

begging you to please issue me another voucher. I'm not use to begging Sir, but I am desperate. When you've been through what all that I have endured, it humbles you greatly. I pray that you will make an exception and have compassion for me Mr. Small. As I said before, Mrs. Catoe will vouch for me and she is willing to help me whatsoever. I hope to hear from you very soon. Thank you for listening to my heart on paper. You can write me back at Tonya's address. She will give me my mail. I am in a motel and I don't have a mailing address. God bless!

Sincerely,

Mark B. Hamilton

P.S.

My social security # is 250-92-3956

b. hdate-10-20-66

I am staying in the American Inn. The telephone # here is (803)-731-5533, rm. 113. I don't know how long I will be at this one. Motels are very expensive. I am living on a fixed income and I'm trying to find an affordable one. I hope you will help me Sir. Thank you and Tonya will give me my mail. Should you want to contact me, I'm at this #.

**South Carolina Department of Social Services
CASE PLAN – SAFETY ISSUES**

Page 1 of 1

Name: Mark / Sonya Hamilton Case Number: _____

Based on the allegations of the report and other information gathered, the DSS has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we the undersigned, have developed this plan, and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety. **Please note that absent the following preventive services, the agency will move to place your child in foster care. The risk factors shown below place your child at serious risk of removal into DSS custody.**

Risk Factor: <u>Physical Abuse</u>	Rating: <u>High</u>
Preventive Service: <u>I, Mark Hamilton agree to have no contact with Hayden Hamilton until otherwise notified by DSS. I understand</u>	
Risk Factor: <u>that if I attempt to have contact with</u>	Rating: _____
Preventive Service: <u>Hayden an assessment for foster care will be necessary.</u>	
Risk Factor: <u>I, Sonya Hamilton understand that</u>	Rating: _____
Preventive Service: <u>Mark Hamilton can have no contact with Hayden Hamilton. I understand that if I allow Mark Hamilton to</u>	
Risk Factor: <u>have contact with Hayden, law enforcement</u>	Rating: <u>+</u>
Preventive Service: <u>will be contacted and an assessment for foster care will be necessary.</u>	

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

<u>Mark B. Hamilton</u> Protector's Signature	Date	<u>Kudus Walker</u> Worker's Signature	<u>11/10/04</u> Date
<u>Mark B. Hamilton</u> Parent's Signature	Date	<u>Sonya L. Hamilton</u> Parent's Signature	<u>11/10/04</u> Date

☐ Parent(s)/Caretaker refused to sign

**South Carolina Department of Social Services
SAFETY PLAN**

NAME: Hamilton

CASE NUMBER:

Based on the allegations of the report and other information gathered, the Department of Social Services has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we, the undersigned, have developed this plan and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety.

RISK FACTOR:

RATING:

METHOD OF CONTROL:

I, James Hamilton, understand that I must supervise all contact between Mark Hamilton and Hayden Hamilton. I understand that if Mark is under the

RISK FACTOR:

RATING:

METHOD OF CONTROL:

influence of any substance I will not allow any contact between Mark and Hayden. If necessary, I will contact 911. I understand that if I do not follow this plan

RISK FACTOR:

RATING:

METHOD OF CONTROL:

an assessment for foster case may be I, Mark Hamilton, understand that I may have supervised visits with Hayden. I understand that I may not be under the

RISK FACTOR:

RATING:

METHOD OF CONTROL:

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RISK FACTOR:

RATING:

METHOD OF CONTROL:

case may become necessary.

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

Protector's Signature:

James L. Hamilton

Date:

3-15-05

Parent's Signature:

James L. Hamilton

Date: 3-15-05

Parent's Signature:

Mark B Hamilton

Date: 3/15/05

Worker's Signature:

Andrea Walker

Date:

3-15-05

☐ Parent(s)/Caretaker refused to sign

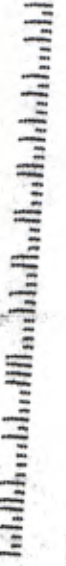
1375 White Bull Rd.
Lugoff, S.C. 29078



S.C. Housing Authority
300 - C Quillet Pointe Blvd.
Columbia, S.C. 29210

Attn: Mr. Charles Small

2321045666



3-21-05

Dear Mr. Small,

I applied for housing last year and received a voucher back in October of 2004. At the time, I was in the process of looking for a place for my family and me. The limit which was given for expenses, I was really having a hard time finding a place to live.

Sir, I was injured in March of 2001. I am 38 yrs. old. My wife and I were married 10 yrs. before God blessed us with our daughter. Four months after Hayden was born, I severely injured myself. I have undergone 6 back operations. I have permanent nerve damage to my right leg which causes me to fall. It has really been hard. I was the main provider. My wife has never really worked. So, you can imagine how I felt after having our baby and then me losing my health. It has been very hard. I was use to making good money, then was forced to live on \$767 a month, with my now soon to be ex- wife, her check and my daughter's check to total \$428. I brought home almost \$1200. That was very hard. My bills exceeded my income. I wanted the best for our daughter. You need clothes, to put her in school to interact with other children, car insurance, unexpected bills, it is really hard. Hayden will be 5 this year.

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RECEIVED

MAR 24 2005

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Sincerely,

Mark Hamilton
Mark B. Hamilton

P.S.

My social security # is 250-92-3956
b. hdate-10-20-66

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**South Carolina Department of Social Services
CASE PLAN – SAFETY ISSUES**

Page 1 of 1

Name: Mark / Sonya Hamilton Case Number: _____

Based on the allegations of the report and other information gathered, the DSS has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we the undersigned, have developed this plan, and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety. **Please note that absent the following preventive services, the agency will move to place your child in foster care. The risk factors shown below place your child at serious risk of removal into DSS custody.**

Risk Factor: <u>Physical Abuse</u>	Rating: <u>High</u>
Preventive Service: <u>I, Mark Hamilton agree to have no contact with Hauden Hamilton until otherwise notified by DSS. I understand</u>	
Risk Factor: <u>That if I attempt to have contact with</u>	Rating: _____
Preventive Service: <u>Hauden an assessment for foster care will be necessary.</u>	
Risk Factor: <u>I, Sonya Hamilton understand that</u>	Rating: _____
Preventive Service: <u>Mark Hamilton can have no contact with Hauden Hamilton. I understand that if I allow Mark Hamilton to</u>	
Risk Factor: <u>have contact with Hauden, law enforcement</u>	Rating: _____
Preventive Service: <u>will be contacted and an assessment for foster care will be necessary.</u>	

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

<u>Mark B. Hamilton</u> Protector's Signature	Date	<u>Kudus Walker</u> Worker's Signature	11/10/04 Date
<u>Mark B. Hamilton</u> Protector's Signature	Date	<u>Sonya L. Hamilton</u> Parent's Signature	11/10/04 Date

☐ Parent(s)/Caretaker refused to sign

**South Carolina Department of Social Services
SAFETY PLAN**

NAME: <u>Hamilton</u>	CASE NUMBER:
-----------------------	--------------

Based on the allegations of the report and other information gathered, the Department of Social Services has identified the following factors as placing your child or children at risk of harm. In order to control these factors, we, the undersigned, have developed this plan and agree to abide by it during the course of the investigation. The identified Protector understands and agrees to take responsibility for the child's safety.

RISK FACTOR:	RATING:
METHOD OF CONTROL: <u>I, James Hamilton, understand that I must supervise all contact between Mark Hamilton and Hayden Hamilton. I understand that if Mark is under the</u>	

RISK FACTOR:	RATING:
METHOD OF CONTROL: <u>influence of any substance I will not allow any contact between Mark and Hayden. If necessary I will contact 911. I understand that if I do not follow this plan</u>	

RISK FACTOR: <u>an assessment for foster</u>	RATING: <u>case may be</u>
METHOD OF CONTROL: <u>necessary. I, Mark Hamilton, understand that I may have supervised visits with Hayden. I understand that I may not be under the</u>	

RISK FACTOR:	RATING:
METHOD OF CONTROL: <u>influence of any substance. I understand that if I am James will not allow visits. I understand that if I do not follow this plan an assessment for foster</u>	

RISK FACTOR:	RATING:
METHOD OF CONTROL: <u>case may become necessary.</u>	

I, as Protector, agree to assume responsibility for the safety of the child(ren) during the investigation.

Protector's Signature: <u>James L. Hamilton</u>	Date: <u>3-15-05</u>
Parent's Signature: <u>James L. Hamilton</u> Date: <u>3-15-05</u>	Parent's Signature: <u>Mark B Hamilton</u> Date: <u>3/15/05</u>
Worker's Signature: <u>Andrea Walker</u>	Date: <u>3-15-05</u>

☐ Parent(s)/Caretaker refused to sign

1375 White Bull Rd.
August, S.C.
29018

Attn: Mr. Charles

Small

23210+5666



S.C. Flewings Authority
300 - E Bullt Pointe Blvd.
Columbia, S.C.
29210





South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 15, 2005

The Honorable Mark Sanford
P. O. Box 12267
Columbia, South Carolina 29211

Re: Daniel Avery

Dear Governor Sanford:

Thank you for forwarding to me Mr. Avery's letter of concern regarding the processing of his mortgage loan application. We received a similar letter in February and provided the attached response.

If you have any questions, please let me know.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

Attachment



State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

March 7, 2005

Dr. Eugene A. Laurent, Director
South Carolina State Housing
Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

Dear Andy,

Please find enclosed a copy of a letter from Daniel Avery with concerns regarding the processing of his mortgage loan application. Your assistance in responding would be greatly appreciated. Thanks in advance for your help and take care.

Sincerely,

A handwritten signature in black ink, appearing to be 'MS', written over a horizontal line.

Mark Sanford

MS/al

Enclosure

RECEIVED
MAR 15 2005
EXECUTIVE DIRECTOR



South Carolina State Housing Finance and Development Authority

300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831

www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 9, 2005

Daniel Avery
P.O. Box 2152
Greenville, SC 29201

Re: Disputed Charges

Dear Mr. Avery,

I have reviewed your letter of January 28, 2005. Per legal requirements the fees that are in section 800 of your Good Faith Estimate cannot be moved to section 1300. The document prep fee and the bank processing fees are standard fees that are on all state housing loans and cannot be eliminated. I did speak with the Palmetto Bank and they informed me that you did receive a \$200 credit voucher from the Palmetto Bank toward these fees.

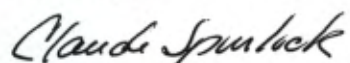
The deposits required in section 1000 are for your escrow account. The Housing Authority requires escrows to be collected monthly on all loans and this requirement cannot be waived. The Housing Authority also requires that a loan with a down payment of less than 20% will require PMI insurance. We do allow for cancellation of the mortgage insurance after 24 payments have been made and your balance reaches 80% of the original appraisal or sales price, which ever is lower.

The Federal Truth and Lending Form that you have questioned will show a higher rate than your actual loan rate. The government requires that all costs involved in the loan be subtracted from the loan amount to calculate an APR figure. The APR is not your mortgage rate and your 5.45% mortgage rate has not changed. Your loan has also been reserved for \$129,000.00 and once again the numbers you are seeing is for the Truth and Lending Form only so therefore your original loan request has not changed. For additional information on APR and Federal Truth and Lending please contact your loan officer.

Your 810 credit score is very impressive but unfortunately at this time we are not allowed to waive fees, costs or other requirements based on credit scores.

I regret that you had an unpleasant experience with the Palmetto Bank and I appreciate you bring this to our attention. I have talked with Will Ferguson, the head of the mortgage division at The Palmetto Bank. He has state that you have reactivated the loan and plan to close in the near future. If you would like to discuss this further please contact me 803-896-9396.

Sincerely,

A handwritten signature in cursive script that reads "Claude Spurlock".

Claude Spurlock
Director, Loan Production

302020
RECEIVED

P.O. BOX 2152
GREENVILLE, SC 29602

FEB 09 2005

Referred to

Answered

FEBRUARY 8, 2005

RE: LOAN PROBLEM/PALMETTO BANK/SC HOUSING AUTHORITY

THE HONORABLE MARSHALL SANFORD
OFFICE OF THE GOVERNOR SOUTH CAROLINA
P.O. BOX 12267
COLUMBIA, SC 29211

DEAR GOVERNOR SANFORD:

SINCE DECEMBER 29, 2004 WE HAVE BEEN ATTEMPTING TO HAVE OUR MORTGAGE LOAN APPLICATION PROCESSED. COPIES OF THE ATTACHED LETTERS WILL ADDRESS WHOM WE HAD CONTACTED FOR ASSISTANCE TO DATE. NO ONE HAS REPLIED TO OUR REQUEST FOR ASSISTANCE IN WRITING.

THE SC HOUSING, FINANCE, AND DEVELOPMENT AUTHORITY, SOUTH CAROLINA STATE ADMINISTER THE PROGRAM. THE BANK WE SUBMITTED OUR LOAN APPLICATION TO PALMETTO BANK, HAYWOOD ROAD, GREENVILLE, AND SC.

THE PROBLEM IS CONSTANT DELAYS AND UNPROFESSIONAL CONDUCT BY THE LOAN OFFICER.

REQUEST YOUR ASSISTANCE IN GETTING OUR LOAN PROCESSED.

AFTER READING AND VERIFYING OUR PROBLEMS WITH INDIVIDUALS IN THE SYSTEM. PLEASE ACCEPT MY REQUEST FOR APPOINTMENT TO THE HOUSING AUTHORITY BOARD FOR GREENVILLE. THERE IS NO ONE FROM GREENVILLE COUNTY ON THE BOARD.

IF I CAN BE OF FURTHER ASSISTANCE PLEASE ADVISE.

BEST REGARDS,



DANIEL AVERY

P.O. BOX 2152
GREENVILLE, SC 29602

FEBRUARY 3, 2005

RE: DISPUTED CHARGES STATE LOAN PROGRAM

DONALD HINSON, EXECUTIVE DIRECTOR
SOUTH CAROLINA STATE HOUSING, FINANCE, AND DEVELOPMENT
AUTHORITY
919 BUFF ROAD
COLUMBIA, SC 29201

DEAR MR. HINSON:

ON OR ABOUT JANUARY 20, 2005 WE SUBMITTED THE ATTACHED LETTERS
TO WILLIAM FANNING STATING OUR CONCERNS OF CHARGES ADDED TO
OUR MORTGAGE LOAN APPLICATION. REQUEST A WRITTEN REPLY OF
YOUR FINDINGS AND THE PROCEDURE FOR REQUESTING AN
INVESTIGATION. REQUEST A MEETING/HEARING BEFORE THE HOUSING
AUTHORITY BOARD.

REPLY TO THE ABOVE ADDRESS.

BEST REGARDS,



DANIEL AVERY

P.O. BOX 2152
GREENVILLE, SC 29602

JAN. 20, 2005
RE: LOAN NUMBER 4829DG

WILLIAM FANNING
S.C. STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY
ATTN: MORTGAGE SERVING
300-C OUTLET POINTE BLVD.
COLUMBIA, SC 29210

DEAR MR. FANNING:

IN REFERENCE TO THE ABOVE AND OUR CONVERSATION WITH DALE GARDNER MORTGAGE LOAN OFFICER, AT PALMETTO BANK, 470 HAYWOOD ROAD, P.O. BOX 5473, GREENVILLE, SOUTH CAROLINA 29606 (PH 1-800-288-7975).

DURING OUR APPLICATION PROCESS WITH DALE GARDNER, MANY OF OUR QUESTION WAS ANSWER WITH "I DON'T KNOW". FEES WHERE ADDED, REMOVED AND RE-ADDED THAT WE DID NOT AGREE WITH. THE SC STATE HOUSING WEB SITE INFORMATION DID NOT AGREE WITH WHAT DALE GARDNER WAS SAYING. DALE GARDNER WAS INFLATING OUR CLOSING COST AND HER COMMENT WAS THAT EVERYBODY DOES THIS. WE ARE NOT EVERYBODY AND WE DON'T AGREE WITH INFLATING FEES TO INCREASE BANKS MARGINS ON LOANS.

REQUEST YOUR REVIEW OF OUR APPLICATION AND THE ATTACHED LETTER ADDRESSING OUR CONCERNS. THE LETTER IS ADDRESS TO, " TO WHOM IT MAY CONCERN" ATTACHED. ADVISE IF OUR REQUEST MEET SC STATE HOUSING GUIDELINES? APPROVE OUR LOAN REQUEST WITH THE NECESSARY CORRECTIONS.

PLEASE ADVISE AT YOUR EARLIEST CONVENIENCE.

BEST REGARDS,



DANIEL AVERY

P. O. BOX 2152
GREENVILLE, SC 29602

JAN. 18, 2005

RE: FEES & DEPOSITS

TO WHOM IT MAY CONCERNS
SOUTH CAROLINA STATE
HOUSING, FINANCE AND DEVELOPMENT AUTHORITY
919 BUFF RD.
COLUMBIA, SC 29201

DEAR SIR:

I HAVE REVIEWED THE GOOD FAITH ESTIMATE. WE ARE CONCERN ABOUT THE FEES ADDED IN SECTION 800. THE FOLLOWING FEES WILL BE PREPAID BY THE BORROWER (APPRAISAL, HAZARD INSURANCE, PROPERTY TAX & PMI). FEES OF CONCERN ADDED WERE PROCESSING FEE TO BANK, DOC PREP FEE TO MMSI, TAX SERVICE, AND FLOOD CERTIFICATE FEE FIDELITY NATIONAL. WE REQUEST THAT THE FLOOD CERTIFICATE FEE BE PLACED IN SECTION 1300 AND THE DOCUMENTATION PREP FEE AND BANK PROCESSING BE ELIMINATED. THE FEES ADDED INFLATED OUR RATE AND THE DEPOSITS INFLATED OUR CLOSING COST.

THE DEPOSITS SECTION 1000 IS NOT NECESSARY BECAUSE WE ARE PAYING HAZARD INSURANCE, PROPERTY TAX, AND PMI IN ADVANCE. WHY IS IT NECESSARY FOR YOU TO HOLD DEPOSIT FOR THE ABOVE?

WE DO NOT WANT AN ESCROW ACCOUNT FOR THIS LOAN. OUR DOWN PAYMENT WAS \$14000.00 (YOU REQUIRED \$3,000.00). THE DOWN PAYMENT REDUCES YOUR PMI LIABILITY FROM 20% TO 10%. ADJUST PMI PREMIUM ACCORDINGLY. WILL THE STATE GUARANTEE THE FIRST 20% OF THE LOAN FOR SOUTH CAROLINA VETERANS (USMC)? THIS WOULD SAVE ON THE PMI COST.

THE FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT AMOUNT FINANCED IS \$126,703.65 (WE REQUESTED 129,000.00). WHY WAS \$2296.35 REMOVE FROM AMOUNT OF LOAN? WHAT IS IT BEING USED FOR? OUR RATE IS NOW 6.211 WHY!!

OUR CREDIT SCORES (AVG. 810) AND DOWN PAYMENT JUSTIFY THE ABOVE CONSIDERATION. THE ABOVE PLACE US IN THE VERY LOW RISK CATEGORY FOR OUR LOAN AS A FIRST TIME HOME BUYER.

IF I CAN BE OF FURTHER ASSISTANCE PLEASE ADVISE.

BEST REGARD,


DANIEL AVERY

P.O. BOX 2152
GREENVILLE, SC 29602

*Alice
Claude*

FEBRUARY 3, 2005

RE: DISPUTED CHARGES STATE LOAN PROGRAM


DONALD HINSON, EXECUTIVE DIRECTOR
SOUTH CAROLINA STATE HOUSING, FINANCE, AND DEVELOPMENT
AUTHORITY
919 BUFF ROAD
COLUMBIA, SC 29201

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INVESTIGATION. REQUEST A MEETING/HEARING BEFORE THE HOUSING
AUTHORITY BOARD.

REPLY TO THE ABOVE ADDRESS.

BEST REGARDS,


DANIEL AVERY

RECEIVED

FEB 09 2005

EXECUTIVE DIRECTOR

P.O. BOX 2152
GREENVILLE, SC 29602

JAN. 20, 2005
RE: LOAN NUMBER 4829DG

WILLIAM FANNING
S.C. STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY
ATTN: MORTGAGE SERVING
300-C OUTLET POINTE BLVD.
COLUMBIA, SC 29210

DEAR MR. FANNING:

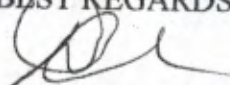
IN REFERENCE TO THE ABOVE AND OUR CONVERSATION WITH DALE GARDNER MORTGAGE LOAN OFFICER, AT PALMETTO BANK, 470 HAYWOOD ROAD, P.O. BOX 5473, GREENVILLE, SOUTH CAROLINA 29606 (PH 1-800-288-7975).

DURING OUR APPLICATION PROCESS WITH DALE GARDNER, MANY OF OUR QUESTION WAS ANSWER WITH "I DON'T KNOW". FEES WHERE ADDED, REMOVED AND RE-ADDED THAT WE DID NOT AGREE WITH. THE SC STATE HOUSING WEB SITE INFORMATION DID NOT AGREE WITH WHAT DALE GARDNER WAS SAYING. DALE GARDNER WAS INFLATING OUR CLOSING COST AND HER COMMENT WAS THAT EVERYBODY DOES THIS. WE ARE NOT EVERYBODY AND WE DON'T AGREE WITH INFLATING FEES TO INCREASE BANKS MARGINS ON LOANS.

REQUEST YOUR REVIEW OF OUR APPLICATION AND THE ATTACHED LETTER ADDRESSING OUR CONCERNS. THE LETTER IS ADDRESS TO, "TO WHOM IT MAY CONCERN" ATTACHED. ADVISE IF OUR REQUEST MEET SC STATE HOUSING GUIDELINES? APPROVE OUR LOAN REQUEST WITH THE NECESSARY CORRECTIONS.

PLEASE ADVISE AT YOUR EARLIEST CONVENIENCE.

BEST REGARDS,



DANIEL AVERY

P. O. BOX 2152
GREENVILLE, SC 29602

JAN. 18, 2005
RE: FEES & DEPOSITS

TO WHOM IT MAY CONCERNS
SOUTH CAROLINA STATE
HOUSING, FINANCE AND DEVELOPMENT AUTHORITY
919 BUFF RD.
COLUMBIA, SC 29201

DEAR SIR:

I HAVE REVIEWED THE GOOD FAITH ESTIMATE. WE ARE CONCERN ABOUT THE FEES ADDED IN SECTION 800. THE FOLLOWING FEES WILL BE PREPAID BY THE BORROWER (APPRAISAL, HAZARD INSURANCE, PROPERTY TAX & PMI). FEES OF CONCERN ADDED WERE PROCESSING FEE TO BANK, DOC PREP FEE TO MMSI, TAX SERVICE, AND FLOOD CERTIFICATE FEE FIDELITY NATIONAL. WE REQUEST THAT THE FLOOD CERTIFICATE FEE BE PLACED IN SECTION 1300 AND THE DOCUMENTATION PREP FEE AND BANK PROCESSING BE ELIMINATED. THE FEES ADDED INFLATED OUR RATE AND THE DEPOSITS INFLATED OUR CLOSING COST.

THE DEPOSITS SECTION 1000 IS NOT NECESSARY BECAUSE WE ARE PAYING HAZARD INSURANCE, PROPERTY TAX, AND PMI IN ADVANCE. WHY IS IT NECESSARY FOR YOU TO HOLD DEPOSIT FOR THE ABOVE?


WE DO NOT WANT AN ESCROW ACCOUNT FOR THIS LOAN. OUR DOWN PAYMENT WAS \$14000.00 (YOU REQUIRED \$3,000.00). THE DOWN PAYMENT REDUCES YOUR PMI LIABILITY FROM 20% TO 10%. ADJUST PMI PREMIUM ACCORDINGLY. WILL THE STATE GUARANTEE THE FIRST 20% OF THE LOAN FOR SOUTH CAROLINA VETERANS (USMC)? THIS WOULD SAVE ON THE PMI COST.

THE FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT AMOUNT FINANCED IS \$126,703.65 (WE REQUESTED 129,000.00). WHY WAS \$2296.35 REMOVE FROM AMOUNT OF LOAN? WHAT IS IT BEING USED FOR? OUR RATE IS NOW 6.211 WHY!!

OUR CREDIT SCORES (AVG. 810) AND DOWN PAYMENT JUSTIFY THE ABOVE CONSIDERATION. THE ABOVE PLACE US IN THE VERY LOW RISK CATEGORY FOR OUR LOAN AS A FIRST TIME HOME BUYER.

IF I CAN BE OF FURTHER ASSISTANCE PLEASE ADVISE.

BEST REGARD,


DANIEL AVERY



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

March 11, 2005

Eugene A. Laurent
Executive Director

Ms. Mary B. Shannon
15765 Panola Road
Pinewood, S.C. 29125

Dear Ms. Shannon:

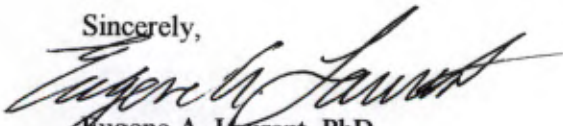
Representative Alex Harvin was kind enough to forward your letter to our agency for a response. The State Housing Authority administers the Housing Trust Fund program in the state. This program includes an owner occupied rehabilitation portion and this will probably best address your needs. These funds can only be accessed by a non-profit organization in your area (see list below). You will need to contact one of these non-profits and explain your situation. They can then make an application to us for rehabilitation of your home. All applications will be considered by our Trust Fund Department and recommended to our Board of Commissioners.

Community Assistance Provider, Inc.	(803) 261-0295
Santee Lynches Regional Council of Governments	(803) 775-7381
Sumter County Community Development Corporation	(803) 436-2419
Wateree Community Actions, Inc.	(803) 775-4354

The USDA South Carolina Office of Rural Development also has an owner occupied rehabilitation program. To find out more about what they offer, you can contact the Sumter office at (803) 905-7650.

I hope these contacts can help you and don't hesitate to contact us should you need further information.

Sincerely,


Eugene A. Laurent, PhD
Executive Director

Cc: Representative Alex Harvin, III

FAX COVER SHEET

**S. C. HOUSE OF REPRESENTATIVES
WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

DATE: March 10, 2005

TO: Mr. Eugene A. Laurent, Director
SC State Housing Authority

FROM: Alex Harvin III
Majority Leader Emeritus

FAX NUMBER: (803)-896-8583

PHONE NUMBER:

PAGES: 3 (including this one)

MESSAGE:

**IF YOU DO NOT RECEIVE ALL OF THE SHEETS INDICATED, PLEASE
CONTACT THE WORD PROCESSING CENTER**

vhr/fax

RECEIVED
MAR 10 2005
EXECUTIVE DIRECTOR

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135

C. ALEX HARVIN III
DISTRICT 64WAYS & MEANS COMMITTEE
RANKING MEMBER
MAJORITY LEADER EMERITUSHOME ADDRESS
POST OFFICE BOX 266
SUMMERTON, SC 29148
(803) 485-8687
(803) 485-8707 FAX

March 10, 2005

Mr. Eugene A. Laurent, Director
State Housing Authority
FAX 803-896-8583

Dear Mr. Laurent:

I have enclosed a copy of a letter that I received from Ms. Mary B. Shannon who is the sister of former county councilman Roosevelt Boyd of Clarendon County.

I would appreciate it if you could look into her situation and do everything possible to help her obtain any funds available to her.

Thanking you in advance for your cooperation, I am

Most sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Alex Harvin III".

Alex Harvin III
The Majority Leader Emeritus

AHIII/vhr/2005march9-15

Enclosure

Mary B. Shannon
15765 Panola Rd
Pinewood, S. C. 29125
Phone: (803) 452-5406

February 18, 2005

The Honorable C. Alexander Harvin III
District 64 - Clarendon & Williamsburg Cos.
P. O. Box 266
Summerton, S. C. 29148

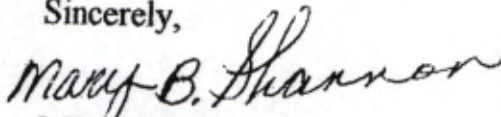
Dear Rep. Harvin:

I am writing to you in regards to any funding that may be available to assist Seniors with repairing their home.

I am a Senior Citizen on a fixed income, whose home is in need of repairs. My home needs winterizing and the boxing around it has rotted.

If you are aware of any funds that may be available to help me, please let me know.

Sincerely,


Mary B. Shannon

FAX COVER SHEET

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WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

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SC State Housing Authority

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FAX NUMBER: (803)-896-8583

PHONE NUMBER:

PAGES: 3 (including this one)

MESSAGE:

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vhr/fax

RECEIVED
MAR 10 2005
EXECUTIVE DIRECTOR

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135

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DISTRICT 64WAYS & MEANS COMMITTEE
RANKING MEMBER
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AHIII/vhr/2005march9-15

Enclosure

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Sincerely,

Mary B. Shannon
Mary B. Shannon



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 3, 2005

Ms. Suzanne Cooper
Constituent Services
Office of the Governor
The State House
Columbia, SC 29201

Dear Ms. Cooper:

Thank you for forwarding the anonymous correspondence received by the Governor's Office regarding the South Carolina HOME program. We are always interested when our citizens have something to say about our Agency whether it is positive or negative.

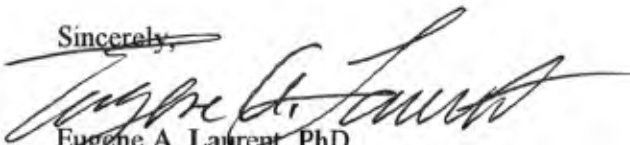
The HOME Program Application Review process is very specific. All applications must meet threshold criteria, or compliance with federal/state laws, or program requirements or will be rejected. Applications that fail to meet one or more threshold criteria are denied and do not have the opportunity to revise applications in this funding cycle. *(letter to all applicants attached)*

Last year, the Authority awarded over \$2.8 million in HOME funding to all projects that met the program requirements as outlined. We could have awarded more dollars if we had more projects meeting all threshold requirements.

After reviewing the facts surrounding this issue, it is the Authority's determination that the HOME application review process was conducted in accordance with program guidelines. All projects were handled as they should have been under the guidelines.

Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,



Eugene A. Laurent, PhD
Executive Director

enclosure



South Carolina
STATE HOUSING
Finance and Development Authority

(803) 896-9001 • 300-C Outlet Pointe Blvd. • Columbia, South Carolina 29210

Memorandum

Date: February 16, 2004
To: All HOME Rental Applicants from the 2004 Second Cycle
From: Eugene A. Laurent, PhD, Executive Director
Subject: 2004 HOME Review Process

Recently the Authority received anonymous written correspondence that questioned the fairness of the way in which the HOME awards were determined earlier this month. Specifically mentioned was the fact that one entity was allowed to revise its application, whereas another entity was not afforded the same opportunity.

The HOME Application Review Process found on page 9, Number 2 of the application states that, "Applications not meeting threshold criteria, or compliance with federal/state laws, or program requirements will be rejected and returned to the Applicant." Applicants that did not meet all of these threshold requirements were immediately eliminated from funding consideration by the Authority and their applications returned. To say this again, applications that fail to meet one or more threshold criteria are denied and do not have the opportunity to revise applications in this funding cycle.

Applications that met all of the minimum threshold requirements continued to receive funding consideration. After a complete review of the remaining applications, each applicant was notified of missing and/or incomplete information and was given seven business days in which to submit the requested information in order to receive further consideration. Negative points were assessed upon the discovery of any missing and/or incomplete information. If the information was not received within seven business days, the application was automatically disqualified. If the requested information was received and found to be acceptable, the applicant continued to receive funding consideration. A number of applications went through this process.

The Authority awarded over \$2.8M in HOME funding to all projects that met the program requirements as outlined. A listing of the awards made during this cycle is attached. We could have awarded more dollars if we had more projects meeting all threshold requirements. All funds not awarded during this cycle will be added to the 2005 HOME competitive cycle to be held May 2 through May 31, 2005.

After reviewing the facts surrounding this issue, it is the Authority's determination that the HOME application review process was conducted in accordance with program guidelines. All projects were handled as they should have been under the guidelines. Information pertaining to the award process is available under the Freedom of Information Act. You may contact Valarie Williams, Housing Development Director at (803) 896-9292 if you have any questions or concerns.

South Carolina State Housing Finance and Development Authority
HOME Awards
November 2004

Organization	Rental Award	County	Number of Units
Voorhees-Denmark Community Dev. Corp.	\$300,000	Bamberg	5
Companion at Summer Cove Phase IV	\$500,000	Lexington	8
Companion at Summer Cove Phase V	\$500,000	Lexington	8
Companion at Summer Cove Phase VI	\$500,000	Lexington	8
Atlas Developers, LLC	\$500,000	Lexington	6
LRS Business Ventures	\$33,227	Dillon	1
Totals	\$2,333,227		36

Organization	Homeownership Award	County	Number of Units
Spartanburg Housing Development	\$240,000	Spartanburg	7
Neighborhood Housing Corporation	\$108,000	Greenville	8
Santee-Lynches Affordable Housing CDC	\$30,000	Kershaw	4
Town of Cheraw	\$20,518	Chesterfield	1
City of Sumter Housing & Economic Dev. Corp.	\$150,000	Sumter	4
Totals	\$548,518		24

Total amount of HOME funds awarded during the November 2004 cycle - \$2,881,745



State of South Carolina
Office of the Governor

MARK SANFORD
GOVERNOR

OFFICE OF EXECUTIVE
POLICY AND PROGRAMS

February 22, 2005

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance & Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Dr. Laurent,

We have received the enclosed correspondence regarding the South Carolina HOME Program. While this letter is anonymous, we thought we would forward it on to you for your information. Thanks for your help and take care.

Sincerely,

Susanne Cooper

Susanne Cooper
Constituent Services

Enclosure

RECEIVED

MAR 1 2005

EXECUTIVE DIRECTOR



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 3, 2005

Ms. Suzanne Cooper
Constituent Services
Office of the Governor
The State House
Columbia, SC 29201

Dear Ms. Cooper:

Thank you for forwarding the anonymous correspondence received by the Governor's Office regarding the South Carolina HOME program. We are always interested when our citizens have something to say about our Agency whether it is positive or negative.

The HOME Program Application Review process is very specific. All applications must meet threshold criteria, or compliance with federal/state laws, or program requirements or will be rejected. Applications that fail to meet one or more threshold criteria are denied and do not have the opportunity to revise applications in this funding cycle. *(letter to all applicants attached)*

Last year, the Authority awarded over \$2.8 million in HOME funding to all projects that met the program requirements as outlined. We could have awarded more dollars if we had more projects meeting all threshold requirements.

After reviewing the facts surrounding this issue, it is the Authority's determination that the HOME application review process was conducted in accordance with program guidelines. All projects were handled as they should have been under the guidelines.

Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

50342
RECEIVED

FEB 14 2005

Referred to LS
Answered Cooper

Governor Mark Sanford
Office of the Governor
P.O. Box 12267
Columbia, SC 29211

Dear Governor Sanford,

In an effort to increase the supply of affordable rental housing in South Carolina, I submitted a rental application to the South Carolina HOME Program this past November. My application was ultimately rejected.

At the time of my application, it was my understanding that this was a "competitive" application process. However, through various contacts with my colleagues, I have come to the conclusion that there is rampant bias and favoritism in awarding funds.

I have spoken with many of my colleagues across the state, and it is my understanding that none of our applications were accepted. The "bar" was obviously raised this year and virtually all of the applications submitted were initially denied funding. Anyone can accept this result, and I am hopeful this experience will enable me to submit a fundable proposal in the future.

However, there is one element of the process that was grossly unfair. Kim Mead, an upstate developer, has a well-known social connection with Nancy Fairley, the manager of the HOME program. Ms. Mead originally submitted her proposals on the incorrect application form, Ms. Fairley allowed her to re-submit her applications. Ms. Mead's applications were - as most others - rejected. However, Ms. Mead was given the opportunity to revise her applications. I feel that I had a good application and should have been given the same opportunity as Ms. Mead.

At this point, I feel it is important to advise you as to the amount of funds that we are talking about. As a result of being able to revise her applications at least twice (an option not given to any of the rest of us applicants), Ms. Mead's applications were fully funded at a total amount of \$2 MILLION.

We all understand that a certain amount of social interaction has its place in business transactions. But these are of the "networking" type of social interactions. To hear Ms. Fairley - and other members of her staff - address Ms. Mead with words like "honey" and "sweetie-pie" with hugs all around reveals the highly personal nature of their relationship. I have witnessed this behavior at various workshops conducted by the HOME program, but until this time had viewed it merely as unprofessional behavior.

RECEIVED

MAR 1 2005

EXECUTIVE DIRECTOR

Governor, you must understand my inability to identify myself is highly limited, because of all of the above reasons. Frankly, I hope to apply again to the program, and I feel that identifying myself in this letter would greatly decrease any chance I might have of getting funded.

It is clear that being personal friends with the HOME Program Manager has clear advantages regarding proposal acceptance. I find this grossly unfair and I am sure you will, too. It is my request that someone investigate the HOME funding process at the Housing Authority.

Anonymous

Cc: Charles I. Small, Chairman, Board of Commissioners for the SCSHFDA
Eugene A. Laurent, Executive Director, SCSHFDA



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

March 3, 2005

Ms. Suzanne Cooper
Constituent Services
Office of the Governor
The State House
Columbia, SC 29201

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Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,

Eugene A. Laurent, PhD
Executive Director



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Charles I. Small
Chairman

March 3, 2005

Eugene A. Laurent
Executive Director

Senator John C. Land, III
PO Box 142
504 Gressette Senate Office Bldg.
Columbia, SC 29202

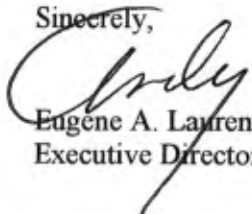
Dear Senator Land:

Thank you for your letter dated March 1st in reference to the Clarendon County Community Development Corporation.

The Housing Trust Fund application for Clarendon County Community Development Corporation is currently in-house under review. This is the first award this organization has applied for through the State Housing Authority and they are to be commended for their thoroughness. All awards will be announced in April, 2005.

Please don't hesitate to contact us if we can be of any further assistance.

Sincerely,


Eugene A. Laurent, PhD
Executive Director

JOHN C. LAND, III
SENATOR, CLARENDON, FLORENCE
CALHOUN AND SUMTER COUNTIES
SENATORIAL DISTRICT NO. 36

HOME ADDRESS:
P. O. BOX 138
MANNING, SC 29102
(803) 435-8894

COLUMBIA ADDRESS:
P. O. BOX 142
504 GRESSETTE SENATE OFFICE BLDG.
COLUMBIA, SC 29202
(803) 212-6180
FAX (803) 212-6299



COMMITTEES:
TRANSPORTATION
FINANCE
FISH, GAME AND FORESTRY
RULES
ETHICS

SENATE DEMOCRATIC LEADER

March 1, 2005

Mr. Eugene A. Laurent
Executive Director
S. C. State Housing Finance and
Development Authority
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

RE: Clarendon County Community Development Corporation

Dear Mr. Laurent:

It is my understanding that the Clarendon County Community Development Corporation has applied for a Block Grant to remodel homes of the elderly and the disabled in Clarendon County. These residents lack the finances and the physical ability to alleviate fears concerning their health, safety and comfort. Without this Grant, these homes will continue to deteriorate and adversely affect our community, as well as the physical well-being of the homeowners.

Please give the Owner-occupied Rehabilitation Block Grant application of the Clarendon County Community Development Corporation your most serious and immediate attention. This organization satisfies important needs in providing various services to the members of our community. Funding their projects will be a valuable service to our citizens and will demonstrate your commitment to your mission of assisting low-income residents with having safe and healthy homes.

I wholeheartedly support these efforts, and I would appreciate your consideration and assistance in this matter.

With warmest personal regards, I am

Very truly yours,

A handwritten signature in dark ink, appearing to read "John C. Land, III". The signature is fluid and cursive, with a large loop at the beginning and a trailing flourish at the end.
John C. Land, III
Senate District #36

RECEIVED

MAR 2 2005

EXECUTIVE DIRECTOR

JCL:bns

laurent-3.grant.king



JOHN C. LAND, III
SENATOR, CLARENDON, LEE, FLORENCE,
CALHOUN AND SUMTER COUNTIES
POST OFFICE BOX 142
504 GRESSETTE SENATE OFFICE BLDG.
COLUMBIA, SOUTH CAROLINA 29202-0142



Mr. Eugene A. Laurent
Executive Director
S. C. State Housing Finance and
Development Authority
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

29210+5665 25



Riley, Beverly

From: System Administrator
To: seymd@sha.state.sc
Sent: Wednesday, March 02, 2005 11:53 AM
Subject: Undeliverable: Travel Audit

Your message did not reach some or all of the intended recipients.

Subject: Travel Audit
Sent: 2/27/2005 4:25 PM

The following recipient(s) could not be reached:

'seymd@sha.state.sc' on 3/2/2005 11:45 AM
Could not deliver the message in the time limit specified. Please retry or contact your administrator.
<acserver.sclac.state.sc.us #4.4.7>

Debra. This was emailed Friday
and returned today (Wed.)
Please respond as soon as
possible. Thanks.
Beverly

Debra Seymour

Riley, Beverly

From: Riley, Beverly
Date: Friday, February 25, 2005 4:25 PM
To: 'seymd@sha.state.sc'
Cc: Simpson, Perry
Subject: Travel Audit

Tracking: Recipient Read
'seymd@sha.state.sc'
Simpson, Perry Read: 2/25/2005 5:08 PM
Riley, Beverly

As you know, we are conducting an audit on statewide travel. We have reviewed a sample of vouchers from the Comptroller General's records, and have a few questions for your agency.

State Housing Authority

Voucher 4001706 dated 10-2-03 & Voucher 5001135 dated 7-15-04

The hotel rates of \$159 and \$201, respectively, exceed the recommended federal rate for lodging. Does your agency have any internal policies regarding lodging limits for travelers? If so, please forward us a copy. What efforts are made by your employees to stay in convenient and reasonable, yet economical hotels? We cannot tell from the documentation the purpose of the trip to Los Angeles by Mr. Maddox between June 19-24. Please explain.

Voucher 4001736 dated 10-8-2003

III-K - #8

This voucher shows that 11 employees attended the NCSHA annual conference and trade show. Why was it necessary for 11 employees to attend this event? Did these employees provide training to SHA staff upon their return from the conference?

We would appreciate a response by ~~Thursday~~ ^{Monday} March 7, 2005.

Respectfully,

Beverly Riley

Auditor, SC Legislative Audit Council
BRiley@sclac.state.sc.us
253-7615, Ext. 146



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 25, 2005

Congressman Joe Wilson
Second Congressional District
Midlands District Office
1700 Sunset Blvd., Suite 1
West Columbia, South Carolina 29169

Dear Congressman Wilson:

Thank you for your letter dated February 17th in reference to Dorothy S. Monts of Lexington. For future reference, Mr. Hinson returned to business within the private sector in October of 2004 and I joined the Agency in November. We have also relocated our offices and all pertinent information can be found on this letterhead.

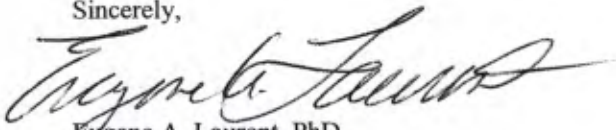
The Section 8 program is administered by a waiting list that is ranked by local preferences (elderly, disabled, and/or veterans) and also by date and time of application. All applicants are advised that the waiting period could be as long as two years. We realize that the waiting list process can be frustrating but at this time there are 1,168 people on the list for Lexington County.

I have taken the liberty of advising Ms. Monts by phone that while she is waiting for her name to move up on the waiting list, she may want to consider moving into a moderate rehabilitation property. These are privately owned properties that are made available to lower income individuals or families. It does not operate on a voucher, but we do provide rental assistance to the property. She was advised of a two bedroom unit at Cole Apartments located at 69 Lexington Avenue that is available at this time and was told to contact the property manager, Charmaine Stark, directly at (803) 796-9376. If she does not wish to move into this property, she was told to call Lynda Rickenbacker toll free on any Wednesday of the month at (866) 701-0314 and ask to be put on the moderate rehabilitation list as well as the Section 8 waiting list for Lexington County. She will then be notified of any other moderate rehabilitation vacancies and the contact information for these units.

Ms. Monts was also told that if she is willing to relocate, she can contact the Columbia Housing Authority that serves Richland County at (803) 254-3886.

Please don't hesitate to contact us for additional information or if we may be of any further assistance.

Sincerely,



Eugene A. Laurent, PhD
Executive Director

L/bp



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 25, 2005

Congressman Joe Wilson
Second Congressional District
Midlands District Office
1700 Sunset Blvd., Suite 1
West Columbia, South Carolina 29169

Dear Congressman Wilson:

Thank you for your letter dated February 17th in reference to Dorothy S. Monts of Lexington. For future reference, Mr. Hinson returned to business within the private sector in October of 2004 and I joined the Agency in November. We have also relocated our offices and all pertinent information can be found on this letterhead.

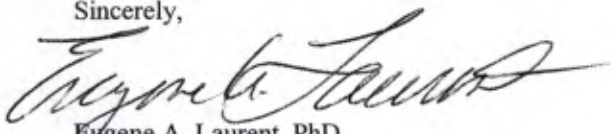
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Eugene A. Laurent, PhD
Executive Director

L/bp



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

February 22, 2005

Eugene A. Laurent
Executive Director

Mr. Richard H. Brinkley, Jr.
1824 Blackbird Drive
West Columbia, SC 29169

RE: Your FOIA request
Job applicants

Dear Mr. Brinkley

In response to your FOIA request received on February 18, 2005, I have enclosed copies of the top three employment applications for the position of Procurement Manager I.

Please contact me if you need any additional information.

Sincerely yours,

A handwritten signature in cursive script, reading "Barbara Pearson", is written over the typed name.

Barbara Pearson
Public Information Coordinator
(803) 896-8781 - telephone
Barbara.Pearson@sha.state.sc.us

recd
2/18/05
hand delivered

February 16, 2005

S. C. State Housing Authority
% Ms. Barbara Anderson
Human Resource Department
300-C Outlet Point Blvd.
Columbia, S.C. 29210

Reference To: Procurement Manager I Position # P000105489

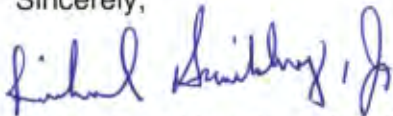
Dear Ms. Anderson:

I recently applied for the above position that was open with your agency. After approximately 3 weeks time I was told that the potential candidate(s) had already been selected. In order to help with me with my advancement potential, I am requesting the reason/reasons that I was not granted an interview for the above position. I am also requesting (AS PER THE FREEDOM OF INFORMATION ACT) copies of the applications of the top three finalists for this position as soon as the background checks have been completed and that person has been approved and has accepted the position for employment.

I would appreciate your help in this endeavor, as I want to be assured that the hiring process at the State Housing Authority is as fair and objective as possible. In comparing my application to your Posting Notice Criteria, it's very hard to visualize my not getting any interest from the State Housing Authority whatsoever. All of the criteria & specifications were present and met. Please elaborate & be very specific!!!

Thank you very much for your time in this endeavor. If you have any question(s), please feel free to contact me at 896-5657.

Sincerely,



Richard Brinkley, Jr., MA, CGOFA

recd
2/18/05
hand delivered

February 16, 2005

S. C. State Housing Authority
% Ms. Barbara Anderson
Human Resource Department
300-C Outlet Point Blvd.
Columbia, S.C. 29210

Reference To: Procurement Manager I Position # P000105489

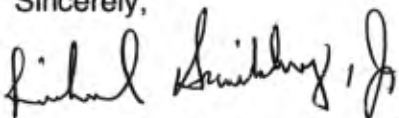
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Sincerely,



Richard Brinkley, Jr., MA, CGOFA

STATE OF SOUTH CAROLINA

EMPLOYMENT APPLICATION

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

1. APPLYING FOR:

Job Title **Procurement Manager I**

Position Number **P000105489** Location **Columbia**

2. HOW DO WE CONTACT YOU?

Social Security Number **[REDACTED]** Your Name **Willie D. Franks**

Mailing Address **516 Arcola Drive**

City **Columbia** County **Richland** State **SC** Zip Code **29223**

Home Phone (**803**) **699-5754** Business Phone (**803**) **737-5670**

Fax Number (**803**) **737-5764** E-mail Address **wfranks@wcc.state.sc.us**

3. TELL US ABOUT YOUR EDUCATION:

School (Name) **Jones High School** (Location) **Trenton, NC**

Diploma ☒ Other (Specify) ☐ Highest Grade Completed

College Graduate? Yes ☒ No ☐ If no, give total credit received Your Name If Different While Attending School

Give name & address of school, major course of study, and degree received.

Undergraduate College / University
Midlands Technical College

Graduate School

Degree
Associate Year Degree Obtained
1979

Degree Year Degree Obtained

Pertinent Undergraduate Courses Credits

Pertinent Graduate Courses Credits

Job-Related Training and Course Work

List any skills, licenses, and certificates which are related to the job you seek (including words per minute typing speed and computer software proficiency).

Eckerd Drug Store Management Certificate, Procurement Certificate Level I MMO, Microsoft WORD, Microsoft EXCEL

RECEIVED

JAN 28 2005

STATE OF SOUTH CAROLINA - AN EQUAL OPPORTUNITY EMPLOYER



HUMAN RESOURCES

STATE OF SOUTH CAROLINA

EMPLOYMENT APPLICATION



RETURN TO:

1. APPLYING FOR:

Job Title Procurement Manager I

Position Number 000105489

Location Columbia

2. HOW DO WE CONTACT YOU?

Social Security Number [REDACTED] Your Name Scott Rucker

Mailing Address 3216 Bush River Rd.

City Columbia

County Lexington

State SC

Zip Code 29210

Home Phone (803) 750-5105

Business Phone (803) 898-2666

Fax Number (803) 898-4507

E-mail Address ruckers@dhhs.state.sc.us

3. TELL US ABOUT YOUR EDUCATION:

High School (Name) Mainland Sr. High (Location) Daytona Beach Fla.

Home ☒

Other (Specify) ☐

Highest Grade Completed 12

College Graduate? Yes ☐ No ☒ If no, give total credit received 112 Your Name If Different While Attending School _____

Give name & address of school, major course of study, and degree received.

Undergraduate College / University

West Virginia University Institute of Technology

Degree

AS Printing Technology

Year Degree Obtained

1985

Pertinent Undergraduate Courses

Printing technology and management courses.

Credits

112

Business management courses

Graduate School

Degree

Year Degree Obtained

Pertinent Graduate Courses

Credits

Job-Related Training and Course Work

List any skills, licenses, and certificates which are related to the job you seek (including words per minute typing speed and computer software proficiency).

General Public Procurement 1999

Member of SCAGPO

Attended numerous procurement seminars with SCAGPO

Technical Writing

Goal Setting

RECEIVED

JAN 28 2005

STATE OF SOUTH CAROLINA

EMPLOYMENT APPLICATION

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1. APPLYING FOR:

Job Title **Procurement Manager I**

Position Number **P000105489**

Location **Columbia**

2. HOW DO WE CONTACT YOU?

Social Security Number **[REDACTED]** Your Name **Tracy F. Hill**

Mailing Address **208 Cirrus Lane**

City **Gilbert**

County **Lexington**

State **SC**

Zip Code **29054**

Home Phone (**803**) **358-9004**

Business Phone (**803**) **734-1982**

Fax Number (**803**) **734-5295**

E-mail Address **thill@sccourts.org**

3. TELL US ABOUT YOUR EDUCATION:

High School (Name) **Saint George High School**

(Location) **Saint George, South Carolina**

Diploma ☒

Other (Specify) ☐

Highest Grade Completed **12**

College Graduate? Yes ☐ No ☐

If no, give total credit received

Your Name If Different While Attending School

Give name & address of school, major course of study, and degree received.

Undergraduate College / University

O-C Technical College

3250 St. Matthews Road

Orangeburg, SC 29118

Graduate School

Degree

Associate in Business

Year Degree Obtained

1996

Degree

Pertinent Undergraduate Courses

Credits

Pertinent Graduate Courses

RECEIVED

JAN 28 2005

HUMAN RESOURCES

Job-Related Training and Course Work

List any skills, licenses, and certificates which are related to the job you seek (including words per minute typing speed and computer software proficiency).

In April 1999, I received my CPPB certification. I am proficient in Microsoft Word, Excel, Windows NT and Sabar accounting software (fixed assets and purchasing software).





State of South Carolina
Office of the Governor

MARK SANFORD
GOVERNOR

OFFICE OF EXECUTIVE
POLICY AND PROGRAMS

February 22, 2005

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance & Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Dr. Laurent,

We have received the enclosed correspondence regarding the South Carolina HOME Program. While this letter is anonymous, we thought we would forward it on to you for your information. Thanks for your help and take care.

Sincerely,

A handwritten signature in cursive script that reads "Susanne Cooper".

Susanne Cooper
Constituent Services

Enclosure

RECEIVED

MAR 1 2005

EXECUTIVE DIRECTOR

503420
RECEIVED

FEB 14 2005

Referred to

LS

Answered

Cooper

Governor Mark Sanford
Office of the Governor
P.O. Box 12267
Columbia, SC 29211

Dear Governor Sanford,

In an effort to increase the supply of affordable rental housing in South Carolina, I submitted a rental application to the South Carolina HOME Program this past November. My application was ultimately rejected.

At the time of my application, it was my understanding that this was a "competitive" application process. However, through various contacts with my colleagues, I have come to the conclusion that there is rampant bias and favoritism in awarding funds.

I have spoken with many of my colleagues across the state, and it is my understanding that none of our applications were accepted. The "bar" was obviously raised this year and virtually all of the applications submitted were initially denied funding. Anyone can accept this result, and I am hopeful this experience will enable me to submit a fundable proposal in the future.

However, there is one element of the process that was grossly unfair. Kim Mead, an upstate developer, has a well-known social connection with Nancy Fairley, the manager of the HOME program. Ms. Mead originally submitted her proposals on the incorrect application form, Ms. Fairley allowed her to re-submit her applications. Ms. Mead's applications were - as most others - rejected. However, Ms. Mead was given the opportunity to revise her applications. I feel that I had a good application and should have been given the same opportunity as Ms. Mead.

At this point, I feel it is important to advise you as to the amount of funds that we are talking about. As a result of being able to revise her applications at least twice (an option not given to any of the rest of us applicants), Ms. Mead's applications were fully funded at a total amount of \$2 MILLION.

We all understand that a certain amount of social interaction has its place in business transactions. But these are of the "networking" type of social interactions. To hear Ms. Fairley - and other members of her staff - address Ms. Mead with words like "honey" and "sweetie-pie" with hugs all around reveals the highly personal nature of their relationship. I have witnessed this behavior at various workshops conducted by the HOME program, but until this time had viewed it merely as unprofessional behavior.

RECEIVED

MAR 1 2005

EXECUTIVE DIRECTOR

Governor, you must understand my inability to identify myself is highly limited, because of all of the above reasons. Frankly, I hope to apply again to the program, and I feel that identifying myself in this letter would greatly decrease any chance I might have of getting funded.

It is clear that being personal friends with the HOME Program Manager has clear advantages regarding proposal acceptance. I find this grossly unfair and I am sure you will, too. It is my request that someone investigate the HOME funding process at the Housing Authority.

Anonymous

Cc: Charles I. Small, Chairman, Board of Commissioners for the SCSHFDA
Eugene A. Laurent, Executive Director, SCSHFDA

Office of Executive Policy & Programs
• 1205 Mendel Street
Eugene A. Miron Building
Columbia, SC 29201

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance
& Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

RECEIVED

MAR 1 2005

EXECUTIVE DIRECTOR

1MS

FAX COVER SHEET

**S. C. HOUSE OF REPRESENTATIVES
WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

DATE: February 17, 2005

TO: Mr. Donald R. Hinson
SC State Housing Finance & Dev. Auth.

FROM: Rep. Alex Harvin III

FAX NUMBER: 803-253-6800

PHONE NUMBER:

PAGES: 4 (including this one)

MESSAGE:

**IF YOU DO NOT RECEIVE ALL OF THE SHEETS INDICATED, PLEASE
CONTACT THE WORD PROCESSING CENTER**

jhm/fax

JOE WILSON
2ND DISTRICT, SOUTH CAROLINA

ASSISTANT MAJORITY WHIP

COMMITTEES:
ARMED SERVICES
EDUCATION AND THE WORKFORCE
HOUSE POLICY

212 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-4002
(202) 225-2452

FAX: (202) 225-2455
E-MAIL: joe.wilson@mail.house.gov
WEBSITE: www.house.gov/joewilson

Congress of the United States House of Representatives

February 17, 2005

COUNTIES:
AIKEN*
ALLEDALE
BARNWELL
BEAUFORT
CALHOUN*
HAMPTON
JASPER
LEXINGTON
ORANGEBURG*
RICHLAND*
(*PARTS OF)

ERIC DELL
CHIEF OF STAFF

Mr. Don Hinson
Executive Director
SC Housing Finance and Development Authority
919 Bluff Road
Columbia, South Carolina 29201

Re: Ms. Dorothy S. Monts
225 Backman Street
Lexington, South Carolina 29072

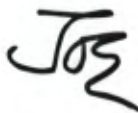
Dear Mr. Hinson,

I am writing to you on behalf of the above named constituent who has contacted me regarding section 8 Housing. Enclosed is a letter from Ms. Monts further explaining her concerns. Your kind assistance in this matter would be greatly appreciated.

It is an honor to represent the people of the Second Congressional District, and I value your input. Thank you for your time and concern in this and all other matters.

Please respond to the Midlands District Office at 1700 Sunset Blvd., Suite 1, West Columbia, South Carolina 29169, Fax: 803-939-0078.

Very truly yours,



JOE WILSON
Member of Congress

RECEIVED

FEB 23 2005

EXECUTIVE DIRECTOR

JW/jmc
Enclosure

MIDLANDS OFFICE:
1700 SUNSET BLVD. (US 378), SUITE 1
WEST COLUMBIA, SC 29169
MAILING ADDRESS: P.O. Box 7381
COLUMBIA, SC 29202
(803) 939-0041
FAX: (803) 939-0078

LOWCOUNTRY OFFICE:
903 PORT REPUBLIC STREET
P.O. Box 1538
BEAUFORT, SC 29901
(843) 521-2530
FAX: (843) 521-2535

JOE WILSON
2ND DISTRICT, SOUTH CAROLINA

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COMMITTEES:
ARMED SERVICES
EDUCATION AND THE WORKFORCE
HOUSE POLICY

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WASHINGTON, DC 20515-4002
(202) 225-2452
FAX: (202) 225-2455
E-MAIL: joe.wilson@mail.house.gov
WEBSITE: www.house.gov/joewilson

Congress of the United States House of Representatives

COUNTIES:
AIKEN*
ALLENDALE
BARNWELL
BEAUFORT
CALHOUN*
HAMPTON
JASPER
LEXINGTON
ORANGEBURG*
RICHLAND*
(*PARTS OF)

ERIC DELL
CHIEF OF STAFF

Consent for Release of Personal Records by Executive Agencies

Name of Agency: Affordable Housing

To whom it may concern:

I have sought assistance from Congressman Joe Wilson on a matter that may require the release of information maintained by your agency, and which may be prohibited from dissemination under the Privacy Act of 1974.

I hereby authorize you to release all relevant portions of my records or to discuss information involved in this case with Congressman Wilson or any authorized member of his staff until the matter is resolved.

Dorothy S. Monts 1-26-48
Name of Claimant- (Please Print) Date of Birth

225 Backmen St. Lexington SC 29072
Address of Claimant

251-72-9822 _____
Social Security Number VA Claim # or OPM # (if applicable)

Telephone Number-Work 803 957 4816
Telephone Number-Home

Dorothy S. Monts _____
Signature of Claimant Today's Date

Please briefly explain your concern: _____
(use the back if necessary)

MIDLANDS OFFICE:
1700 SUNSET BLVD. (US 378), SUITE 1
WEST COLUMBIA, SC 29169
MAILING ADDRESS: P.O. BOX 7381
COLUMBIA, SC 29202
(803) 939-0041
FAX: (803) 939-0078

LOWCOUNTRY OFFICE:
903 PORT REPUBLIC STREET
P.O. BOX 1538
BEAUFORT, SC 29901
(843) 521-2530
FAX: (843) 521-2535

SC State Housing Finance and Development Authority

Section 8 Voucher Program Waiting List

919 Bluff Road, Columbia, SC 29201

803-734-2350 Fax: 803-253-6899

January 31, 2005

DOROTHY S MONTES

225 BACKMAN ST

LLEXINGTON, SC 29072

You have applied for the Section 8 Voucher program and have been placed on the Waiting List. Please read this letter and the enclosed documents carefully.

- If the Household Information is correct, keep a copy of this letter and these forms for your records.
- If any of the Household Information is incorrect or incomplete, please call me, Lynda Rickenbacker, to correct the errors. You must make corrections within 30 days of the date of this letter.

Household Information provided by you:

DOROTHY S MONTES

Password 9822

SSN 251-72-9822

DOB 01/26/1945 **Sex** F

White , Not Hispanic

Mailing

225 BACKMAN ST
LLEXINGTON, SC 29072

803-957-4816

Street

225 BACKMAN ST
LEXINGTON, SC 29072

of Household members 2 Estimated Annual Income \$ 6,288.00

Waiting List Preference DISABLE

We currently anticipate it will take from 12 to 24 months for you to reach the top of the Waiting List. The actual time you must wait is based on the HUD budget and the number of participants that leave the program.

Whenever you call concerning your application, you will be asked your Name, your Social Security # and your Password. The password you selected is:

9822

Please do not forget your password, disclose it to others or lose this letter.

If your mailing address changes, for any reason, please call me with your new address. If we do not have your correct mailing address, you may be removed from the Waiting List.

Remember, you should carefully read all of the documents enclosed. If any household information is incorrect, please call me within 30 days. After 30 days, errors on your application may result in you being removed from the Waiting List.

Sincerely,

Lynda Rickenbacker
Waiting List Coordinator

If you are disabled and require a specific accommodation to fully understand or utilize the program, please contact the Authority at the address above. Verification of disability may be required.

For a Telecommunications Device for the Deaf (TDD), please call: (803) 734-2369.

Congress of the United States
House of Representatives
Washington, DC 20515-4002

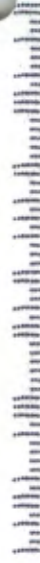
OFFICIAL BUSINESS

PRINTED ON RECYCLED PAPER

Mr. Don Hinson
Executive Director
SC Housing Finance and Development Authority
919 Bluff Road
Columbia, South Carolina 29201



2320144756





South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 17, 2005

Ms. Acetra C. Sessions
P.O. Box 713
1037 Homer Street
Summerton, South Carolina 29148-0713

Dear Ms. Sessions:

Representative Alex Harvin was kind enough to forward your letter to our agency for a response. I certainly understand your situation, but unfortunately the State Housing Authority does not have a program that pays mortgages for individuals. However, there are several other organizations that may be able to assist you and help get you back into a better financial situation. I would suggest calling a consumer credit counseling service in your area. The services they offer are free or very reasonable and range from debt consolidation to mortgage counseling. The nearest Consumer Credit Counseling offices to you are:

Consumer Credit Counseling
215 North Washington Street,
Sumter, SC 29150
1-800-223-9213

Consumer Credit Counseling
1800 Main Street
Columbia, SC 29202
1-800-223-9213

The **Family Service Center** is also always a good resource. They can be reached by phone in Columbia (803) 733-5452 or the Sumter office (803) 938-8422. Their offices are located in the same offices as the Consumer Credit Counseling offices listed above. The **S.C. Appleseed Legal Justice Center** in Columbia should be able to advise you on other problems mentioned in your letter such as working with the probate court. They can advise you and give you the proper legal advice you need in your situation. They can be reached at (803) 779-1113 or www.scjustice.org

I hope these contacts can help you and your family. I would also suggest contacting your church to see if they have any organizations they may recommend to assist you.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

CC: Rep. Alex Harvin III



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831

www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 17, 2005

Ms. Acetra C. Sessions
P.O. Box 713
1037 Homer Street
Summerton, South Carolina 29148-0713

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215 North Washington Street,
Sumter, SC 29150
1-800-223-9213

Consumer Credit Counseling
1800 Main Street
Columbia, SC 29202
1-800-223-9213

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Sincerely,

Eugene A. Laurent, PhD
Executive Director

CC: Rep. Alex Harvin III

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135



C. ALEX HARVIN III
DISTRICT 64

WAYS & MEANS COMMITTEE
RANKING MEMBER
MAJORITY LEADER EMERITUS

HOME ADDRESS
POST OFFICE BOX 266
SUMMERTON, SC 29148
(803) 485-8687
(803) 485-8707 FAX

February 16, 2005

FAX 803-734-2356

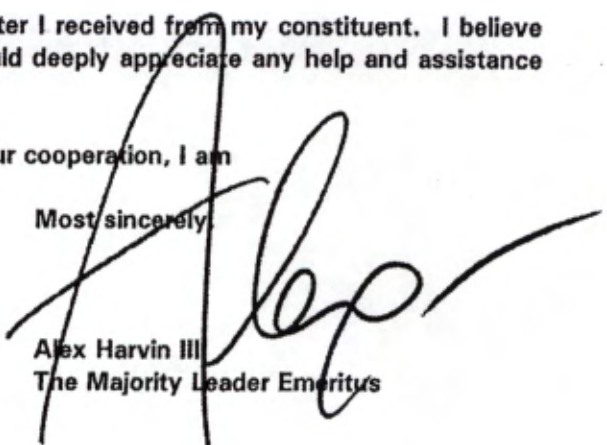
Mr. Donald R. Hinson, Director
SC State Housing Finance and Development Authority
919 Bluff Road
Columbia, SC 29201

Dear Don:

I have enclosed a copy of a letter I received from my constituent. I believe that this is self-explanatory, and I would deeply appreciate any help and assistance you could give Ms. Sessions.

Thanking you in advance for your cooperation, I am

Most sincerely,


Alex Harvin III
The Majority Leader Emeritus

AHIII/jhm/February-16-05-13

Enclosure

RECEIVED

FEB 17 2005

EXECUTIVE DIRECTOR

December 20, 2004

Mr. C. Alex Harvin III
Majority Leader Emeritus
Of The House of Representatives
State of South Carolina
District No. 64- Clarendon- Williamsburg Counties
Box 266
Summerton, S.C. 29148

Dear Mr. Harvin III,

My name is Acetra C. Sessions, the daughter of the late Robert Sessions who passed away January 24, 1994 at Clarendon Memorial Hospital in Manning, S.C. and Ellanora Sessions who passes away April 7, 2003 at Palmetto Health Richland in Columbia, S.C. who still resides at the home located at the physical address of 1037 Homer Street, mailing address p.o. box 713 Summerton, S.C. I'm writing you to see if you can help me in away that you possibly can and if you can't help me then I can understand but would appreciate any information you can provide if any at all possible. Since my mom pass I just have been having so much financial difficulty, trying to struggle to keep the house, brother needing a job and can't seem to find one, and to get out of debt with some of the bills I have. Yes I'm working but with just my income, I seem to just keep getting more and more behind with bills and then having to get in more debt to keep what I do have to live from day to day.

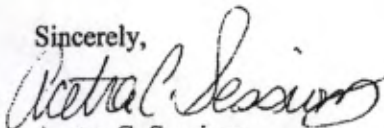
I had to write the student Loan Company and ask for forbearance until I'm able to make a payment on it again. I graduate from Morris College May 2001 and would like to go back for my masters degree but don't have the finances to do so. Yes I understand that we are not on this earth to live forever but my mother's death was unexpected and it happen so quick. I'm also having difficulty in keeping the house that I'm living in because at one point I was about to loose it because with all the bills and yes we all have bills, it's hard to squeeze the income I do have to make a payment to the loan company in Columbia in which it's \$280.11 a month. I would like to know from you Mr. Harvin is it anything or do you know whom I can call or whatever to pay that mortgage off or get some help. My brother who lives in Atlanta, Georgia who has a family and children helps me when he can. At this point now I don't even have any money left after I pay bills to buy grocery to put in my house. My mom took out the mortgage that my siblings and me didn't know about and it left us to where we have to continue to pay the mortgage that's due on the first and I'm not able to send it on the first. Me and my oldest biological brother was suppose to go back to probate court November of this year but wasn't able to because for one we

needed an attorney to close the case and we didn't have the money to pay for one and the service we receive from the staff in the probate office is not professional at all.

When we first went down to the probate office the service being rendered to us was not professional and they act like they didn't want to assist African Americans and no offense to you Mr. Harvin because you have always, still is and will continue to get the job done to service the people in the community. At one point I had excellent credit but when I started having financial difficulty and having to deal with things after my moms death has put me in a set back because of unexpected things my mom left that me and my siblings didn't know about and had to take care of. I have even tried to consolidate all my bills into one but everywhere I've tried denied me. Mr. Harvin I would appreciate any help that you are able to surrender to me if any at all and if there is nothing that you can do to assist me then I can understand and I would like to take time to thank you for taking time out of your busy schedule and I know that your schedule is always full but yes you take time and open your doors to anyone at any and all times to do what you can to help our people. If you can Mr. Harvin I would appreciate it and I would appreciate a letter from you just to let me know that you got my letter even if you can help me. I'm not saying that you can't and a way can't be made but I'm living in hopes.

If you need any additional information or need to speak with me for anything you can reach me at my home number (803) 485-6350, email address: acetra25@yahoo.com or my work number (803) 531-6211. I look forward to hearing from you I regards to this matter at your earliest convince. Again thank you for just taking the time to read this letter.

Sincerely,


Acetra C. Sessions



FAX COVER SHEET

**S. C. HOUSE OF REPRESENTATIVES
WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

DATE: February 17, 2005

TO: Mr. Donald R. Hinson
SC State Housing Finance & Dev. Auth.

FROM: Rep. Alex Harvin III

FAX NUMBER: 803-253-6800

PHONE NUMBER:

PAGES: 4 (including this one)

MESSAGE:

**IF YOU DO NOT RECEIVE ALL OF THE SHEETS INDICATED, PLEASE
CONTACT THE WORD PROCESSING CENTER**

jhm/fax

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135

C. ALEX HARVIN III
DISTRICT 64WAYS & MEANS COMMITTEE
RANKING MEMBER
MAJORITY LEADER EMERITUSHOME ADDRESS
POST OFFICE BOX 266
SUMMERTON, SC 29148
(803) 485-8687
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February 16, 2005

FAX 803-734-2356Mr. Donald R. Hinson, Director
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919 Bluff Road
Columbia, SC 29201

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Most sincerely,


Alex Harvin III
The Majority Leader Emeritus

AHIII/jhm/February-16-05-13

Enclosure

RECEIVED

FEB 17 2005

EXECUTIVE DIRECTOR



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 10, 2005

The Honorable John W. Matthews, Jr.
Suite 613, Gressette Building
Columbia, S.C. 29201

Dear Senator Matthews:

We reviewed the line items with changes greater than 10% for the budget of Cedarwood Villas. It is apparent that the property has experienced higher than expected turnover. The higher expenses were directly related to making units market ready after tenant move-out. Maintenance expenses for smaller properties typically represent a greater percentage of overall operating costs than larger communities. Based on our experience the costs were reasonable.

Should you need additional information please contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy", is written over the typed name and title of Eugene A. Laurent.

Eugene A. Laurent, PhD
Executive Director

Cc: Richard Hutto



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February 10, 2005

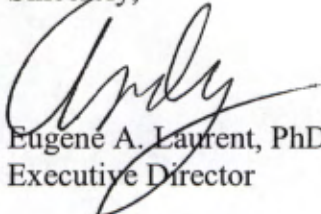
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Sincerely,


Eugene A. Laurent, PhD
Executive Director

Cc: Richard Hutto

Locklear, Risa 6-9007

Senator Matthews.2

From: Hutto, Richard 6-8733

Sent: Wednesday, February 09, 2005 4:02 PM

Locklear, Risa 6-9007

Subject: letter

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2/9/2005

Valerie Richards



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 27, 2005

The Honorable John W. Matthews, Jr.
Suite 613, Gressette Building
Columbia, South Carolina 29201

#

212-6056

Dear Senator Matthews:

I asked our Contract Administration unit to review the financial statement for Cedarwood Villas. They looked at nine other properties of similar size. They found that Cedarwood's expenses are, overall, below the average cost of the nine units. This translates into roughly \$75 less per unit per month.

If you need further information, please let us know.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

CC: Richard Hutto

Rise Laurent wants me
to follow up with
Matthews. Please
send me a Telgram
TLD



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 27, 2005

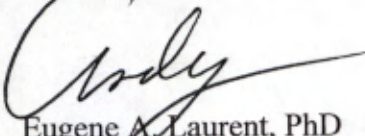
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Suite 613, Gressette Building
Columbia, South Carolina 29201

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Sincerely,


Eugene A. Laurent, PhD
Executive Director

CC: Richard Hutto



**South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210**

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 27, 2005

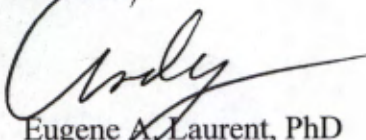
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Columbia, South Carolina 29201

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If you need further information, please let us know.

Sincerely,



Eugene A. Laurent, PhD
Executive Director

CC: Richard Hutto



N & H ENTERPRISES, INC.

Real Estate Management & Development

January 11, 2005

The Bowman Low Rental Housing, Inc.
Attn: Mr. Roosevelt Matthews
Post Office Box 649
Bowman, South Carolina 29018

Dear Mr. Matthews:

Please find the enclosed financial statements for Cedarwood Villas for the December 2004 accounting month. I have also included an explanation of all accounts that are 10% over budget for this month.

If you have any questions please feel free to contact me at (803) 536-1056 ext. 11.

Sincerely,

Harris Davis
Regional Property Manager
N&H Enterprises, Inc.

Enc.: Budget Comparison
Cash Flow
Balance Sheet
Payables Register
Box Score

RECEIVED

JAN 26 2005

EXECUTIVE DIRECTOR

Conferences and Courses

This account is over budget due to the 2004 annual conference cost. This account is over budget year to date.

Resident Relations

This account is over budget due to the purchase of Christmas cards, Christmas decorations and a party for the residents. This account is over budget year to date.

Office Salaries

This account is over budget due to more hours worked than anticipated. This account is over budget year to date.

Copier Equipment and Expense

This account is over budget due to fourth quarter copier usage. This account is over budget year to date.

Postage

This account is over budget due to fourth quarter postage billing. This account is over budget year to date.

Electricity

This account is over budget due to monthly electric charges from South Carolina Electric & Gas. This account is over budget year to date.

Exterminating Supplies

This account is over budget due to the purchase of bug killer for the property. This account is over budget year to date.

Ground Supplies

This account is over budget due to the purchase of flowers and pine straw for the grounds. This account is not over budget year to date.

Paint and Paint Supplies

This account is over budget due to the purchase of paint for apartment 202. This account is over budget for the year.

Plumbing Supplies and Parts

This account is over budget due to the purchase of a kitchen faucet for apartment 206. This account is over budget year to date.

Heating/Cooling Contract Repairs

This account is over budget due to labor to replace the blower relay on apartment 408. This account is over budget year to date.

Budget Comparison Cash Flow (Accrual)
Cedarwood Villas - (cedar)
December 2004

Page 1
1/11/2005
01:38 PM

Prepared For:
Mr. Roosevelt Matthews Cedarwood Villas
Post Office Box 1184
Orangeburg, SC 29116

Prepared By:
N & H Enterprises, Inc.
Post Office Box 1184
Orangeburg, SC 29116-1184

	MTD Actual	MTD Budget	\$ Var.	% Var.	YTD Actual	YTD Budget	\$ Var.	% Var.	Annual
REVENUE									
Rent Revenue									
Rent Revenue	3,172.00	2,665.87	506.13	18.99	34,037.00	31,990.00	2,047.00	6.40	31,990.00
Tenant Assistance Payments									
Tenant Assistance/Section 8	5,604.00	6,220.13	-616.13	-9.91	72,964.00	74,642.00	-1,678.00	-2.25	74,642.00
Total Rent Revenues	8,776.00	8,886.00	-110.00	-1.24	107,001.00	106,632.00	369.00	0.35	106,632.00
Miscellaneous Rent Revenue									
Legal Fees	0.00	0.00	0.00	0	90.00	0.00	90.00	0	0.00
Administrative / Refurbish Fee	0.00	0.00	0.00	0	-39.29	0.00	-39.29	0	0.00
Special Claims Revenue									
Total Miscellaneous Rent Revenue	0.00	0.00	0.00	0	50.71	0.00	50.71	0	0.00
Total Rental Revenue	8,776.00	8,886.00	-110.00	-1.24	107,051.71	106,632.00	419.71	0.39	106,632.00
Vacancies									
Vacancies-Apartments	824.00	88.87	-735.13	-827.2	5,671.00	1,066.00	-4,605.00	-431.9	1,066.00
Net Rental Revenue	7,952.00	8,797.13	-845.13	-9.61	101,380.71	105,566.00	-4,185.29	-3.96	105,566.00
Financial Revenue									
Interest - Replacement Reserve	76.15	0.00	76.15	0	629.73	0.00	629.73	0	0.00
Escrow Revenue	0.00	0.00	0.00	0	0.06	0.00	0.06	0	0.00
Interest from Investments - Insuran	0.02	0.00	0.02	0	0.18	0.00	0.18	0	0.00
Total Financial Revenue	76.17	0.00	76.17	0	629.97	0.00	629.97	0	0.00
Other Revenue									
Images and Cleaning Charges	158.35	0.00	158.35	0	1,375.23	0.00	1,375.23	0	0.00
Total Other Revenue	158.35	0.00	158.35	0	1,375.23	0.00	1,375.23	0	0.00
TOTAL REVENUE	8,186.52	8,797.13	-610.61	-6.94	103,385.91	105,566.00	-2,180.09	-2.07	105,566.00
EXPENSE									
Administrative Expenses									
Conventions and Meetings	0.00	83.37	83.37	100.00	0.00	1,000.00	1,000.00	100.00	1,000.00
Dues and Subscriptions	0.00	0.00	0.00	0	35.00	0.00	-35.00	0	0.00
Conferences and Courses	275.14	0.00	-275.14	0	235.85	0.00	-235.85	0	0.00
Advertising and Marketing									
Newspaper Advertising	0.00	25.00	25.00	100.00	260.10	300.00	39.90	13.30	300.00
Resident Relations	216.79	0.00	-216.79	0	1,071.28	0.00	-1,071.28	0	0.00
Other Renting Expense									
Office Salaries	163.88	133.37	-30.51	-22.88	1,726.24	1,600.00	-126.24	-7.89	1,600.00
Office Expense									
Office Supplies	2.28	147.88	145.60	98.46	677.94	1,775.00	1,097.06	61.81	1,775.00
Telephone and Answering Service	103.14	110.88	7.74	6.98	981.57	1,331.00	349.43	26.25	1,331.00
Copier Equipment and Expense	26.24	8.37	-17.87	-213.5	298.14	100.00	-198.14	-198.1	100.00
Computer Equipment and Expense	107.75	137.50	29.75	21.64	1,963.79	1,650.00	-313.79	-19.02	1,650.00
Payroll Fee	1.78	4.13	2.35	56.90	13.53	50.00	36.47	72.94	50.00
Office Equipment and Furnishings	0.00	16.63	16.63	100.00	137.78	200.00	62.22	31.11	200.00
Forms and Supplies	0.00	20.87	20.87	100.00	37.52	250.00	212.48	84.99	250.00
Postage	69.89	25.00	-44.89	-179.5	374.70	300.00	-74.70	-24.90	300.00
Management Fee	600.00	600.00	0.00	0.00	7,796.90	7,200.00	-596.90	-8.29	7,200.00
Manager or Superintendent Salaries	590.00	754.63	164.63	21.82	8,153.89	9,056.00	902.11	9.96	9,056.00
Legal Expense - Project	0.00	0.00	0.00	0	60.00	0.00	-60.00	0	0.00
Audit Expense	0.00	150.00	150.00	100.00	975.00	1,800.00	825.00	45.83	1,800.00
Bad Debts									
Eviction Fee	0.00	0.00	0.00	0	60.00	0.00	-60.00	0	0.00
Misc Administrative Expenses									
Bank Charges	8.58	8.37	-0.21	-2.51	102.96	100.00	-2.96	-2.96	100.00
Other Administrative Expenses	0.00	8.37	8.37	100.00	28.13	100.00	71.87	71.87	100.00
Travel	0.00	0.00	0.00	0	104.13	0.00	-104.13	0	0.00
Meals	0.00	0.00	0.00	0	20.64	0.00	-20.64	0	0.00
Total Administrative Expenses	2,165.47	2,234.37	68.90	3.08	25,115.09	26,812.00	1,696.91	6.33	26,812.00
Utilities Expenses									
Electricity	280.14	213.37	-66.77	-31.29	3,700.99	2,560.00	-1,140.99	-44.57	2,560.00

Budget Comparison Cash Flow (Accrual) Cedarwood Villas - (cedar) December 2004

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	MTD Actual	MTD Budget	\$ Var.	% Var.	YTD Actual	YTD Budget	\$ Var.	% Var.	Annual
Water	30.10	70.37	40.27	57.23	701.80	844.00	142.20	16.85	844.00
Sewer	18.10	19.12	1.02	5.33	261.00	229.00	-32.00	-13.97	229.00
Total Utilities Expenses	328.34	302.86	-25.48	-8.41	4,663.79	3,633.00	-1,030.79	-28.37	3,633.00
Operating & Maintenance									
Payroll	638.13	608.37	-29.76	-4.89	9,552.09	7,300.00	-2,252.09	-30.85	7,300.00
Repairs, Maintenance, and Decorati									
Supplies	7.42	12.50	5.08	40.64	338.82	150.00	-188.82	-125.8	150.00
Janitor and Cleaning Supplies	30.90	0.00	-30.90	0	30.90	0.00	-30.90	0	0.00
Exterminating Supplies	120.31	83.37	-36.94	-44.31	244.71	1,000.00	755.29	75.53	1,000.00
Grounds Supplies	95.72	8.37	-87.35	-1,043	495.98	100.00	-395.98	-395.9	100.00
Paint and Paint Supplies	0.00	100.00	100.00	100.00	1,513.57	1,200.00	-313.57	-26.13	1,200.00
Decorating Supplies	0.00	41.63	41.63	100.00	651.81	500.00	-151.81	-30.36	500.00
Appliance and Parts	66.54	16.63	-49.91	-300.1	477.98	200.00	-277.98	-138.9	200.00
Plumbing Supplies and Parts	5.49	12.50	7.01	56.08	395.76	150.00	-245.76	-163.8	150.00
Electrical Supplies and Lighting R	0.00	2.12	2.12	100.00	3.26	25.00	21.74	86.96	25.00
Gas, Oil and Grease	0.00	8.37	8.37	100.00	175.90	100.00	-75.90	-75.90	100.00
Locks and Keys	0.00	33.37	33.37	100.00	200.00	400.00	200.00	50.00	400.00
Parking Lot Maintenance	0.00	12.50	12.50	100.00	13.77	150.00	136.23	90.82	150.00
Other Repairs and Maintenance									
Contracts	0.00	58.37	58.37	100.00	1,640.00	700.00	-940.00	-134.2	700.00
Janitor and Cleaning Contract	200.00	245.87	45.87	18.66	2,985.00	2,950.00	-35.00	-1.19	2,950.00
Exterminating Contract	475.00	575.00	100.00	17.39	5,900.00	6,900.00	1,000.00	14.49	6,900.00
Lawn Maintenance Contract	0.00	77.63	77.63	100.00	242.00	932.00	690.00	74.03	932.00
Repairs Contract	0.00	233.37	233.37	100.00	2,378.61	2,800.00	421.39	15.05	2,800.00
Decorating Contract	123.90	142.00	18.10	12.75	1,426.44	1,704.00	277.56	16.29	1,704.00
Garbage and Trash Removal									
Security Payroll / Contract	0.00	0.00	0.00	0	148.00	0.00	-148.00	0	0.00
Fire Protection Contract/Supplies/E									
Heating/Cooling Repairs/Maintena	44.29	83.37	39.08	46.88	1,248.38	1,000.00	-248.38	-24.84	1,000.00
Heating / Cooling Repairs and Mai	120.00	25.00	-95.00	-380.0	757.35	300.00	-457.35	-152.4	300.00
Heating / Cooling Contract Repairs	0.00	2.12	2.12	100.00	0.00	25.00	25.00	100.00	25.00
Miscellaneous Operating and Maint	1,927.70	2,382.46	454.76	19.09	30,820.33	28,586.00	-2,234.33	-7.82	28,586.00
Total Operating & Maintenance Ex	2,675.69	0.00	-2,675.69	0	32,108.30	0.00	-32,108.30	0	0.00
Depreciation Expense									
Taxes and Insurance									
Payroll Taxes	104.38	141.63	37.25	26.30	1,532.62	1,700.00	167.38	9.85	1,700.00
Property & Liability Insurance (Haz	0.00	520.38	520.38	100.00	6,288.00	6,245.00	-43.00	-0.69	6,245.00
Fidelity Bond Insurance	0.00	5.13	5.13	100.00	57.85	62.00	4.15	6.69	62.00
Workers' Compensation	0.00	91.63	91.63	100.00	318.82	1,100.00	781.18	71.02	1,100.00
Health and Insurance & Other Emp									
Health Insurance	289.13	265.87	-23.26	-8.75	3,275.07	3,190.00	-85.07	-2.67	3,190.00
Retirement / Pension Benefits	0.00	12.50	12.50	100.00	0.00	150.00	150.00	100.00	150.00
Dental Insurance	0.00	0.00	0.00	0	78.48	0.00	-78.48	0	0.00
401K Retirement	85.53	0.00	-85.53	0	767.35	0.00	-767.35	0	0.00
Long Term Disability Insurance	9.60	0.00	-9.60	0	106.76	0.00	-106.76	0	0.00
Miscellaneous Taxes,Licenses,Per	0.00	5.00	5.00	100.00	0.00	60.00	60.00	100.00	60.00
Total Other Expenses	3,164.33	1,042.14	-2,122.19	-203.6	44,533.25	12,507.00	-32,026.25	-256.0	12,507.00
Financial Expenses									
Interest on Mortgage Payable	1,620.54	1,653.75	33.21	2.01	19,574.32	19,845.00	270.68	1.36	19,845.00
Total Financial Expenses	1,620.54	1,653.75	33.21	2.01	19,574.32	19,845.00	270.68	1.36	19,845.00
TOTAL EXPENSES	9,206.38	7,615.58	-1,590.80	-20.89	124,706.78	91,383.00	-33,323.78	-36.47	91,383.00
NET INCOME OR (LOSS)	-1,019.86	1,181.55	-2,201.41	-186.3	-21,320.87	14,183.00	-35,503.87	-250.3	14,183.00
ADJUSTMENTS									
Mortgage Payable - First Mortgage	-308.51	0.00	-308.51	0	-3,574.28	0.00	-3,574.28	0	0.00
TOTAL ADJUSTMENTS	-308.51	0.00	-308.51	0	-3,574.28	0.00	-3,574.28	0	0.00
CASH FLOW	-1,328.37	1,181.55	-2,509.92	-212.4	-24,895.15	14,183.00	-39,078.15	-275.5	14,183.00
Beginning Cash	73.27								
Ending Balance	284.13								

**Cash Flow (Accrual)
Cedarwood Villas - (cedar)
December 2004**

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Prepared For:
Mr. Roosevelt Matthews Cedarwood Villas
Post Office Box 1184
Orangeburg, SC 29116

Prepared By:
N & H Enterprises, Inc.
Post Office Box 1184
Orangeburg, SC 29116-1184

	Month to Date	%	Year to Date	%
REVENUE				
Rent Revenue				
Rent Revenue	3,172.00	35.20	34,037.00	31.21
Tenant Assistance Payments				
Tenant Assistance/Section 8	5,604.00	62.19	72,964.00	66.90
Total Rent Revenues	8,776.00	97.40	107,001.00	98.11
Miscellaneous Rent Revenue				
Legal Fees	0.00	0.00	90.00	0.08
Administrative / Refurbish Fee	0.00	0.00	-39.29	-0.04
Special Claims Revenue				
Total Miscellaneous Rent Revenue	0.00	0.00	50.71	0.05
Total Rental Revenue	8,776.00	97.40	107,051.71	98.16
Vacancies				
Vacancies-Apartments	824.00	9.14	5,671.00	5.20
Net Rental Revenue	7,952.00	88.25	101,380.71	92.96
Financial Revenue				
Interest - Replacement Reserve	76.15	0.85	629.73	0.58
Escrow Revenue	0.00	0.00	0.06	0.00
Interest from Investments - Insurance	0.02	0.00	0.18	0.00
Total Financial Revenue	76.17	0.85	629.97	0.58
Other Revenue				
Damages and Cleaning Charges	158.35	1.76	1,375.23	1.26
Total Other Revenue	158.35	1.76	1,375.23	1.26
TOTAL REVENUE	8,186.52	90.86	103,385.91	94.80

EXPENSE

Administrative Expenses				
Dues and Subscriptions	0.00	0.00	35.00	0.03
Conferences and Courses	275.14	3.05	235.85	0.22
Advertising and Marketing				
Newspaper Advertising	0.00	0.00	260.10	0.24
Resident Relations	216.79	2.41	1,071.28	0.98
Other Renting Expense				
Office Salaries	163.88	1.82	1,726.24	1.58
Office Expense				
Office Supplies	2.28	0.03	677.94	0.62
Telephone and Answering Service	103.14	1.14	981.57	0.90
Copier Equipment and Expense	26.24	0.29	298.14	0.27
Computer Equipment and Expense	107.75	1.20	1,963.79	1.80
Payroll Fee	1.78	0.02	13.53	0.01
Office Equipment and Furnishings	0.00	0.00	137.78	0.13
Forms and Supplies	0.00	0.00	37.52	0.03
Postage	69.89	0.78	374.70	0.34
Management Fee	600.00	6.66	7,796.90	7.15

Cash Flow (Accrual)
Cedarwood Villas - (cedar)
December 2004

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	Month to Date	%	Year to Date	%
Manager or Superintendent Salaries	590.00	6.55	8,153.89	7.48
Legal Expense - Project	0.00	0.00	60.00	0.06
Audit Expense	0.00	0.00	975.00	0.89
Bad Debts				
Eviction Fee	0.00	0.00	60.00	0.06
Misc Administrative Expenses				
Bank Charges	8.58	0.10	102.96	0.09
Other Administrative Expenses	0.00	0.00	28.13	0.03
Travel	0.00	0.00	104.13	0.10
Meals	0.00	0.00	20.64	0.02
Total Administrative Expenses	2,165.47	24.03	25,115.09	23.03
Utilities Expenses				
Electricity	280.14	3.11	3,700.99	3.39
Water	30.10	0.33	701.80	0.64
Sewer	18.10	0.20	261.00	0.24
Total Utilities Expenses	328.34	3.64	4,663.79	4.28
Operating & Maintenance				
Payroll				
Repairs, Maintenance, and Decorating P	638.13	7.08	9,552.09	8.76
Supplies				
Janitor and Cleaning Supplies	7.42	0.08	338.82	0.31
Exterminating Supplies	30.90	0.34	30.90	0.03
Grounds Supplies	120.31	1.34	244.71	0.22
Paint and Paint Supplies	95.72	1.06	495.98	0.45
Decorating Supplies	0.00	0.00	1,513.57	1.39
Appliance and Parts	0.00	0.00	651.81	0.60
Plumbing Supplies and Parts	66.54	0.74	477.98	0.44
Electrical Supplies and Lightning Repair	5.49	0.06	395.76	0.36
Gas, Oil and Grease	0.00	0.00	3.26	0.00
Locks and Keys	0.00	0.00	175.90	0.16
Parking Lot Maintenance	0.00	0.00	200.00	0.18
Other Repairs and Maintenance	0.00	0.00	13.77	0.01
Contracts				
Janitor and Cleaning Contract	0.00	0.00	1,640.00	1.50
Exterminating Contract	200.00	2.22	2,985.00	2.74
Lawn Maintenance Contract	475.00	5.27	5,900.00	5.41
Repairs Contract	0.00	0.00	242.00	0.22
Decorating Contract	0.00	0.00	2,378.61	2.18
Garbage and Trash Removal	123.90	1.38	1,426.44	1.31
Security Payroll / Contract				
Fire Protection Contract/Supplies/Equip	0.00	0.00	148.00	0.14
Heating/Cooling Repairs/Maintenance				
Heating / Cooling Repairs and Maintena	44.29	0.49	1,248.38	1.14
Heating / Cooling Contract Repairs	120.00	1.33	757.35	0.69
Total Operating & Maintenance Expenses	1,927.70	21.39	30,820.33	28.26
Depreciation Expense	2,675.69	29.70	32,108.30	29.44
Taxes and Insurance				
Payroll Taxes	104.38	1.16	1,532.62	1.41
Property & Liability Insurance (Hazard)	0.00	0.00	6,288.00	5.77
Fidelity Bond Insurance	0.00	0.00	57.85	0.05
Workmen's Compensation	0.00	0.00	318.82	0.29
Health and Insurance & Other Employee				
Health Insurance	289.13	3.21	3,275.07	3.00
Dental Insurance	0.00	0.00	78.48	0.07
401K Retirement	85.53	0.95	767.35	0.70
Long Term Disability Insurance	9.60	0.11	106.76	0.10
Total Other Expenses	3,164.33	35.12	44,533.25	40.83
Financial Expenses				
Interest on Mortgage Payable	1,620.54	17.98	19,574.32	17.95

**Cash Flow (Accrual)
Cedarwood Villas - (cedar)
December 2004**

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	Month to Date	%	Year to Date	%
Total Financial Expenses	1,620.54	17.98	19,574.32	17.95
TOTAL EXPENSES	9,206.38	102.17	124,706.78	114.35
NET INCOME OR (LOSS)	-1,019.86	-11.32	-21,320.87	-19.55
ADJUSTMENTS				
Mortgage Payable - First Mortgage	-308.51		-3,574.28	
TOTAL ADJUSTMENTS	-308.51		-3,574.28	
CASH FLOW	-1,328.37		-24,895.15	
Beginning Cash	73.27			
Ending Balance	284.13			

Balance Sheet (Accrual)
Cedarwood Villas - (cedar)
December 2004

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Prepared For:
Mr. Roosevelt Matthews Cedarwood Villas
Post Office Box 1184
Orangeburg, SC 29116

Prepared By:
N & H Enterprises, Inc.
Post Office Box 1184
Orangeburg, SC 29116-1184

ASSETS

Current Assets	
Cash in Bank	284.13
Petty Cash	150.00
Accounts Receivable-Tenant	432.34
Accounts Receivable-HUD	191.00
Tenant Deposits Held in Trust	<u>4,055.97</u>
Total Current Assets	5,113.44
 Funded Reserves	
Escrow Deposits	242.10
Replacement Reserve	<u>73,293.06</u>
Total Funded Reserves	73,535.16
 Fixed Assets	
Land	27,650.00
Buildings	866,000.00
Building Equipment-Fixed	2,670.00
Building Equipment (Portable)	3,078.74
Furniture for Tenant Use	7,172.88
Office Furniture and Equipment	1,924.90
Miscellaneous Fixed Assets	14,907.00
Accumulated Depreciation	<u>-380,060.02</u>
Total Fixed Assets	543,343.50
TOTAL ASSETS	<u>621,992.10</u>

LIABILITIES AND EQUITY

LIABILITIES

Current Liabilities	
Accounts Payable - Operations	1,256.42
Accounts Payable - Management Company	673.93
Accounts Payable - Insurance Escrow	8.58
Accounts Payable - W/C Insurance	9.00
Tenant Security Deposit Held in Trust	3,745.97
Pet Deposits Held in Trust	<u>310.00</u>
Total Current Liabilities	6,003.90
 Long Term Liabilities	
Prepaid Revenues	30.30
Mortgage Payable - First Mortgage	<u>879,644.14</u>
Total Long Term Liabilities	879,674.44
 OWNERS EQUITY (NET WORTH)	
Unrestricted Net Assets	<u>-263,686.24</u>
Total Equity	<u>-263,686.24</u>
TOTAL LIABILITIES AND EQUITY	<u>621,992.10</u>

Payable - Aging Summary

Property=cedar
mm/yy=12/2004
Minimum Amt=.01
Age as of=12/31/2004

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Property Code - Name Vendor Code - Name	Current Owed	0 - 30 Owed	31 - 60 Owed	61 - 90 Owed	Over 90 Owed
cedar - Cedarwood Villas					
choice - First Choice	83.70	83.70	0.00	0.00	0.00
cw-inse - Bowman Low Rental Housing Ins. E	8.58	8.58	0.00	0.00	0.00
hayden - Harold Hayden' s Lawn & Grounds LL	595.31	595.31	0.00	0.00	0.00
homebuil - Home Builders Supply Co.	72.03	72.03	0.00	0.00	0.00
nhe - N & H Enterprises, Inc.	673.93	673.93	0.00	0.00	0.00
oburghea - Orangeburg Heating and Cooling	264.29	0.00	264.29	0.00	0.00
palmofti - Palmetto Office Supply, Inc.	45.37	45.37	0.00	0.00	0.00
sherw-av - Sherwin Williams	95.72	95.72	0.00	0.00	0.00
terminix - Terminix Service	100.00	100.00	0.00	0.00	0.00
Total cedar - Cedarwood Villas	1,938.93	1,674.64	264.29	0.00	0.00
	1,938.93	1,674.64	264.29	0.00	0.00

Box Score / Occupancy

12/01/2004 - 12/31/2004

Cedarwood Villas (cedar)

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Date: 1/11/2005

Availability

<u>Type</u>	<u>Average</u> <u>SqFt</u>	<u>Average</u> <u>Rent</u>	<u>Units</u>	<u>Occupied</u> <u>No Notice</u>	<u>Vacant</u> <u>Rented</u>	<u>Vacant</u> <u>Unrented</u>	<u>Notice</u> <u>Rented</u>	<u>Notice</u> <u>Unrented</u>	<u>Available</u>	<u>Model</u>	<u>Down</u>	<u>Admin</u>
1-bedroom (1br-ceda)	589	135	22	22	0	0	0	0	0	0	0	0
2-bedroom (2-cedar)	147	52	2	1	0	1	0	0	1	0	0	0
			24	23	0	1	0	0	1	0	0	0

Resident Activity

<u>Type</u>	<u>Units</u>	<u>Move In</u>	<u>Move Out</u>	<u>Notices</u>	<u>Rented</u>	<u>Expires</u>	<u>Renewal</u>	<u>Cancel</u> <u>Move In</u>
1-bedroom (1br-ceda)	22	0	0	0	0	0	0	0
2-bedroom (2-cedar)	2	0	0	0	0	0	0	0
	24	0	0	0	0	0	0	0

Traffic

<u>Type</u>	<u>Call</u>	<u>Show</u>	<u>Applied</u>	<u>Approved</u>	<u>Cancel</u> <u>Application</u>	<u>Denied</u>	<u>Approved/</u> <u>Showings</u>
1-bedroom (1br-ceda)	0	0	0	0	0	0	
2-bedroom (2-cedar)	0	0	0	0	0	0	
	0	0	0	0	0	0	0

Desk Copy

MANAGEMENT AGREEMENT FOR RURAL DEVELOPMENT (RD) FINANCED
MULTIPLE FAMILY HOUSING (MFH) PROJECTS*

This Agreement is made this 1st day of January, 2002 between The Bowman Low Rental Housing Company, Inc. (the "Owner"), and N & H Enterprises, Inc. (the "Agent") under the terms and conditions set forth herein.

I. General.

- A. Appointment and acceptance. The Owner appoints the Agent as exclusive agent for the management of the property described in paragraph I B of this agreement, and the Agent accepts the appointment, subject to the terms and conditions set forth in this agreement.
- B. Project description. The property to be managed by the Agent under this agreement (the "Project") is a housing development consisting of the land, buildings, and other improvements, which make up Cedarwood Villas. The Project is further described as follows:

Name: Cedarwood Villas For The Elderly

Location City: Bowman County: Orangeburg
State: South Carolina

No. of dwelling units: 24

22 - 1 bdrm 2 - 2 bdrm

Type of units: mixed

(Family, Elderly, Mixed, Congregate)

C. Definitions. As used in this agreement:

1. "RD" means Rural Development. Including and successor agencies.
2. "Principal Parties" means the Owner and the Agent.
3. "Agent," as used throughout this agreement, means the person or business entity, including employees at the Agent's office and project site, engaged in the task of providing management of a RD financed MFH project in contractual arrangement with the Owner.

D. Identity of interest. The Agent discloses to the Owner and RD any and all identities of interest that exist or will exist between the Agent and the Owner, suppliers of material and/or services, or vendors in any combination of relationship. A certification by memorandum of such disclosure is attached and made part of this agreement.

- E. RD requirements. In performing its duties under this management agreement, the Agent will comply with all relevant requirements of RD. RD requirements include preparation of forms and reports in the format of prescribed RD forms and exhibits.
- F. Compliance with governmental orders. The Agent will take such action, as it may deem necessary to comply promptly with any and all governmental orders or other requirements affecting the project, whether imposed by Federal, State, county or municipal authority, subject, however, to the limitation stated in paragraph IV D of this exhibit with respect to litigation and repairs. Nevertheless, the Agent shall take no action so long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent will notify the Owner in writing of all notices of such orders or other requirements within 72 hours from the time of their receipt.
- G. Nondiscrimination. In the performance of its obligation under this agreement, the Agent will comply with the provisions of any Federal, State or local Fair Housing law prohibiting discrimination in housing on the grounds of race, color, religion, sex familial status, national origin, or handicap. Other nondiscrimination provisions include Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as they relate to the Rural Development.
- H. Fidelity coverage. The Agent agrees to furnish, at its own expense, fidelity coverage to the Owner, with copy to the RD Servicing Office on the employees of the Agent who are entrusted with the receipt custody, and disbursement of any project moneys, securities, or readily salable property other than money or securities. The minimum coverage of \$200,000.00 will be provided according to the coverage chart found in paragraph XV of Exhibit B of this subpart. The Agent will obtain coverage from a company licensed to provide coverage in the project locality. The Agent will enforce coverage to coincide with the assumption of fiscal responsibility until that responsibility is relinquished. Endorsement listing RD projects separate from other projects or operations will be obtained and made part of the coverage policy or bond. The other terms and conditions of the coverage, and the surety thereon, will be subject to the requirements and approval of the owner.
- I. Bids, discounts, rebates, etc. With prior approval of the owner, the Agent will obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the project, and is authorized to solicit bids, either formal or informal, for those items, which can be obtained from more than one source. The Agent will secure and credit to the Owner all discounts, rebates, or commissions obtainable with respect to

purchases, service contracts, and all other transactions on the Owner's behalf.

II. Management plan.

- A. Description. Attached is a copy of the management plan for the project, which provides a comprehensive description of the policies and procedures to be followed in the management of the project.
- B. Relationship with management plan. The Agent shall conduct its management activities in accordance with the policies and procedures set forth in the management plan. In addition, the Agent will also carry out the tasks and responsibilities set forth in paragraph IV of this agreement.
- C. Division of duties and common expense. An identification of duties and supervisory relationship for project site staff and Agent's office staff are described in the management plan, as is the pro rate division of singularly incurred operating expense common to the Agent and the Owner.

III. Budget.

- A. Preparation. The Agent shall prepare a project budget for submission to the owner and RD for approval. For each subsequent fiscal year of this agreement, the Agent shall prepare a project budget for submission to the owner and RD for approval.
- B. Budget categories. The budget shall be prepared using the format and categories of RD Form 1930-7, "Multiple Family Housing Project Budget."

IV. Agent's authorizations. The Owner authorizes the Agent to:

- A. Operate the project according to the Owner's management plan and in compliance with the Owner's loan agreement (or resolution) with RD and applicable RD regulations and guidelines.
- B. Operate and maintain the project within reasonable tolerance (as defined by RD) of the expense category subtotals in the project budget.
- C. Purchase all material, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair of the project as stipulated by the Owner in the management plan, project budget, and/or other form of written documentation.
- D. Notwithstanding any of the foregoing provisions or any similar provisions that follow, the prior written approval of the Owner will be

required for any expenditure which exceeds \$1,000.00 in any one instance for litigation involving the project, or labor, materials, or otherwise in connection with the maintenance and repair of the project. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the project. In the latter event, the Agent will inform the Owner of the facts within 72 hours.

- E. Represent the Owner in specific matters related to management of the project. In all instances, owner should be notified prior to a hearing. (Items such as representing the Owner's interest at appeal hearings may be specified here or may be indicated that such authorizations will be provided in writing as an addendum when appropriate.)

V. Agent obligations.

- A. Management input during and after RD processing. The Agent will advise and assist the Owner with respect to management planning and input during RD loan processing and subsequent review. The Agent's specific tasks will be:
1. Participation in any conference with RD officials involving project management.
 2. Preparation and submission of Form RD 1930-7 as a quarterly report throughout the period from initial occupancy after RD loan closing until such time as no longer required by RD. If the management is authorized to sign the reports for the owner, a copy of the signed report as submitted to RD will be provided to the Owner.
 3. Participation in the on-site final inspection of the project, required by RD prior to initial occupancy.
 4. Continuing review of the management plan, for the purpose of keeping the owner advised of necessary of desirable changes.
- B. Liaison with architect and general contractor. N/A (01/01/02)
- C. Marketing. The Agent will market the rental units according to the management plan, observe all requirements of the Affirmative Fair Housing Marketing Plan, and maintain records of the marketing activity for compliance review purposes.

- D. Rentals. The Agent will offer for rent and will endeavor to rent the dwelling units in the project. The following provisions will apply:
1. The Agent will make preparations for initial rent-up, as described in the management plan.
 2. The Agent will follow the tenant selection policy described in the management plan.
 3. The Agent will show the premises and available units to all prospective tenants without regard to race, color, national origin, sex, religion, familial status, handicap or age; and will provide for reasonable accommodation to individuals with handicaps.
 4. The Agent will take and process all applications received for rentals. If an application is rejected, the Agent will inform the applicant in writing of the reason for rejection. The rejected application, with the reason for rejection noted thereon, will be kept on file until a compliance review has been conducted. If the rejection is because of information obtained from a credit bureau, the source of the report must be revealed to the applicant according to the Fair Credit Reporting Act. A current list of qualified applicants will be maintained.
 5. The Agent will prepare all dwelling leases, parking permits, and will execute the same in its name, identified thereon as Agent for the Owner. The terms of all leases will comply with the relevant provisions of RD regulations and State and local law. Dwelling leases will be in a form approved by the Owner and RD.
 6. In representation of the Owner, the Agent will furnish rental and income report forms required by RD, showing rents as appropriate for dwelling units, other charges for facilities and services, and income data relevant to determinations of tenant eligibility and tenant rents. In no event will the rents and other charges be exceeded.
 7. The Agent will counsel all prospective tenants regarding eligibility and will prepare and verify eligibility certifications and recertification in accordance with RD requirements.
- E. Reports. The Agent will furnish information (including occupancy reports) as may be requested by the Owner, RD, and/or the Office of Inspector General from time to time with respect to the project's financial, physical, or operational condition. The Agent will also prepare and submit:

Form RD 1930-8	"Year End Report and Analysis"
Form RD 1944-8	"Tenant Certification"
Form RD 1944-29	"Project Worksheet for Interest
Credit and	Rental Assistance"
Form RD 1930-7	"Multiple Family Housing Project
	Budget".

The Agent will assist the owner in initiating or completing all additional reporting forms and data prescribed by RD affecting the operation and maintenance of the project.

- F. Collection of rents, security deposits' and other receipts. The Agent will endeavor to collect when due all rents, charges, and other amounts receivable on the Owner's account in connection with the management and operation of the project. Such receipts will be deposited immediately in the project's general operating account with Farmers and Merchants Bank whose deposits are insured by an agency of the Federal Government. The Agent will collect, deposit, and disburse security deposits, if required, in compliance with any State or local laws governing tenant security deposits. The Agent in a separate account, at a Federally insured institution, will deposit security deposits. This account will be carried in the owner's name and designated of record as "Cedarwood Villas Security Deposit Account."
- G. Accounting system. The Agent must develop a systematic method to record the business transactions of the project that appropriately reflects the complexity of project operations and the owner's requirements. The Agent may be required to implement and use a bookkeeping and accounting system acceptable to RD. The accounts described in paragraph VI of this agreement, as a minimum, will be established and regularly maintained by the Agent.
- H. Enforcement of leases. The Agent will endeavor to ensure full compliance by each tenant with the terms of the leases. Voluntary compliance will be emphasized. The Agent, using the services of local social service agencies when available, will counsel tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by the Agent. Involuntary termination of tenancies should be avoided to the maximum extent consistent with sound management of the project. Nevertheless, and subject to the relevant procedures prescribed in the management plan, the Agent may initiate action to terminate any tenancy when, in the Agent's judgment, there is material noncompliance with the lease or other good cause as prescribed by RD regulations for such termination. The tenant must be properly notified of his/her right to appeal the proposed action according to RD regulations. Attorney's fees, and other necessary costs incurred in connection with such

actions will be paid out of the general operating account as project expenses within the itemized limit of the project budget.

- I. Maintenance and repair. The Agent will endeavor to maintain and repair the project in accordance with the management plan and local codes, and keep it in a condition acceptable to the Owner and RD at all times. This will include, but is not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, energy conservation measures and practices, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein.

Incidental thereto, the following provisions will apply:

1. Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.
2. The Agent will contract with qualified independent contractors acceptable to the Owner for the maintenance and repair of air conditioning, heating systems, and elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Any identity of interest will be identified in accordance with paragraph V B of Exhibit B of this subpart.
3. The Agent will systematically receive and promptly investigate all service requests from tenants, take such action as may be justified, and keep records of the same. Emergency requests will be received and serviced on a 24-hour basis. Serious complaints will be reported to the Owner within 72 hours of investigation.
4. The Agent will advise the Owner of any cost-effective and adaptable energy conservation measures or practices that should be used in the project. The Agent will encourage their use and will assist the Owner during any installation of these measures of institution of practices.

- J. Utilities and services. In accordance with the Owner's management plan, the Agent will make arrangements for water, electricity, gas fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service.

- K. Insurance. The Owner will inform the Agent of insurance to be carried with respect to the project and its operations, and the Agent will cause such insurance to be placed and kept in effect at all times. The Agent will pay premiums out of the general operating account, and premiums will be treated as operating expenses. All insurance will be placed with companies,

on conditions, in amounts, and with beneficial interests appearing thereon as shall be acceptable to the Owner and the RD provided that the same will include public liability coverage, with the Agent designated as one of the insured, in amounts acceptable to the Agent as well as the Owner and RD. The Agent will investigate and furnish the Owner with full reports on all accidents, claims, and potential claims for damage relating to the project, and will cooperate with the owner's insurers in connection therewith.

L. Taxes, fees, and assessments. The Agent shall provide for the payment from project funds all taxes, assessments, and government fees for the owner promptly when due and payable. The Agent shall also evaluate local property taxes to determine if they bear a fair relationship to the project value and if they do not, at the direction of the Owner, appeal such taxes on behalf of the Owner or assist the Owner in the appeal, whichever is required by local jurisdiction or is appropriate.

M. Employees and/or services. The Agent will employ persons and/or services, (or will manage persons and/or services employed by the Owner) to perform duties and responsibilities at the project site as described in the management plan. Compensation of such persons and/or services will be paid as a direct expense to the project as specified in the management plan and this agreement. The Agent will employ sufficient resources (staff and/or services) within the Agent's operation to fulfill Agent's obligation to the Owner under the terms of this agreement. Agent's office will be paid directly by the Agent out of the Management Fee paid by the Project.

V. Project Accounts.

A. General Operating Account. This account records all Project income and disbursements. Excess Project cash held in this account may be combined with other project funds described below in temporary (immediate call) interest-bearing accounts when separate bookkeeping records are maintained for individual project accounts. This will usually be a checking account, which must be maintained in a financial institution insured by the Federal Government. The Owner will have deposited the required initial operating capital into this account by the time of loan closing or when interim funds were obtained, whichever occurs first. The initial operating capital will be recorded in the General Operating Account. After two, but before five full budget years of Project operation, the RD State Director may authorize the ~~Owner to make a one-time withdrawal from Project funds, and amount not to exceed the borrower's beginning cash contribution to the Initial Operating Capital as described in the loan agreement or resolution, provided that:~~ the loan was closed on or after N/A; the loan agreement or resolution signed by the borrower is Form RD 1944-33 "Loan Agreement", 1944-34 "Loan Agreement", or 1944-35 "Loan Resolution", the Project has achieved at least a 95% occupancy level at time of the withdrawal; the withdrawal will

not affect the financial integrity of the Project; the Owner must demonstrate that all prudent maintenance is being planned and performed and payment of necessary project expenses are not being deferred; the State Director determines that the year of withdrawal or during the next operation year; and the State Director has reviewed and approved any required borrower reports before the Initial Operating Capital is withdrawn.

1. **Deposits.** All income and revenue from the housing project shall, upon receipt, immediately be deposited in the General Operating Account. This will include rent receipts, housing subsidy payments, laundry revenue, or any other project income. The borrower and Agent may also, at their for purposes authorized by this section, including transfer from the Reserve Account. Housing Assistance Payments received from the Department of Housing and Urban Development (HUD) and RD rental assistance payments shall be deemed to be revenue derived from operation of the Project. All funds in the General Operating Account will be used only as authorized in this section and until so used, will be held by the Agent in trust for the Government as security for the Project obligations.
 2. **Disbursements.** Not later than the 15th of each month, out of the General Operating Account, the Agent shall pay or fund the actual, reasonable and necessary monthly Project expenses. Current expenses may include the funds deposited in the General Operating Account, which are not proceeds of the loan or income or revenue from the Project. (However, non-profit borrowers are permitted to use loan funds specified for initial operating capital purposes as authorized in Subpart E of Part 1944 of this Chapter (RD Instruction 1944-E.) Other authorized disbursements are RD approved installments of debt service, real estate tax and insurance escrow, reserve, and at the end of the fiscal operating year, return or investment as provided in Section C below. Any balance remaining in the General Operating Account, except as authorized above, may be retained or transferred to the Reserve Account.
- B. **Real Estate Tax and Insurance Escrow Account.** Funds recorded in this account may be deposited in an interest bearing account at a Federally insured financial institution. Each month after the payment of actual, reasonable, and necessary current operating and maintenance expenses, there shall be transferred from the General Operating Account to the Real Estate Tax and Insurance Escrow Account an amount equal to one-twelfth of the total anticipated real estate tax and insurance payments for the year. Any interest earned shall be prorated based on the amount held in the escrow account at the time interest is earned and it shall accrue and be part of the account. Funds in the Real Estate and Insurance Escrow Account

shall be used only as authorized by this section and until so used, shall be held by the Agent in trust for the Government as security for the loan obligations.

- C. Reserve Account. Funds recorded in this account should be held in an interest bearing account or accounts at a Federally insured financial institution. Immediately after paying each installment for the orderly retirement of the RD loan, as provided in the borrower's loan agreement or resolution. Monthly transfers shall be resumed the next month following disbursement from the Reserve Account until it is restored to the specified total minimum sum. Funds in the Reserve Account shall be used only for authorized purposes as described below and, until so used, shall be held by the Agent in trust as security for the loan obligations. Reserve Account funds not immediately needed for authorized purposes may be invested in saving certificates insured by a Federal institution, or invested in readily marketable obligations of the United States Treasury Department, the earnings on which shall accrue to the Reserve Account. Interest earnings may be used to meet the monthly installments to the Reserve Account and/or to meet a modified and higher reserve level established periodically by an RD approved amendment to the borrower's loan agreement or resolution. Such amendment may be made to build reserve for scheduled replacement of depreciable property items in addition to reserve requirements. Any amount in the Reserve Account, which exceeds the total sum, specified in the loan agreement or resolution may be transferred to the General Operating Account for the authorized purposes, only when it is agreed between the Owner and RD to be in excess of the requirement. However, the RD District Director may direct the excess sum to be retained in the Reserve Account when determined necessary to protect the Government's security interest. With prior consent of the Government, funds in the Reserve Account may be used by the Owner or its designee for the following purposes:

1. To meet payments due on the loan obligations in the event the amount for debt service is not sufficient for the purpose.
2. To pay costs of repairs or replacements to the housing, furnishings, or equipment caused by catastrophe or long-range depreciation which are not current expenses. Withdrawal for approval process should be approved in advance during the annual budget approval process.
3. To make improvements to the housing project without creating new living units.
4. For other purposes desired by the Owner, which in judgment of the Government will promote the loan purposes, strengthen the security

or facilitate, improve, or maintain the orderly collectability of the loan, without jeopardizing the loan or impairing the adequacy of the security.

5. To pay a return on investment at the end of the Owner's project operating year, provided that after such disbursement, the amount in the Reserve Account will be not less than that required by the loan agreement or resolution to be accumulated by that time and the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months:

- a. If Owner is operating on a limited profit basis, to pay a return on the Owner's initial investment as identified in the loan agreement or resolution.
- b. If Owner is operating on a full profit basis, to pay a return as specified in the Owner's loan agreement or resolution.

- D. Tenant Security Deposit Account (When Applicable). Upon receipt, all tenant security deposit funds collected shall be deposited in a separate account at a Federally insured financial institution, and shall be handled according to any State or local laws governing tenant security deposits. All tenant security deposit funds collected shall be recorded in a bookkeeping account that is separate from the Project bookkeeping account. Funds in the Tenant Security Deposit Account shall only be used for authorized purposes as intended and represented by the Project Management Plan. The Agent in trust shall hold them for the respective tenants until so used. Any amount in the Tenant Security Deposit Account, which is retained by the Agent as a result of lease violations, shall be transferred to the General Operating Account and treated as income of the Project. In no case will interest earned on security deposits accrue to the Agent or the Owner. Any interest earned but not returned to the tenants will accrue to the Project's General Operating Account for disposition as outlined in the Management Plan.

VI. Agent's Compensation, Tenure, and Identification.

- A. Agent's Compensation. The Agent will be compensated for its services including overall management under this Agreement by monthly fees, to be paid from the General Operating Account and treated as project operation and maintenance expenses. Such fees will be payable on the first day of each month for the preceding month. Each monthly fee will be in an amount computed as follows:

7.2% of the Basic Rents, including Rental Assistance and Interest Credit,
[REDACTED]ted for the Preceding Month.

- B. Terms of Agreement. This Agreement shall be in effect for a period of not more than three years, beginning on the 1st day of January, 2002, subject, however, to the following conditions:
1. This Agreement will not be binding upon the Principal Parties until approved by RD.
 2. This Agreement may be terminated by the mutual consent of the Principal Parties as of the end of any calendar month, provided that at least thirty (30) days advance written notice thereof with reasons given is submitted to RD. However, this agreement is renewed for a period of not more than 3 years and will remain in effect until rejected by RD, Owner, or Agent.
 3. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other provided that prompt written notice with reasons given for such termination is submitted to RD.
 4. It is expressly understood and agreed by and between the Principal Parties that the State Director shall have the right to terminate this Agreement at the end of any calendar month, with cause, or without cause in cases of Owner default, on thirty (30) days advance written notice to each of the Principal Parties, except that in the event of a default by the Owner under its security instruments, the State Director may terminate this Agreement immediately upon the issuance of a notice of cancellation to each of the Principal Parties. It is further understood and agreed that no liability will attach to either of the Principal Parties in the event of such termination.
 5. Upon termination of this Agreement the Agent will submit to the Owner all Project books and records and any financial statements required by the RD. After the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, the Owner will furnish the Agent security, in form and principal amount satisfactory to the Agent, against any obligations or liabilities, which the Agent may properly have incurred on behalf of the Owner hereunder.
- C. Agent's Indemnification. Notwithstanding any provision of this Agreement or any obligation of Agent hereunder, it is understood and agreed: (a) that the Owner has assumed and will maintain its responsibility and obligation throughout the term of this Agreement for the finances and the financial stability of the Project; and (b) the Agent

shall have no obligation, responsibility or liability to find authorized Project costs, expenses, or accounts other than those funds generated by the Project itself or provided to the Project or to Agent by Owner. In accordance with the foregoing, Owner agrees that Agent shall have the right at all times to secure payment of its compensation, as provided for under Paragraph VI A of this Agreement, from the Operating and Maintenance Account, immediately when such compensation is due and without regard to other Project Obligations or expenses provided the Agent has satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, Owner hereby indemnifies Agent and agrees to hold it harmless with respect to Project cost, expenses, accounts, liabilities and obligations, except criminal wrong doing on agents part, during the term of this Agreement and further agrees to guarantee to Agent the payment of its compensation under Paragraph VI A of this Agreement during the term of this Agreement to the extent that the Project's Operating and Maintenance Account is insufficiently funded for this purpose. Failure of Owner at any time to abide by and to fulfill the foregoing shall be a breach of the Agreement entitling Agent to obtain from Owner, upon demand, full payment of all compensation owed to Agent through the date of such breach and entitling Agent, at its option, to terminate this Agreement forthwith.

VII. Interpretative Provisions.

- A. This Agreement constitutes the entire agreement between the Owner and the Agent with respect to the management and operation of the Project. No change will be valid unless made by supplemental written agreement approved by RD.
- B. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- C. This Agreement is NOT in full force and effect unless and until concurred by RD.
- D. At all times, this Agreement will be subject and subordinate to all rights of the RD, and will work to the Benefit of and constitute and binding obligation upon the Principal Parties and their respective successors and assigns. To the extent that this Agreement confers rights upon the Consenting Parties, it will be deemed to work to their benefit, but without liability to either, in the same manner and work with the same effect as though the consenting Parties were primary parties to the Agreement.

The Principal Parties (by their duly authorized officers) have executed this Agreement on the date first above written.

OWNER:

BY: Roosevelt Matthews
TITLE: PRESIDENT
THE BOWMAN LOW RENTAL
HOUSING CO., INC.

Date

AGENT:

BY: TAYLOR Davis
TITLE: PRESIDENT
N & H ENTERPRISES, INC.

Date

As lender or insurer of funds to defray certain costs of the Project and without liability for any payments hereunder, the Rural Development hereby concurs with this Agreement.

RURAL DEVELOPMENT

BY: _____

TITLE: _____

DATE: _____

MANAGEMENT PLAN CEDARWOOD VILLAS

The Management Agent is N & H Enterprises, Inc. Roosevelt Matthews, President of The Bowman Rental Housing Company Inc. is the person to be contacted by N & H Enterprises, Inc., regarding management decisions regarding the Project. N & H Enterprises, Inc., ~~and the owner will hold annual meetings convenient to both parties regarding the Project.~~ The responsibilities and duties of the Agent are the reasonable day-to-day management activities of the Project such as:

1. Developing and modifying Operating Budget,
2. Renting the units,
3. Collecting the rents,
4. Preparing reports to Rural Development,
5. Normal bookkeeping,
6. Maintaining tenant records,
7. Arranging for proper maintenance of the Project, and
8. Making inspections, along with any other pertinent activities.

~~The responsibilities and duties of the Owner are to have input concerning the above and to make major decisions regarding the Project.~~

The personnel and staffing arrangements of N & H Enterprises are in conformance with equal employment opportunity requirements. The staffing needs for the Project include an on-site person responsible for collecting rent, maintaining tenant relations, taking applications, maintaining waiting lists, showing apartments, recertifying tenant income, maintaining tenant files, making inspections, scheduling day-to-day maintenance, and other activities deemed necessary to manage the Project as determined by N & H Enterprises, Inc. and is paid as an employee of the same. N & H Enterprises will be reimbursed from the Project operating fund.

Only experienced and qualified persons will be considered for the staff positions. The manager must have a South Carolina Property Manager in Charge License. The Maintenance staff must have knowledge of plumbing, electrical, and carpentry methods as well as three years experience in the maintenance field. Maintenance will be supervised by the manager. The site manager will be supervised by a Regional Property Manager who reports to the president of N & H Enterprises Inc. The staff will attend Rural Development seminars to keep up with changes in the Multiple Family Housing Program.

The accounting for the Project will be handled at the main office of N & H Enterprises, Inc. Such services are included as part of the Agent's monthly management fee outlined in the Management Agreement. Accounting will be maintained as required by Rural Development and the Owner and will include such day-to-day activities as payment of monthly expenses, maintenance of bank accounts, preparation of monthly reports to Rural Development and the Owner, and other related accounting activities.

Employees of N & H Enterprises, Inc. who will be performing duties for the Project are familiar with management of Rural Development projects, and with requirements of Rural Development regarding daily management and recordkeeping procedures, as well as, yearly audit and budget requirements, and have experience in managing rent increases. All personnel involved in the Project management will continue to be knowledgeable in Rural Development requirements regarding the Project.

The marketing for units at Cedarwood Villas will be done to meet the Affirmative Fair Housing Marketing Plan. The units will be advertised through the newspaper, as needed, along with signs, and correspondence with the local Housing Authority and Social Services Department. Special efforts will be made to contact minorities who traditionally would not be expected to apply. The ultimate goal of the Agent is to reach and maintain a high occupancy level, along with increasing the ratio of minorities, low income, handicapped, and/or elderly individuals. A waiting list will be maintained as required by Rural Development regulations for each size unit at the project.

For vision impaired persons N & H Enterprises, Inc., will provide a staff person to assist in reviewing the documents. Assistance may include describing the contents of the documents, reading the document as may be needed to permit the contents of the document to be communicated to the person with the vision impairment.

For the hearing-impaired persons N & H Enterprises, Inc., will provide assistance to the person by providing a qualified interpreter at a time convenient to both the property and the individual by appointment.

Unit Modification policy - Modification to the units may either be performed by N & H Enterprises, Inc. and its designers and charged to the resident of the unit or performed by a contractor hired by the resident with permission of N & H Enterprises, Inc. All modifications shall meet applicable city, county and state building code standards. Certain alterations such as light switches, thermostats, doorknobs, kitchen equipment and assigning parking spaces will be handled by on site staff according to the requirements of the individual resident.

The waiting list will be maintained at the site office. The Rural Development exhibit B-14 will be used. Applications that possess a letter of priority will be considered first.

All other applications will be placed in order to date, time and availability of required unit size. This will be the responsibility of the manager. Tenants will be oriented to the Project by the site manager at time of move-in. Their rights and responsibilities under the lease and regarding rent payment policies will be explained to them. Special attention will be given to stressing the importance of timely and accurate reporting by the tenant of all sources and charges of income and of members of the household to the manager. Annual and interim certifications will be prepared by the manager after proper notice to the tenant of the date to submit the necessary information. Leasing

policies and procedures will be per Rural Development regulations regarding leases. The rules for occupancy will be posted at the project site office; each tenant will receive a written copy of said rules. After all third party verifications are received and rent calculations are completed, the recert signed by the resident and manager will be sent to Rural Development. Any overage due will be paid through project funds.

The rental office is open to the public Tuesdays and Thursdays from 8 A.M. until 5 P.M. Rent will be paid by check or money order in person or by mail at the management office during regular business hours from the first to the fifth of each month. Deposits will be made daily into the operating account at the Farmers and Merchants Bank. The manager or assistant will collect the rent and receipt the rent. Tenant ledger cards and rent control sheets will be used to record collected rents. The amount of Security Deposit to be charged to each tenant will be \$150.00. Security deposits will be maintained in an escrow account at Farmers and Merchants Bank, in an interest bearing account. Tenant will be informed of their responsibilities regarding refund of their deposit upon moving out of the project. These include giving proper notice of moving as outlined in the lease and leaving the unit in a condition at least as good as the time of move-in. A move out inspection will be performed and the tenant must be present at the time of this inspection (when possible). Four yearly inspections of all units will be done, with notice given to tenants so they can be present at such inspection if desired. The units will also be checked periodically as maintenance calls demands. The tenant will be provided with a copy of the policy on periodic inspections, and maintenance request, contact numbers for emergency and personnel.

The Site Manager will perform move-in inspections of units with new tenants. They will be informed about their units regarding operation of appliances, air conditioning and heating systems. The responsibility of selecting tenants will be the duty of the Site Manager. The site manager will maintain a separate file for each tenant. All information pertaining to each tenant will be maintained as required by Rural Development regulations and files on tenants who have moved will be kept available for a period of as required by Rural Development at the Site Office. The tenant will be aware of their rights to appeal any decision of the site manager to the office at N & H Enterprises, Inc., and if need to, the Rural Development representative for the district.

The site manager is knowledgeable of Rural Development tenant grievance and appeals procedures and a written copy of such procedures will be available at the site office for review by tenants if required. The site manager is aware of state and local laws and Rural Development requirements regarding termination of leases and evictions and will be responsible for the notifications that must be given to a tenant when termination of the lease or eviction is proposed.

Whenever it is necessary to request a rent increase, the manager along with the accounting specialist will develop a budget to meet the changes in operating cost. The president of

N & H Enterprises, Inc. and the Owner will approve the budget before it is submitted to Rural Development. Each tenant will be given notice in writing regarding the proposed tent increase thirty days in advance of the effective date of the budget. All of the projects accounting records will be maintained at the office of N & H Enterprises, Inc. All records will be maintained in accordance with Rural Development requirements, using all required forms. Yearly budgets and monthly reports will be prepared at this office, as will monthly financial reports to owners. Correspondence with the district Rural Development office will be undertaken from the main office. The agent is familiar with insurance requirements of the project and will assure that all insurance policies and fidelity bonds, as required, are in effect per Rural Development regulations.

Plans and procedures for carrying out an effective maintenance program include, preventative measures such as changing a/c filters every three months, cleaning refrigerator coils every six months, apartment inspections every three months, and checking smoke alarms twice a year and checking front porch lights and reporting any area lighting problem to the local utility company immediately. Vacant units are turned with in five days, which includes painting, cleaning and carpet cleaning, as well as, any needed repairs. A dumpster is provided by Chambers Waste Systems, Inc. and garbage is removed weekly. The grounds maintenance is contracted to a grounds maintenance company, and exterminating is contracted to a qualified company. Major repairs will be handled by licensed contractors.

Work request are called in or placed in person by the tenant at the site office. Purchases of repairs materials are placed with the manager's approval by the maintenance supervisor. All invoices are paid within thirty days.

The energy conservation measures that the tenant will be responsible for will be explained to them through move-in orientation with the site manager. This will be instructions on proper use of air and heat systems, use of hot water heaters, temperature settings, and the importance of reporting any malfunction of supplied utilities and appliances to the manager as soon as possible. Pamphlets from the local utility company are given to the residents, with measures they can take to keep cooling and heating cost down. Every step will be taken to provide the best energy conservation measures--weather stripping, caulking, water heater insulation. Regular inspections will involve attention to these areas to assure that appliance and heating/cooling systems are working at highest efficiency.

N & H Enterprises, Inc., has been managing multi-family housing projects for over ten years and has been established for over twenty years. We have every confidence in the competence of our staff and its ability to manage Cedarwood Villas Apts. efficiently.

N & H Enterprises, Inc.
Post Office Box 1184
396 St. Paul Street, Suite 200
Orangeburg, SC 29116-1184
(803) 536-1056

BY: _____
Taylor Davis
President

OWNER: _____
Roosevelt Matthews
President, The Bowman Low
Rental Housing. Company, Inc.

APPROVED:
RURAL ECONOMIC AND COMMUNITY DEVELOPMENT

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE

SECTION I: TO BE COMPLETED BY ALL APPLICANTS/BORROWERS	
Applicant/Borrower Name: The Bowman Low Rental Housing Company, Inc. Post Office Box 649 Bowman, South Carolina 29015	Project Name: Cedarwood Villas Location: (Town, County, State) 700 Cedarwood Court, Bowman, South Carolina 29015
<i>CHECK SECTION II OR III, AS APPLICABLE</i>	
SECTION II. TO BE COMPLETED ONLY WHEN NO IDENTITY OF INTEREST EXISTS	SECTION III. TO BE COMPLETED WHEN AN IDENTITY OF INTEREST DOES EXIST
<input type="checkbox"/> <u>Certification of No Identity of Interest</u> I, _____ <i>(please print)</i> hereby certify that I have read Section IV of this Disclosure Certificate and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as Agency) has determined constitutes an identity of interest and that <u>NO</u> identity of interest relationships exist between me and <u>ANY</u> individual or organization doing business with the project. (Complete Section IV)	<input checked="" type="checkbox"/> <u>Certification of Identity of Interest</u> I, Roosevelt Mathews, President of the Board <i>(please print)</i> hereby certify that I have read and understand what the Agency has determined constitutes an identity of interest, as outlined in Section IV, and hereby disclose in Section V those entities with which I have an identity of interest relationship. (See Section V)
SECTION IV. IDENTITY OF INTEREST STATEMENT	
<p>(1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.</p> <p>(2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.</p> <p>(3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has any financial interest whatsoever in the supplying entity.</p> <p>(4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.</p> <p>(5) When the supplying entity provides and pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.</p> <p>(6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.</p> <p>(7) When there exist or come into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or cancelling any of the management plan/management agreement documents, except as approved by the Agency.</p>	

SECTION V. TO BE COMPLETED FOR EACH IDENTITY OR INTEREST ENTITY. (ADD ADDITIONAL SHEETS IF NECESSARY). EACH IDENTITY OF INTEREST MUST COMPLETE AN IDENTITY OF INTEREST QUALIFICATION FORM (FORM RD 1944-31) WHICH MUST BE ATTACHED TO THIS CERTIFICATE.

Type of Entity: Contractor ☐ Subcontractor ☐ Architect ☐ Attorney ☐

Property Management ☒

Supplier of: Material ☐

Labor ☐

Both ☐

Services ☒

Entity Name: N & H Enterprises Inc.

Address: Post Office Box 1184, Orangeburg, South Carolina 29116-1184

Phone Number: 803-536-1056

Trade/Business: Property Management

Describe relationship to IOI entity: Property Management Company for The Bowman Low Rental Housing Company, Inc.

Type of Entity: Contractor ☐ Subcontractor ☐ Architect ☐ Attorney ☐

Property Management ☐

Supplier of: Material ☐

Labor ☐

Both ☐

Services ☐

Entity Name: N/A

Address: _____

Phone Number: _____

Trade/Business: _____

Describe relationship to IOI entity: _____

SECTION VI. TO BE COMPLETED BY ALL APPLICANTS/BORROWERS

I further understand and agree that if any of my business practices change during the life of the loan to include Identity of Interest relationships referred to above, I will file an amended disclosure Certificate. I also agree to provide a new disclosure Certificate at any time requested by the Agency.

This Certification shall be in effect for a period of three years, beginning on the 1 day
of January, 2002.

I hereby certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate and that no other identity of interest relationships exist between me and any individual or organization, doing business with the project named in Section I of this Certificate, except as described above. I further understand that failure to disclose an Identity of Interest to the Agency will also subject me to any and all administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal program.

Signature Roosevelt Mathews, President of the Board

Date

Signature Taylor Davis, President of N & H Enterprises Inc.

Date

*WARNING: Section 1001 of Title 18, United States Code provides: "whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both"

SECTION VII. GENERAL INFORMATION FOR ALL APPLICANTS/BORROWERS

Instructions for completion

Prepared by: Applicant/Borrower

NOTE: If the applicant/borrower has an identity of interest relationship both as a principal in the general partnership and as an individual, a Disclosure Certificate for each will be executed.

Number of Copies: Original and Two

Signatures Required: Applicant/Borrower

Distribution of Copies: Original to Borrower file,
Copy to Borrower

NOTE: ATTACH IDENTITY OF INTEREST QUALIFICATION FORMS.

Each page and any attachments to this Certificate will be numbered and initialed by the borrower.

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE

IDENTITY OF INTEREST (IOI) QUALIFICATION

(To be attached to IOI Disclosure Certificate)

(To be completed by the Principal for each trade or business with an identity of interest (IOI) relationship with a Contracting entity). This form will be attached to Form RD 1944-30, "Identity of Interest Disclosure Certificate."

Entity or IOI Company: N & H Enterprises, Inc.

Trade/Business: Property Management Company

Address: 396 St. Paul Street, Suite 200, Orangeburg, South Carolina 29115

Phone Number: (8 0 3) 5 3 6 - 1 0 5 6

Taxpayer Identification No.: 57-0524509

Number of Full Time Employees: 29 Part Time: 27

Number of Years in Business: 31

Name of Contracting Entity: Bowman Low Rental Housing

Personnel (those responsible for completion of the contracted work):

Taylor Davis, President, N & H Enterprises, Inc.

Patricia L. Sherman, Regional Property Manager

Principal Name: Taylor Davis, President, N & H Enterprises, Inc.

Home Phone Number: (8 6 4) 4 6 7 - 0 9 7 8

S. S. No.: 2 4 7 - 1 7 - 0 7 2 4

Trade or Business: Property Management

Years in Business: 31

Training: NAHP-e, and candidate for certified property manager through IREM

License Held: PMIC and Sales

License Nos.: Sales: 539368683 inactive PMIC

Name of Licensing Agencies: South Carolina Real Estate Commission

Page 1

Address: Post Office Box 1184, Orangeburg, South Carolina 29116-1184

Phone No.: (8 6 4) 2 8 8 - 2 3 1 4

Number of Years with Company: 7

Percent of Total Annual Compensation from Company: 2.00 %

Disclose any Criminal Convictions or Debarment from Government programs:

N/A

Disclose any Current or Pending Legal Actions Against the Company or any of its Principals:

N/A

I certify, under penalty of law*, that the business in which I am employed is an ongoing trade or business qualified and properly licensed to undertake the work for which I intend to contract.

I further certify, under penalty of law,* and with knowledge that this information may be verified, that the information submitted is true and accurate.

(Signature)

101 Entity Principal

Date

*WARNING: Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Revised copy is in Sherrill files - 2-5-99

MANAGEMENT AGREEMENT FOR RURAL ECONOMIC COMMUNITY
DEVELOPMENT (RECD) FINANCED
MULTIPLE FAMILY HOUSING (MFH) PROJECTS*

This Agreement is made this 1st day of January, 1999 between The Bowman Low Rental Housing Company, Inc. (the "Owner"), and N & H Enterprises, Inc. (the "Agent") under the terms and conditions set forth herein.

I. General.

- A. Appointment and acceptance. The Owner appoints the Agent as exclusive agent for the management of the property described in paragraph I B of this agreement, and the Agent accepts the appointment, subject to the terms and conditions set forth in this agreement.
- B. Project description. The property to be managed by the Agent under this agreement (the "Project") is a housing development consisting of the land, buildings, and other improvements which make up Cedarwood Villas. The Project is further described as follows:

Name: Cedarwood Villas For The Elderly

Location City: Bowman County: Orangeburg
State: South Carolina

No. of dwelling units: 24

22 - 1 bdrm 2 - 2 bdrm

Type of units: mixed

(Family, Elderly, Mixed, Congregate)

C. Definitions. As used in this agreement:

1. "RECD" means Rural Economic Community Development Including and successor agencies.
2. "Principal Parties" means the Owner and the Agent.
3. "Agent," as used throughout this agreement, means the person or business entity, including employees at the Agent's office and project site, engaged in the task of providing management of a RECD financed MFH project in contractual arrangement with the Owner.

D. Identity of interest. The Agent discloses to the Owner and RECD any and all identities of interest that exist or will exist between the Agent and the Owner, suppliers of material and/or services, or vendors in any

combination of relationship. A certification by memorandum of such disclosure is attached and made part of this agreement.

- E. RECD requirements. In performing its duties under this management agreement, the Agent will comply with all relevant requirements of RECD. RECD requirements include preparation of forms and reports in the format of prescribed RECD forms and exhibits.
- F. Basic information. As soon as possible, the Owner will furnish the Agent with a complete set of "as built" plans and specifications and copies of all guarantees and warranties relevant to construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, the Agent will become thoroughly familiar with the character, location, construction, layout, plan, and operation of the project, and especially with the physical plant.
- G. Compliance with governmental orders. The Agent will take such action as it may deem necessary to comply promptly with any and all governmental orders or other requirements affecting the project, whether imposed by Federal, State, county or municipal authority, subject, however, to the limitation stated in paragraph IV D of this exhibit with respect to litigation and repairs. Nevertheless, the Agent shall take no action so long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent will notify the Owner in writing of all notices of such orders or other requirements within 72 hours from the time of their receipt.
- H. Nondiscrimination. In the performance of its obligation under this agreement, the Agent will comply with the provisions of any Federal, State or local Fair Housing law prohibiting discrimination in housing on the grounds of race, color, religion, sex familial status, national origin, or handicap. Other nondiscrimination provisions include Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as they relate to the Rural Economic Community Development.
- I. Fidelity coverage. The Agent agrees to furnish, at its own expense, fidelity coverage to the Owner, with copy to the RECD Servicing Office on the employees of the Agent who are entrusted with the receipt custody, and disbursement of any project moneys, securities, or readily salable property other than money or securities. The minimum coverage of \$200,000.00 will be provided according to the coverage chart found in paragraph XV of Exhibit B of this subpart. The Agent will obtain coverage from a company licensed to provide coverage in the project locality. Coverage will be enforced to coincide with the

assumption of fiscal responsibility by the Agent until that responsibility is relinquished. Endorsement listing RECD projects separate from other projects or operations will be obtained and made part of the coverage policy or bond. The other terms and conditions of the coverage, and the surety thereon, will be subject to the requirements and approval of the owner.

- J. Bids, discounts, rebates, etc. With prior approval of the owner, the Agent will obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the project, and is authorized to solicit bids, either formal or informal, for those items which can be obtained from more than one source. The Agent will secure and credit to the Owner all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on the Owner's behalf.

II. Management plan.

- A. Description. Attached is a copy of the management plan for the project, which provides a comprehensive description of the policies and procedures to be followed in the management of the project.
- B. Relationship with management plan. The Agent shall conduct its management activities in accordance with the policies and procedures set forth in the management plan. In addition, the Agent will also carry out the tasks and responsibilities set forth in paragraph IV of this agreement.
- C. Division of duties and common expense. An identification of duties and supervisory relationship for project site staff and Agent's office staff are described in the management plan as is the pro rate division of singularly incurred operating expense common to the Agent and the Owner.

III. Budget.

- A. Preparation. The Agent shall prepare an original project budget for submission to the owner and RECD for approval. For each subsequent fiscal year the Agent shall prepare a new budget.
- B. Budget categories. The budget shall be prepared using the format and categories of RECD Form 1930-7, "Multiple Family Housing Project Budget."

IV. Agent's authorizations. The Owner authorizes the Agent to:

- A. Operate the project according to the Owner's management plan and in compliance with the Owner's loan agreement (or resolution) with RECD and applicable RECD regulations and guidelines.
- B. Operate and maintain the project within reasonable tolerance (as defined by RECD) of the expense category subtotals in the project budget.
- C. Purchase all material, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair of the project as stipulated by the Owner in the management plan, project budget, and/or other form of written documentation.
- D. Notwithstanding any of the foregoing provisions or any similar provisions that follow, the prior written approval of the Owner will be required for any expenditure which exceeds \$1,000.00 in any one instance for litigation involving the project, or labor, materials, or otherwise in connection with the maintenance and repair of the project. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the project. In the latter event, the Agent will inform the Owner of the facts as promptly as possible.
- E. Represent the Owner in specific matters related to management of the project. (Items such as representing the Owner's interest at appeal hearings may be specified here or may be indicated that such authorizations will be provided in writing as an addendum when appropriate.)

V. Agent obligations.

- A. Management input during and after RECD processing. The Agent will advise and assist the Owner with respect to management planning and input during RECD loan processing and subsequent review. The Agent's specific tasks will be:
 - 1. Participation in any conference with RECD officials involving project management.
 - 2. Preparation and submission of Form RECD 1930-7 as a quarterly report throughout the period from initial occupancy after RECD loan closing until such time as no longer required by RECD. If

the management is authorized to sign the reports for the owner, a copy of the signed report as submitted to RECD will be provided to the Owner.

3. Participation in the on-site final inspection of the project, required by RECD prior to initial occupancy.
 4. Continuing review of the management plan, for the purpose of keeping the owner advised of necessary of desirable changes.
- B. Liaison with architect and general contractor. At the direction of the owner during the planning and construction phases, the Agent will maintain direct liaison with the architect and general contractor, in order to:
1. Coordinate management concerns with the design and construction of the project,
 2. To facilitate completion of any corrective work, and
 3. To facilitate the Agent's responsibilities for arranging utilities and services pursuant to paragraph V J of this agreement. The Agent will keep the Owner advised of all significant matters of this nature.
- C. Marketing. The Agent will market the rental units according to the management plan, observe all requirements of the Affirmative Fair Housing Marketing Plan, and maintain records of the marketing activity for compliance review purposes.
- D. Rentals. The Agent will offer for rent and will endeavor to rent the dwelling units in the project. The following provisions will apply:
1. The Agent will make preparations for initial rent-up, as described in the management plan.
 2. The Agent will follow the tenant selection policy described in the management plan.
 3. The Agent will show the premises and available units to all prospective tenants without regard to race, color, national origin, sex, religion, familial status, handicap or age; and will provide for reasonable accommodation to individuals with handicaps.

4. The Agent will take and process all applications received for rentals. If an application is rejected, the Agent will inform the applicant in writing of the reason for rejection. The rejected application, with the reason for rejection noted thereon, will be kept on file until a compliance review has been conducted. If the rejection is because of information obtained from a credit bureau, the source of the report must be revealed to the applicant according to the Fair Credit Reporting Act. A current list of qualified applicants will be maintained.
 5. The Agent will prepare all dwelling leases, parking permits, and will execute the same in its name, identified thereon as Agent for the Owner. The terms of all leases will comply with the relevant provisions of RECD regulations and State and local law. Dwelling leases will be in a form approved by the Owner and RECD.
 6. The Owner will furnish the Agent with rental and income report forms required by RECD, showing rents as appropriate for dwelling units, other charges for facilities and services, and income data relevant to determinations of tenant eligibility and tenant rents. In no event will the rents and other charges be exceeded.
 7. The Agent will counsel all prospective tenants regarding eligibility and will prepare and verify eligibility certifications and recertifications in accordance with RECD requirements.
- E. Reports. The Agent will furnish information (including occupancy reports) as may be requested by the Owner, RECD, and/or the Office of Inspector General from time to time with respect to the project's financial, physical, or operational condition. The Agent will also prepare and submit:

Form RECD 1930-8	"Year End Report and Analysis"
Form RECD 1944-8	"Tenant Certification"
Form RECD 1944-29	"Project Worksheet for Interest Credit and Rental Assistance"
Form RECD 1930-7	"Multiple Family Housing Project Budget".

The Agent will assist the owner in initiating or completing all additional reporting forms and data prescribed by RECD affecting the operation and maintenance of the project.

- F. Collection of rents, security deposits' and other receipts. The Agent will endeavor to collect when due all rents, charges, and other amounts receivable on the Owner's account in connection with the management and operation of the project. Such receipts will be deposited immediately in the project's general operating account with Farmers and Merchants Bank whose deposits are insured by an agency of the Federal Government. The Agent will collect, deposit, and disburse security deposits, if required, in compliance with any State or local laws governing tenant security deposits. Security deposits will be deposited by the Agent in a separate account, at a Federally insured institution. This account will be carried in the owner's name and designated of record as "Cedarwood Villas Security Deposit Account."
- G. Accounting system. The Agent must develop a systematic method to record the business transactions of the project that appropriately reflects the complexity of project operations and the owner's requirements. The Agent may be required to implement and use a bookkeeping and accounting system acceptable to RECD. The accounts described in paragraph VI of this agreement, as a minimum, will be established and regularly maintained by the Agent.
- H. Enforcement of leases. The Agent will endeavor to ensure full compliance by each tenant with the terms of the leases. Voluntary compliance will be emphasized. The Agent, using the services of local social service agencies when available, will counsel tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by the Agent. Involuntary termination of tenancies should be avoided to the maximum extent consistent with sound management of the project. Nevertheless, and subject to the relevant procedures prescribed in the management plan, the Agent may initiate action to terminate any tenancy when, in the Agent's judgment, there is material noncompliance with the lease or other good cause as prescribed by RECD regulations for such termination. The tenant must be properly notified of his/her right to appeal the proposed action according to RECD regulations. Attorney's fees, and other necessary costs incurred in connection with such actions will be paid out of the general operating account as project expenses within the itemized limit of the project budget.
- I. Maintenance and repair. The Agent will endeavor to maintain and repair the project in accordance with the management plan and local codes, and

keep it in a condition acceptable to the Owner and RECD at all times. This will include, but is not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, energy conservation measures and practices, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein.

Incidental thereto, the following provisions will apply:

1. Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.
 2. The Agent will contract with qualified independent contractors acceptable to the Owner for the maintenance and repair of air conditioning, heating systems, and elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Any identity of interest will be identified in accordance with paragraph V B of Exhibit B of this subpart.
 3. The Agent will systematically receive and promptly investigate all service requests from tenants, take such action as may be justified, and keep records of the same. Emergency requests will be received and serviced on a 24 hour basis. Serious complaints will be reported to the Owner after investigation.
 4. The Agent will advise the Owner of any cost-effective and adaptable energy conservation measures or practices that should be used in the project. The Agent will encourage their use and will assist the Owner during any installation of these measures of institution of practices.
- J. Utilities and services. In accordance with the Owner's management plan, the Agent will make arrangements for water, electricity, gas fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service.
- K. Insurance. The Owner will inform the Agent of insurance to be carried with respect to the project and its operations, and the Agent will cause such insurance to be placed and kept in effect at all times. The Agent will pay premiums out of the general operating account, and premiums will be treated as operating expenses. All insurance will be placed with companies, on conditions, in amounts, and with beneficial interests appearing thereon as shall be acceptable to the Owner and the RECD provided that the same will include public liability coverage, with the

Agent designated as one of the insured, in amounts acceptable to the Agent as well as the Owner and RECD. The Agent will investigate and furnish the Owner with full reports on all accidents, claims, and potential claims for damage relating to the project, and will cooperate with the owner's insurers in connection therewith.

- L. Taxes, fees, and assessments. The Agent shall provide for the payment from project funds all taxes, assessments, and government fees for the owner promptly when due and payable. The Agent shall also evaluate local property taxes to determine if they bear a fair relationship to the project value and if they do not, at the direction of the Owner, appeal such taxes on behalf of the Owner or assist the Owner in the appeal, whichever is required by local jurisdiction or is appropriate.
- M. Employees and/or services. The Agent will employ persons and/or services, (or will manage persons and/or services employed by the Owner) to perform duties and responsibilities at the project site as described in the management plan. Compensation of such persons and/or services will be paid as a direct expense to the project as specified in the management plan and this agreement. The Agent will employ sufficient resources (staff and/or services) within the Agent's operation to fulfill Agent's obligation to the Owner under the terms of this agreement. Agent's office will be paid directly by the Agent out of the Management Fee paid by the Project.

V. Project Accounts.

- A. General Operating Account. This account records all Project income and disbursements. Excess Project cash held in this account may be combined with other project funds described below in temporary (immediate call) interest-bearing accounts when separate bookkeeping records are maintained for individual project accounts. This will usually be a checking account which must be maintained in a financial institution insured by the Federal Government. The Owner will have deposited the required initial operating capital into this account by the time of loan closing or when interim funds were obtained, whichever occurs first. The initial operating capital will be recorded in the General Operating Account. After two, but before five full budget years of Project operation, the RECD State Director may authorize the Owner to make a one-time withdrawal from Project funds, and amount no to exceed the borrower's beginning cash contribution to the Initial Operating Capital as described in the loan agreement or resolution, provided that: the loan was closed on or after N/A; the loan agreement or resolution signed by the borrower is Form RECD 1944-33 "Loan Agreement", 1944-34 "Loan Agreement", or 1944-35 "Loan

Resolution", the Project has achieved at least a 95% occupancy level at time of the withdrawal; the withdrawal will not affect the financial integrity of the Project; the Owner must demonstrate that all prudent maintenance is being planned and performed and payment of necessary project expenses are not being deferred; the State Director determines that the year of withdrawal or during the next operation year; and the State Director has reviewed and approved any required borrower reports before the Initial Operating Capital is withdrawn.

1. Deposits. All income and revenue from the housing project shall, upon receipt, immediately be deposited in the General Operating Account. This will include rent receipts, housing subsidy payments, laundry revenue, or any other project income. The borrower and Agent may also, at their for purposes authorized by this section, including transfer from the Reserve Account. Housing Assistance Payments received from the Department of Housing and Urban Development (HUD) and RECD rental assistance payments shall be deemed to be revenue derived from operation of the Project. All funds in the General Operating Account will be used only as authorized in this section and until so used, will be held by the Agent in trust for the Government as security for the Project obligations.
 2. Disbursements. Not later than the 15th of each month, out of the General Operating Account, the Agent shall pay or fund the actual, reasonable and necessary monthly Project expenses. Current expenses may include the funds deposited in the General Operating Account which are not proceeds of the loan or income or revenue from the Project. (However, non-profit borrowers are permitted to use loan funds specified for initial operating capital purposes as authorized in Subpart E of Part 1944 of this Chapter (RECD Instruction 1944-E.) Other authorized disbursements are RECD approved installments of debt service, real estate tax and insurance escrow, reserve, and at the end of the fiscal operating year, return or investment as provided in Section C below. Any balance remaining in the General Operating Account, except as authorized above, may be retained or transferred to the Reserve Account.
- B. Real Estate Tax and Insurance Escrow Account. Funds recorded in this account may be deposited in an interest bearing account at a Federally insured financial institution. Each month after the payment of actual, reasonable, and necessary current operating and maintenance expenses, there shall be transferred from the General Operating Account to the Real Estate Tax and Insurance Escrow Account an amount equal to one-

twelfth of the total anticipated real estate tax and insurance payments for the year. Any interest earned shall be prorated based on the amount held in the escrow account at the time interest is earned and it shall accrue and be part of the account. Funds in the Real Estate and Insurance Escrow Account shall be used only as authorized by this section and until so used, shall be held by the Agent in trust for the Government as security for the loan obligations.

- C. Reserve Account. Funds recorded in this account should be held in an interest bearing account or accounts at a Federally insured financial institution. Immediately after paying each installment for the orderly retirement of the RECD loan, as provided in the borrower's loan agreement or resolution. Monthly transfers shall be resumed the next month following disbursement from the Reserve Account until it is restored to the specified total minimum sum. Funds in the Reserve Account shall be used only for authorized purposes as described below and, until so used, shall be held by the Agent in trust as security for the loan obligations. Reserve Account funds not immediately needed for authorized purposes may be invested in saving certificates insured by a Federal institution, or invested in readily marketable obligations of the United States Treasury Department, the earnings on which shall accrue to the Reserve Account. Interest earnings may be used to meet the monthly installments to the Reserve Account and/or to meet a modified and higher reserve level established periodically by an RECD approved amendment to the borrower's loan agreement or resolution. Such amendment may be made to build reserve for scheduled replacement of depreciable property items in addition to reserve requirements. Any amount in the Reserve Account which exceeds the total sum specified in the loan agreement or resolution may be transferred to the General Operating Account for the authorized purposes, only when it is agreed between the Owner and RECD to be in excess of the requirement. However, the RECD District Director may direct the excess sum to be retained in the Reserve Account when determined necessary to protect the Government's security interest. With prior consent of the Government, funds in the Reserve Account may be used by the Owner or its designee for the following purposes:

1. To meet payments due on the loan obligations in the event the amount for debt service is not sufficient for the purpose.
2. To pay costs of repairs or replacements to the housing, furnishings, or equipment caused by catastrophe or long-range depreciation which are not current expenses. Withdrawal for approval process should be approved in advance during the annual budget approval process.

3. To make improvements to the housing project without creating new living units.
 4. For other purposes desired by the Owner, which in judgment of the Government will promote the loan purposes, strengthen the security or facilitate, improve, or maintain the orderly collectability of the loan, without jeopardizing the loan or impairing the adequacy of the security.
 5. To pay a return on investment at the end of the Owner's project operating year, provided that after such disbursement, the amount in the Reserve Account will be not less than that required by the loan agreement or resolution to be accumulated by that time and the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months:
 - a. If Owner is operating on a limited profit basis, to pay a return on the Owner's initial investment as identified in the loan agreement or resolution.
 - b. If Owner is operating on a full profit basis, to pay a return as specified in the Owner's loan agreement or resolution.
- D. Tenant Security Deposit Account (When Applicable). Upon receipt, all tenant security deposit funds collected shall be deposited in a separate account at a Federally insured financial institution, and shall be handled according to any State or local laws governing tenant security deposits. All tenant security deposit funds collected shall be recorded in a bookkeeping account that is separate from the Project bookkeeping account. Funds in the Tenant Security Deposit Account shall only be used for authorized purposes as intended and represented by the Project Management Plan. They shall be held by the Agent in trust for the respective tenants until so used. Any amount in the Tenant Security Deposit Account which is retained by the Agent as a result of lease violations shall be transferred to the General Operating Account and treated as income of the Project. In no case will interest earned on security deposits accrue to the Agent or the Owner. Any interest earned but not returned to the tenants will accrue to the Project's General Operating Account for disposition as outlined in the Management Plan.

VI. Agent's Compensation, Tenure, and Identification.

- A. Agent's Compensation. The Agent will be compensated for its services including overall management under this Agreement by monthly fees, to be paid from the General Operating Account and treated as project operation and maintenance expenses. Such fees will be payable on the first day of each month for the preceding month. Each monthly fee will be in an amount computed as follows:

6.6% of the Basic Rents, including Rental Assistance and Interest Credit, Collected for the Preceding Month.

% of basic rents collected (plan II)

Maximum annual compensation under this agreement and the approved project budget shall be \$5,782.44 per year.

Terms of Agreement. This Agreement shall be in effect for a period of not more than three years, beginning on the 1st day of January, 1999, subject, however, to the following conditions:

1. This Agreement will not be binding upon the Principal Parties until approved by RECD.
2. This Agreement may be terminated by the mutual consent of the Principal Parties as of the end of any calendar month, provided that at least thirty (30) days advance written notice thereof with reasons given is submitted to RECD. However, this agreement is automatically renewed and will remain in effect until rejected by RECD, Owner, or Agent.
3. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other provided that prompt written notice with reasons given for such termination is submitted to RECD.
4. It is expressly understood and agreed by and between the Principal Parties that the State Director shall have the right to terminate this Agreement at the end of any calendar month, with cause, or without cause in cases of Owner default, on thirty (30) days advance written notice to each of the Principal Parties, except that in the event of a default by the Owner under its security instruments, the State Director may terminate this Agreement immediately upon the issuance of a notice of cancellation to each of the Principal Parties. It is further

understood and agreed that no liability will attach to either of the Principal Parties in the event of such termination.

5. Upon termination of this Agreement the Agent will submit to the Owner all Project books and records and any financial statements required by the RECD. After the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, the Owner will furnish the Agent security, in form and principal amount satisfactory to the Agent, against any obligations or liabilities which the Agent may properly have incurred on behalf of the Owner hereunder.

- C. Agent's Indemnification. Notwithstanding any provision of this Agreement or any obligation of Agent hereunder, it is understood and agreed: (a) that the Owner has assumed and will maintain its responsibility and obligation throughout the term of this Agreement for the finances and the financial stability of the Project; and (b) the Agent shall have no obligation, responsibility or liability to find authorized Project costs, expenses, or accounts other than those funds generated by the Project itself or provided to the Project or to Agent by Owner. In accordance with the foregoing, Owner agrees that Agent shall have the right at all times to secure payment of its compensation, as provided for under Paragraph VI A of this Agreement, from the Operating and Maintenance Account, immediately when such compensation is due and without regard to other Project Obligations or expenses provided the Agent has satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, Owner hereby indemnifies Agent and agrees to hold it harmless with respect to Project cost, expenses, accounts, liabilities and obligations during the term of this Agreement and further agrees to guarantee to Agent the payment of its compensation under Paragraph VI A of this Agreement during the term of this Agreement to the extent that the Project's Operating and Maintenance Account is insufficiently funded for this purpose. Failure of Owner at any time to abide by and to fulfill the foregoing shall be a breach of the Agreement entitling Agent to obtain from Owner, upon demand, full payment of all compensation owed to Agent through the date of such breach and entitling Agent, at its option, to terminate this Agreement forthwith.

VII. Interpretative Provisions.

- A. This Agreement constitutes the entire agreement between the Owner and the Agent with respect to the management and operation of the Project. No change will be valid unless made by supplemental written agreement approved by RECD.

- B. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- C. This Agreement is NOT in full force and effect unless and until concurred by RECD.
- D. At all times, this Agreement will be subject and subordinate to all rights of the RECD, and will work to the Benefit of and constitute and binding obligation upon the Principal Parties and their respective successors and assigns. To the extent that this Agreement confers rights upon the Consenting Parties, it will be deemed to work to their benefit, but without liability to either, in the same manner and work with the same effect as though the consenting Parties were primary parties to the Agreement.

The Principal Parties (by their duly authorized officers) have executed this Agreement on the date first above written.

OWNER:

BY: Roosevelt Matthews

TITLE: PRESIDENT
THE BOWMAN LOW RENTAL
HOUSING CO., INC.

AGENT:

BY: Harris Davis
TITLE: PRESIDENT
N & H ENTERPRISES, INC.

As lender or insurer of funds to defray certain costs of the Project and without liability for any payments hereunder, the Rural Economic Community Development hereby concurs with this Agreement.

RURAL ECONOMIC COMMUNITY DEVELOPMENT

BY: _____

TITLE: _____

DATE: _____

MANAGEMENT PLAN CEDARWOOD VILLAS

The Management Agent is N & H Enterprises, Inc., Roosevelt Matthews represents the Owner of the Project and will be the person to be contacted by N & H Enterprises, Inc., regarding management decisions regarding the Project. N & H Enterprises, Inc., and the owner will hold annual meetings convenient to both parties regarding the Project. The responsibilities and duties of the Agent are the reasonable day-to-day management activities of the Project such as:

1. Developing and modifying Operating Budget,
2. Renting the units,
3. Collecting the rents,
4. Preparing reports to RECD,
5. Normal bookkeeping,
6. Maintaining tenant records,
7. Arranging for proper maintenance of the Project, and
8. Making inspections, along with any other pertinent activities.

The responsibilities and duties of the Owner are to have input concerning the above and to make major decisions regarding the Project.

The personnel and staffing arrangements of N & H Enterprises are in conformance with equal employment opportunity requirements. The staffing needs for the Project include an on-site person responsible for collecting rent, maintaining tenant relations, taking applications, maintaining waiting lists, showing apartments, recertifying tenant income, maintaining tenant files, making inspections, scheduling day-to-day maintenance, and other activities deemed necessary to manage the Project as determined by N & H Enterprises, Inc. and is paid as an employee of the same. N & H Enterprises will be reimbursed from the Project operating fund.

Only experienced and qualified persons will be considered for the staff positions. The manager must have a South Carolina Property Manager in Charge License. The Maintenance staff must have knowledge of plumbing, electrical, and carpentry methods as well as three years experience in the maintenance field. Maintenance will be supervised by the manager. The site manager will be supervised by a Regional Property Manager who reports to the president of N & H Enterprises Inc. The staff will attend RECD seminars to keep up with changes in the Multiple Family Housing Program.

The accounting for the Project will be handled at the main office of N & H Enterprises, Inc. Such services are included as part of the Agent's monthly management fee outlined in the Management Agreement. Accounting will be maintained as required by RECD and the Owner and will include such day-to-day activities as payment of monthly expenses, maintenance of bank accounts, preparation of monthly reports to RECD and the Owner, and other related accounting activities.

Employees of N & H Enterprises, Inc. who will be performing duties for the Project are familiar with management of RECD projects, and with requirements of RECD regarding daily management and recordkeeping procedures, as well as, yearly audit and budget requirements, and have experience in managing rent increases. All personnel involved in the Project management will continue to be knowledgeable in RECD requirements regarding the Project.

The marketing for units at Cedarwood Villas will be done to meet the Affirmative Fair Housing Marketing Plan. The units will be advertised through the newspaper as needed, along with signs, and correspondence with the local Housing Authority and Social Services Department. Special efforts will be made to contact minorities who traditionally would not be expected to apply. The ultimate goal of the Agent is to reach and maintain a high occupancy level, along with increasing the ratio of minorities, low income, handicapped, and/or elderly individuals. A waiting list will be maintained as required by RECD regulations for each size unit at the project.

For vision impaired persons N & H Enterprises, Inc., will provide a staff person to assist in reviewing the documents. Assistance may include describing the contents of the documents, reading the document as may be needed to permit the contents of the document to be communicated to the person with the vision impairment.

For the hearing-impaired persons N & H Enterprises, Inc., will provide assistance to the person by providing a qualified interpreter at a time convenient to both the property and the individual by appointment.

Unit Modification policy - Modification to the units may either be performed by N & H Enterprises, Inc. and its designers and charged to the resident of the unit or performed by a contractor hired by the resident with permission of N & H Enterprises, Inc. All modifications shall meet applicable city, county and state building code standards. Certain alterations such as light switches, thermostats, doorknobs, kitchen equipment and assigning parking spaces will be handled by on site staff according to the requirements of the individual resident.

The waiting list will be maintained at the site office. The RECD exhibit B-14 will be used. Applications that possess a letter of priority will be considered first.

All other applications will be placed in order to date, time and availability of required unit size. This will be the responsibility of the manager. Tenants will be oriented to the Project by the site manager at time of move-in: Their rights and responsibilities under the lease and regarding rent payment policies will be explained to them. Special attention will be given to stressing the importance of timely and accurate reporting by the tenant of all sources and charges of income and of members of the household to the manager. Annual and interim certifications will be prepared by the manager after proper notice to the tenant of the date to submit the necessary information. Leasing policies and procedures will be per RECD regulations regarding leases. The rules for occupancy will be posted at the

project site office; each tenant will receive a written copy of said rules. After all third party verifications are received and rent calculations are completed, the recert signed by the resident and manager will be sent to RECD. Any overage due will be paid through project funds.

The rental office is open to the public Tuesdays and Thursdays from 8 A.M. until 5 P.M. Rent will be paid by check or money order in person or by mail at the management office from the first of the month through the fifth of the month from 1:00 P.M. to 5:00 P.M. Deposits will be made daily into the operating account at the Farmers and Merchants Bank. The manager or assistant will collect the rent and receipt the rent. Tenant ledger cards and rent control sheets will be used to record collected rents. The amount of Security Deposit to be charged to each tenant will be \$150.00. Security deposits will be maintained in an escrow account at Farmers and Merchants Bank, in an interest bearing account. Tenant will be informed of their responsibilities regarding refund of their deposit upon moving out of the project. These include giving proper notice of moving as outlined in the lease and leaving the unit in a condition at least as good as the time of move-in. A move out inspection will be performed and the tenant must be present at the time of this inspection (when possible). Four yearly inspections of all units will be done, with notice given to tenants so they can be present at such inspection if desired. The units will also be checked periodically as maintenance calls demands. The tenant will be provided with a copy of the policy on periodic inspections, and maintenance request, contact numbers for emergency and personnel.

The Site Manager will perform move-in inspections of units with new tenants. They will be informed about their units regarding operation of appliances, air conditioning and heating systems. The responsibility of selecting tenants will be the duty of the Site Manager. The site manager will maintain a separate file for each tenant. All information pertaining to each tenant will be maintained as required by RECD regulations and files on tenants who have moved will be kept available for a period of as required by RECD at the Site Office. The tenant will be aware of their rights to appeal any decision of the site manager to the office at N & H Enterprises, Inc., and if need to, the RECD representative for the district.

The site manager is knowledgeable of RECD tenant grievance and appeals procedures and a written copy of such procedures will be available at the site office for review by tenants if required. The site manager is aware of state and local laws and RECD requirements regarding termination of leases and evictions and will be responsible for the notifications that must be given to a tenant when termination of the lease or eviction is proposed.

Whenever it is necessary to request a rent increase, the manager along with the accounting specialist will develop a budget to meet the changes in operating cost. The president of N & H Enterprises, Inc. and the Owner will approve the budget before it is submitted to RECD. Each tenant will be given notice in writing regarding the proposed rent increase thirty days in advance of the effective date of the budget. All of the projects accounting records will be maintained at the office of N & H Enterprises, Inc. All records will be

maintained in accordance with RECD requirements, using all required forms. Yearly budgets and monthly reports will be prepared at this office, as will monthly financial reports to owners. Correspondence with the district RECD office will be undertaken from the main office. The agent is familiar with insurance requirements of the project and will assure that all insurance policies and fidelity bonds, as required, are in effect per RECD regulations.

Plans and procedures for carrying out an effective maintenance program include, preventative measures such as changing a/c filters every three months, cleaning refrigerator coils every six months, apartment inspections every three months, and checking smoke alarms twice a year and checking front porch lights and reporting any area lighting problem to the local utility company immediately. Vacant units are turned with in five days, which includes painting, cleaning and carpet cleaning, as well as, any needed repairs. A dumpster is provided by Chambers Waste Systems, Inc. and garbage is removed weekly. The grounds maintenance is contracted to a grounds maintenance company, and exterminating is contracted to a qualified company. Major repairs will be handled by licensed contractors.

Work request are called in or placed in person by the tenant at the site office. Purchases of repairs materials are placed with the managers approval by the maintenance supervisor. All invoices are paid within thirty days.

The energy conservation measures that the tenant will be responsible for will be explained to them through move-in orientation with the site manager. This will be instructions on proper use of air and heat systems, use of hot water heaters, temperature settings, and the importance of reporting any malfunction of supplied utilities and appliances to the manager as soon as possible. Pamphlets from the local utility company are given to the residents, with measures they can take to keep cooling and heating cost down. Every step will be taken to provide the best energy conservation measures--weather stripping, caulking, water heater insulation. Regular inspections will involve attention to these areas to assure that appliance and heating/cooling systems are working at highest efficiency.

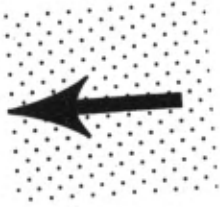
N & H Enterprises, Inc., has been managing multi-family housing projects for over ten years and has been established for over twenty years. We have every confidence in the competence of our staff and its ability to manage Cedarwood Villas Apts. efficiently.

N & H Enterprises, Inc.
Post Office Box 1184
1455 Russell Street
Orangeburg, SC 29116-1184
(803) 536-1056

BY: _____
Harris B. Davis
President

OWNER: _____
Roosevelt Matthews
President, The Bowman Low
Rental Housing. Company, Inc.

APPROVED:
RURAL ECONOMIC AND COMMUNITY DEVELOPMENT





South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

February 3, 2005

The Honorable Alex Harvin, III
House of Representatives
P. O. Box 11867
Columbia, South Carolina 29211

Re: Scott's Branch 76 Foundation
Housing Trust Fund Hill Street Project

Dear Alex:

I received your letter of January 27, 2005 concerning Scott's Branch 76 Foundation and the Hill Street property acquired with Housing Trust Funds.

It is our understanding based on the attached letter dated January 13, 2005 from Alice Wearing, Scott's Branch 76 Foundation's Executive Director, that the funds would be returned if the Authority allowed additional time for repayment. The Authority has subsequently granted the additional time requested for repayment until August 31, 2005.

The Authority remains ready to assist the Foundation in the future if they have a development proposal that will ensure that affordable housing is placed on the property. While I am sure the Foundation members recognize the housing need and are trying to do the "right thing," our problem, simply put, is that we granted dollars in July 2000 to provide affordable housing. No housing has been provided nor has the Authority received a comprehensive development package indicating that housing is likely in the near future.

If another extension for a reasonable time period would make a difference, please let us know.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

Enclosures

CC: Ken Harvin
Alice Wearing

val



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831

www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 18, 2005

Ms. Alice D. Wearing
Executive Director, Scott's Branch '76 Foundation CDC
P.O. Box 82
Summerton, SC 29148

RE: Project # 18500
Hill Street – Land Acquisition

Dear Ms. Wearing:

Thank you for your letter dated January 13, 2005. The South Carolina State Housing Finance and Development Authority has decided to grant Scott's Branch 76 Foundation's request to repay the \$76,500 due back to the Housing Trust Fund until late summer. The Authority also regrets that the Hill Street project ran into many roadblocks that resulted in untimely and costly delays which could not be overcome.

The Authority will expect to receive a cashier's check made payable to the SC State Housing Finance and Development Authority in the amount of \$76,500.00 by Wednesday, August 31, 2005.

Contact Nancy Fairley at (803) 896-9343 if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Valerie M. Williams", is written over a horizontal line.

Valarie M. Williams
Housing Development Director

Scott's Branch 76 Foundation Community Development Corporation
P.O. Box 82
Summerton, South Carolina 29148

RECEIVED

JAN 20 2005

HOUSING TRUST FUND

January 13, 2005

Ms. Valarie M. Williams
South Carolina State Housing Finance &
Development Authority
300 C Outlet Pointe Blvd
Columbia, SC 29210

RE: Land Acquisition Refund

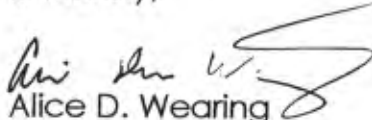
The Scott's Branch 76 Foundation is in receipt of your letter dated January 11, 2005 regarding the authority request to refund \$76,500.

We are currently working to raise the funds necessary to resolve this matter and believe we can have the authority \$76,500 return by late summer. This would mean seeking loans from the private sector because we currently do not have \$76,500 available. However, the board of director's ask that your agency continue to be patient with us as we work through this difficult time.

We want you and your staff to know that we truly regret what has occurred and we will resolve this matter as soon as possible. We believe in the mission of your agency and truly recognize the work that is needed in rural communities to provide decent and affordable housing. Thus, we want to ensure you that we are not resting until we can comply with your request.

Thank you very much for your continue cooperation in this matter. I can be reach at 803.485.2001.

Sincerely,


Alice D. Wearing
Executive Director
ADW:kh

FAX COVER SHEET

**S. C. HOUSE OF REPRESENTATIVES
WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

DATE: January 26, 2005

TO: Mr. Don Hinson
SC Housing Finance & Devel. Authority

FROM: Rep. Alex Harvin III

FAX NUMBER: 803-253-6890

PHONE NUMBER:

PAGES: 3 (including this one)

MESSAGE:

**IF YOU DO NOT RECEIVE ALL OF THE SHEETS INDICATED, PLEASE
CONTACT THE WORD PROCESSING CENTER**

jhm/fax

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135

C. ALEX HARVIN III
DISTRICT 64WAYS & MEANS COMMITTEE
RANKING MEMBER
MAJORITY LEADER EMERITUSHOME ADDRESS
POST OFFICE BOX 266
SUMMERTON, SC 29148
(803) 485-8687
(803) 485-8707 FAX

January 26, 2005

FAX 803-253-6890

Mr. Don Hinson, Director

SC Housing Finance and Development Authority

Re: Mr. Ken Harvin, Scott's Branch 76 Foundation, Community Development
Corporation, Post Office Box 82, Summerton, SC 29148

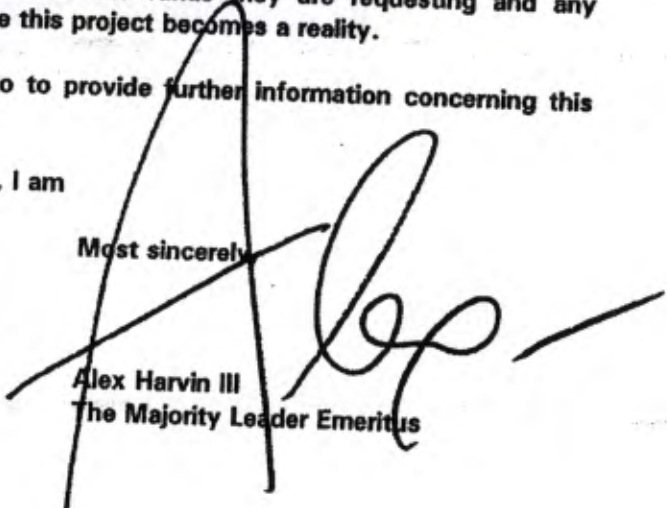
Dear Don:

I have enclosed a self-explanatory letter from the Scott's Branch 76 Foundation. They are a fine group that works to help us deal with the problems and issues in our community. If at all possible, I would appreciate your making sure that their needs are met, that they receive the funds they are requesting and any additional help needed to make sure this project becomes a reality.

If there is anything I can do to provide further information concerning this project, please let me know.

With warm personal regards, I am

Most sincerely,


Alex Harvin III
The Majority Leader Emeritus

AHIII/jhm/January-26-05-2

Enclosure

Scott's Branch 76 Foundation Community Development Corporation
P.O. Box 82
Summerton, South Carolina 29148

January 13, 2005

The Honorable Representative Alex Harvin III
310C Blatt Bldg
Columbia, SC 29211
FAX 803.485.8707

Dear Alex,

Per our conversation regarding the South Carolina State Housing Finance and Development Authority request to refund \$76,500 for a land acquisition grant awarded to the Scott's Branch 76 Foundation in July of 2000.

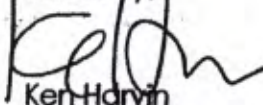
The authority has requested that the Scott's Branch 76 Foundation repay \$76,500 because we were unable to build houses on the 13.57 acres of land purchased located in the Town limits of Summerton (Hill Street) according to proposal timeline. Our inability to build houses as outline in the grant was due to the Town of Summerton lack of infrastructure capacity (water and sewage). Thus, prohibiting us to build as planned.

However, we are currently working to raise the funds to comply with there request because we do not have the funds available we are asking that they continue to work with us through this difficult time.

Nevertheless, we believe in the mission of the housing authority and truly recognize the need for decent and affordable housing in Clarendon County. Thus, we will work hard to resolve this matter as soon as possible.

We thank you for assisting in this matter. If I could provide any additional information please contact me at 803.485.2001.

Sincerely,



Ken Harvin
Program Director
KH:kh



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 31, 2005

Mr. Harry Jivers, President
Brookland W. Columbia Community
& Housing Development Corporation
P.O. Box 2454
Columbia, South Carolina 29202

Dear Mr. Jivers:

It was a pleasure to meet with both you and members of your Board at our initial meeting on Wednesday, January 19, 2005. The issues that were discussed were necessary towards helping the Authority to review its processes and their respective relevance in the rehabilitation/development of affordable housing.

The Brookland West Columbia Community and Housing Development Corporation's (the Corporation) efforts to implement its Housing Trust Fund award have been admirable. However, the one impediment that remains is locating a contractor(s) to perform the rehabilitation within reasonable cost limits as established by the Authority. During our initial meeting, I indicated that I would perform an analysis to ascertain whether the allowable costs included in the Corporation's approved work write-ups were reasonable and customary for the midlands area. At the completion of that analysis, it was confirmed that the allowed costs were reasonable and customary for the area. After discussions with you, the Authority agreed to increase all approved amounts by ten percent (10%) in order to expedite the contractor selection and subsequent rehabilitation process. The following is a reflection of that agreement:

	<u>Beneficiary</u>	<u>Requested Amt.</u>	<u>Approved Amt.</u>	<u>Approved +10%</u>
	Jeffcoat	\$ 8,130.20	\$ 6,000.00	\$ 6,600.00
awarded	Manley	\$ 15,000.00	\$ 11,203.00	\$ 12,323.30
	Johnson	\$ 13,692.92	\$ 7,035.00	\$ 7,738.50
	Ortiz	\$ 11,873.60	\$ 9,336.00	\$ 10,269.60
	Brown	\$ 12,508.25	\$ 8,247.00	\$ 9,071.70
	Hardy	\$ 14,991.50	\$ 13,969.00	\$ 15,000.00
awarded	Earle	\$ 14,977.00	\$ 10,832.00	\$ 11,915.20
	Windham	\$ 14,638.00	\$ 13,863.00	\$ 15,000.00

Mr. Harry Jivers
January 31, 2005
Page Two

It was noted at that time that there was a strong probability of getting a contractor for up to four of the units. The other four units would most probably have to be bidden-out to the lowest bidder. I agreed to forward a copy of a bid package to assist you with expediting the process.

On Monday, January 24th, we received notice from your office informing us that none of the contractors that you contacted were willing to take on the projects even after the ten percent (10%) increase. The Corporation requested that we provide you with the names of contractors that the Authority had worked with in the midlands. We forwarded that information to you as well as the names of current/previous midlands award recipients in an effort to assist you with locating a contractor. Finally, we forwarded a listing of all licensed contractors in the midlands so that you could contact them regarding contracting opportunities.

In an effort to further assist you, Nancy Fairley and myself met with you and your staff at your office on January 27th. During that meeting we discussed several things. First we reviewed the information that was faxed to you regarding the names of a few contractors that we have worked with previously, the names of two HTF nonprofit providers in the midlands area, and the full listing of licensed contractors in the midlands area. Secondly, we discussed the need for the Corporation to either negotiate the bids received from current contractors or bid-out the eight approved houses so that rehabilitation could commence as soon as possible. Remember that all eight houses are already approved based on the figures indicated on the previous page. The Authority has already provided the public body estimates from which the Corporation can use to help determine cost reasonableness. Additionally, aesthetic items as well as any non-structural or code-related items may be deleted from the work write-up as a part of your negotiations. Third, we agreed that you would attempt to negotiate with your contractors on the Manley house and let us know the results. Nancy Fairley will now serve as your contact and will assist with concerns should the Corporation have any. Nancy's telephone number is 896-9343. Lastly, the Corporation will not be required to request an extension to its implementation schedule as the Authority is already aware of the reasons for the delay. In addition as we look toward the future, the Authority will have its Inspector work with you one-on-one to review the next set of houses at your request and convenience.

It is our belief that by working closely together, we will overcome this "bump in the road" shortly and move towards the completion of the award. Please contact me at 896-9292 if you have any additional issues or concerns.

Sincerely,



Valarie M. Williams
Housing Development Director



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

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Chairman

Eugene A. Laurent
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January 31, 2005

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Brookland W. Columbia Community
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P.O. Box 2454
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Mr. Harry Jivers
January 31, 2005
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Housing Development Director



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January 31, 2005

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Mr. Harry Jivers
January 31, 2005
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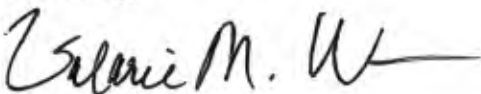
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Sincerely,



Valarie M. Williams
Housing Development Director



Brookland West-Columbia Community & Housing Development Corporation

January 7, 2005

Rev. Charles B. Jackson, Sr.
Founder

Board Officers

Harry Jivers, Jr.
President
Donald Jackson
Treasurer
Paulette Edwards
Secretary

Board Members

Rosemounda "Peggy" Butler
Mathias Chaplin
Dale Collier
Rudine Davis
Deborah M. Dawson
Lette Folks
Rev. James A. Jamison
Michael Powe

Mr. Eugene A. Laurent
Executive Director
South Carolina State Housing
Finance and Development Authority
300-C Outlet Pointe Blvd
Columbia, SC 29210

Dear Mr. Laurent:

I have been authorized by the Board of Directors of the Brookland West Columbia Community & Housing Development Corporation to write to you about matters of deep concern to us in regard to our relationship with State Housing to date. In a letter dated May 11, 2004, the Brookland West Columbia Community & Housing Development Corporation was approved for the state housing agency's Trust Fund programs and in a letter dated May 13, 2004 it was approved as a CHDO. These two approvals marked a significant milestone for this organization, as the provision of quality housing for low to moderate income persons is a major component of the organization's mission. For this reason, we immediately set about implementing the processes associated with the SC state housing agency's owner occupied and emergency rehab programs. Our strategy for this new organization's entry into this arena entailed mastery of these two programs before taking steps to implement other, more complex housing projects.

We recognized that our limited experience would contribute to a longer than usual learning curve. Therefore, we were very deliberate in taking steps to address this deficit and reduce its adverse effects on costs associated with implementing a new program. First, we ensured that our staff as well as members of the Board of Directors participated in every opportunity for training provided by state housing, as well as in conferences, and workshops sponsored by associations that have the provision of housing for low to moderate income people as a key objective.

RECEIVED
JAN 10 2004

EXECUTIVE DIRECTOR

At the outset, we secured the services of an experienced organization that was already a state housing nonprofit partner to specifically provide training for our staff on the Owner-occupied and Emergency repair programs. State housing staff approved our selection of this trainer. Additionally, we made numerous visits to sites where housing projects have been built utilizing state housing funds in combination with other resources, and, finally, we secured the services of an experienced, highly regarded housing consultant (The Barner Group) to guide us through the more complex processes.

Our efforts to become knowledgeable about the affordable housing arena were reinforced by the assignment of two full time staff persons to the day to day administration of these programs which included regular contact with state housing staff. We cannot conceive of anything else that we could possibly have done to demonstrate our commitment to operating these programs with the highest possible standards. As a matter of fact, we went beyond state housing requirements by ensuring that policies and procedures related to the hiring of contractors to perform the work on approved houses was conducted in a nondiscriminatory manner and with maximum potential to ensure that fully qualified persons would be hired. Our consultant, MRS Consulting, was in direct contact with state housing staff as we went through the process of developing these policies.

We are citing the considerable investment that this organization made to ensure that we would become a viable, capable partner with state housing in carrying out its mandate under Act No. 500 (June 22, 1971) and subsequent Acts Nos. 76 of 1977, 538 of 1988 and 57 of 1988, because we share a primary interest in persons who are classified as the Beneficiary Classes designated by these laws. Our work with state housing was viewed as a potentially powerful collaboration to achieve a major component of our goals relative to the low income communities that are our target service areas.

Our confidence in this vision, however, has been sorely tested over the past seven months and we are interested in seeing how the relationship with state housing can be improved. We are keenly aware that we are only one of many community-based organizations throughout the state that participate in state housing programs and we want to make it quite clear that we, in no way, are including them in our concerns. These concerns only relate to our experience. So, if the problems rest with us, we want to know this so that we can take corrective steps. The penalty for continuing to operate ineffectively is much too costly.

The following statements represent our attempt to summarize the major concerns of our organization relative to this relationship:

- State Housing policies are changed abruptly.
- Conflicting answers to the same question about State Housing programs are often given when presented to different staff members.

- State Housing places requirements on community-based organizations that incur costs yet no responsibility seems to be borne by State Housing to expedite the processes that would enable organizations to draw down the earned development fees for the work that must be performed.
- Significant delays occur between the request for decisions and when they are made.
- Materials that are submitted to the agency at one point in time in the process have to be resubmitted.
- Standards that apparently exist for the assessment of houses are apparently known to only one person, the inspector. Consequently, organizations and the assessors are left to submit "educated guesses" about what they think are the correct answers. When they miss the answer, work cannot be started on houses that have already been approved. Even the assessor that was provided by the State Housing inspector was not able to provide the figures that were acceptable to this individual. This is an almost impossible situation. Additionally, the delays create difficulties for organizations in the communities in which they are trying to carry out these services. People who live in devastating housing conditions should not have to wait for months on end due to technical issues that could be easily resolved with guidelines.

We can provide specific examples of these concerns upon request. We are certain that you will see that these problems, if verifiable as we have indicated they are, can prove to be quite costly to a community based organization that is trying to assist with your mandate and meet critical needs in communities throughout South Carolina. Moreover, the delays have placed us in a very poor light in the eyes of people in the community that we are trying to help. People who were informed months ago that their house had been approved for repair work have had to endure some of the coldest days of 2004. For the majority of the time since we were notified of approval, we have only been able to respond to their pleas with the weakest assurances that matters were moving along. Many times we were not so sure about this purported progress as we conveyed to people who, in many cases, are desperate for help.

We are providing a copy of this letter to the members of your Board of Commissioners because we genuinely feel that these problems need to be addressed at the highest levels of the organization. They are systemic and cannot be adequately addressed on a case by case basis. We hope that you will appreciate that our goal is one of ensuring that programs that are so critical to so many needy people in our state can be handled with greater efficiency than we experienced in 2004.

Sincerely,



Harry Jivers, Jr.
President

cc: Charles I. Small, Chairman
Clente Flemming, Vice Chairman
Eddie C. Bines
Chris Fraser
Frances B. Gilbert
Samuel Wilson Howell IV
Brenda L. Martin
Robert Mickle
Carlisle Roberts, Jr.

FAX COVER SHEET



**S. C. HOUSE OF REPRESENTATIVES
WORD PROCESSING CENTER
FAX # (803) 734-9947
OFFICE #(803) 734-2938**

DATE: January 26, 2005

TO: Mr. Don Hinson
SC Housing Finance & Devel. Authority

FROM: Rep. Alex Harvin III

FAX NUMBER: 803-253-6890

PHONE NUMBER:

PAGES: 3 (including this one)

MESSAGE:

**IF YOU DO NOT RECEIVE ALL OF THE SHEETS INDICATED, PLEASE
CONTACT THE WORD PROCESSING CENTER**

jhm/fax

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P.O. BOX 11867

Columbia 29211

(803) 734-3135

C. ALEX HARVIN III
DISTRICT 64WAYS & MEANS COMMITTEE
RANKING MEMBER
MAJORITY LEADER EMERITUSHOME ADDRESS
POST OFFICE BOX 266
SUMMERTON, SC 29148
(803) 485-8687
(803) 485-8707 FAX

January 26, 2005

FAX 803-253-6890**Mr. Don Hinson, Director****SC Housing Finance and Development Authority****Re: Mr. Ken Harvin, Scott's Branch 76 Foundation, Community Development
Corporation, Post Office Box 82, Summerton, SC 29148****Dear Don:**

I have enclosed a self-explanatory letter from the Scott's Branch 76 Foundation. They are a fine group that works to help us deal with the problems and issues in our community. If at all possible, I would appreciate your making sure that their needs are met, that they receive the funds they are requesting and any additional help needed to make sure this project becomes a reality.

If there is anything I can do to provide further information concerning this project, please let me know.

With warm personal regards, I am

Most sincerely,

Alex Harvin III
The Majority Leader Emeritus

AHIII/jhm/January-26-05-2

Enclosure

Scott's Branch 76 Foundation Community Development Corporation
P.O. Box 82
Summerton, South Carolina 29148

RECEIVED

JAN 20 2005

HOUSING TRUST FUND

January 13, 2005

Ms. Valarie M. Williams
South Carolina State Housing Finance &
Development Authority
300 C Outlet Pointe Blvd
Columbia, SC 29210

RE: Land Acquisition Refund

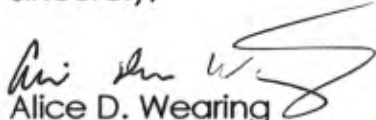
The Scott's Branch 76 Foundation is in receipt of your letter dated January 11, 2005 regarding the authority request to refund \$76,500.

We are currently working to raise the funds necessary to resolve this matter and believe we can have the authority \$76,500 return by late summer. This would mean seeking loans from the private sector because we currently do not have \$76,500 available. However, the board of director's ask that your agency continue to be patient with us as we work through this difficult time.

We want you and your staff to know that we truly regret what has occurred and we will resolve this matter as soon as possible. We believe in the mission of your agency and truly recognize the work that is needed in rural communities to provide decent and affordable housing. Thus, we want to ensure you that we are not resting until we can comply with your request.

Thank you very much for your continue cooperation in this matter. I can be reach at 803.485.2001.

Sincerely,



Alice D. Wearing
Executive Director
ADW:kh

Scott's Branch 76 Foundation Community Development Corporation
P.O. Box 82
Summerton, South Carolina 29148

January 13, 2005

The Honorable Representative Alex Harvin III
310C Blatt Bldg
Columbia, SC 29211
FAX 803.485.8707

Dear Alex,

Per our conversation regarding the South Carolina State Housing Finance and Development Authority request to refund \$76,500 for a land acquisition grant awarded to the Scott's Branch 76 Foundation in July of 2000.

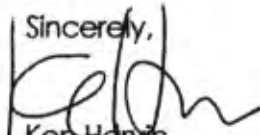
The authority has requested that the Scott's Branch 76 Foundation repay \$76,500 because we were unable to build houses on the 13.57 acres of land purchased located in the Town limits of Summerton (Hill Street) according to proposal timeline. Our inability to build houses as outline in the grant was due to the Town of Summerton lack of infrastructure capacity (water and sewage). Thus, prohibiting us to build as planned.

However, we are currently working to raise the funds to comply with there request because we do not have the funds available we are asking that they continue to work with us through this difficult time.

Nevertheless, we believe in the mission of the housing authority and truly recognize the need for decent and affordable housing in Clarendon County. Thus, we will work hard to resolve this matter as soon as possible.

We thank you for assisting in this matter. If I could provide any additional information please contact me at 803.485.2001.

Sincerely,



Ken Harvin
Program Director
KH:kh



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 18, 2005

Ms. Alice D. Wearing
Executive Director, Scott's Branch '76 Foundation CDC
P.O. Box 82
Summerton, SC 29148

RE: Project # 18500
Hill Street – Land Acquisition

Dear Ms. Wearing:

Thank you for your letter dated January 13, 2005. The South Carolina State Housing Finance and Development Authority has decided to grant Scott's Branch 76 Foundation's request to repay the \$76,500 due back to the Housing Trust Fund until late summer. The Authority also regrets that the Hill Street project ran into many roadblocks that resulted in untimely and costly delays which could not be overcome.

The Authority will expect to receive a cashier's check made payable to the SC State Housing Finance and Development Authority in the amount of \$76,500.00 by Wednesday, August 31, 2005.

Contact Nancy Fairley at (803) 896-9343 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Valarie M. Williams", is written over the typed name.

Valarie M. Williams
Housing Development Director

Craddock, Ann 6-9005

From: Roperrella55@aol.com
nt: Friday, January 21, 2005 10:04 AM
To: Laurent, Andy 6-9006
Subject: Needs To Relocate! Please Help

Ed handling

Hello my name is Rella Figueroa was born in SC leaving present in Colorado. Am disable and dying of chronic illiness. Would like to live my finally time in my home state. Please can you assist me with an application for any of your apartments for disable people. Or tell me how I may apply for one. I'm looking in the Columbia area or Irmo. Please help me. Thank you dearly my email address is Roperrella55@aol.com

Ed
respondent

Dear Ms. Figueroa:

Thank you for visiting our website. We do not maintain a listing of apartments specifically for the disabled. Our agency administers the Rental Assistance program <http://www.sha.state.sc.us/Programs/Rental/Section8-8.html>, on behalf of HUD, in the counties of the state where there are no public housing authorities. You inquired about the Irmo area and that is in Lexington, one of our counties. If you are on Rental Assistance in your area, you can transfer your voucher to Lexington county. You can contact our office about this process by calling toll free (1-866-701-0314) from 9am to Noon and 2 pm -4 pm on any Wednesday.

We also try to maintain a list of available affordable and assisted rental housing in South Carolina. It is searchable by city or county. Many of these complexes set rents in accordance with a family's income. Here is the link: <http://www.sha.state.sc.us/rentalinventory/defaultRI.asp>. I hope this helps.

The Columbia Housing Authority serves the Richland county area. Unfortunately, they do not have a toll free phone number. They can be reached at (1-803-254-3886). They can give you a better idea of what is available under their programs.

I hope this information will be of help. Please feel free to call me for any additional information.

Eugene A. Laurent, Ph.D
Executive Director
South Carolina State Housing Authority



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 21, 2005

The Honorable Linda H. Short
Senate of South Carolina
120 West End Street
Chester, South Carolina 29706

Dear Senator Short:

You recently contacted our Agency seeking information regarding grants and other sources of funding for non-profit organizations. It has come to my attention that instead of a concise, relevant response to your request, you were sent a file of information encompassing all of the programs offered by the South Carolina State Housing Finance & Development Authority. Please accept my apologies for this lapse. Although I do hope you found the information helpful, I have included below a brief synopsis of our programs as they relate to non-profit organizations.

Many of our programs are designed to be used exclusively by non-profit organizations and units of local government. There are a variety of activities that non-profits can sponsor, and receive funding for, under this program. For non-profits, most of the funding is made in the form of a grant or forgivable loan, and the beneficiary of the funding must meet certain income guidelines. The eligible activities include:

- **Emergency Repairs**

Non-profits can sponsor families or individuals whose dwellings are in such a state of disrepair that they are unlivable. Applications for this activity are accepted and funded on an "as-requested" basis.

- **Owner-Occupied Rehabilitation**

For dwellings requiring substantial and/or non-emergency repairs, non-profit organizations can apply for grants to help facilitate rehabilitation. Matching funds are required, and the amounts vary depending on the funding source and project size. Applications are accepted and reviewed on a quarterly cycle.

- **Home Ownership/New Construction**

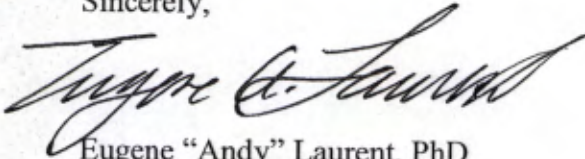
Non-profit organizations can sponsor families to become new homeowners, and can receive funding to help offset the down payment and closing costs, as well as some construction and development costs. Again, some level of matching funds is required, and applications are accepted on a quarterly cycle.

- **Shelters/Multi-Family Rental/Group Homes**

Non-profit organizations that are developing shelters, multi-family rental units, or group homes have a variety of funding sources that can be applied for at the Authority. The "best" funding source depends largely on the size of the project, and the target population. The Authority staff can assist an organization in choosing the most appropriate funding source.

This information is simply a high-level overview of the different activities funded by the Authority through our non-profit housing partners. If you need more information, or for us to contact a particular non-profit organization to offer assistance, please do not hesitate to contact me at 803/896-9006 or Matt Rivers at 803/896-8774.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene A. Laurent".

Eugene "Andy" Laurent, PhD
Executive Director

cc: File

The Honorable Linda H. Short
Senate of South Carolina
120 West End Street
Chester, SC 29706

Craddock, Ann 6-9005

To: Brooks, Alice 6-8779; Pearson, Barbara 6-8781
Subject: request from Sen. Linda Short

could you please put together a package of things this agency offers for nonprofits - grants, etc. and send to Sen. Short at
120 West End St., Chester 29706

thx



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 14, 2005

Mr. Dolphus Smith, M. Div.
SC Department of Mental Health
PO Box 2506
Spartanburg, SC 29304

Dear Mr. Smith:

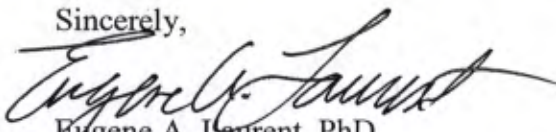
I am responding to the inquiry that Senator Glenn G. Reese forwarded to me regarding Ms. Sandra Jones of Spartanburg County.

In July 2003 when Ms. Jones was placed on the waiting list, there was a ten to fourteen month wait. The waiting period is based on the HUD budget and the number of participants that leave the program. Since July 2003, the HUD budget has been decreased thus increasing the length of time a person remains on the waiting list.

During a periodic purge of waiting lists as required by HUD, Ms. Jones received a letter stating that she had been removed from the waiting list. This letter was mailed in error and we apologize for any concern or inconvenience caused Ms. Jones. Be assured that Ms. Jones remains on the Section 8 waiting list for Spartanburg County.

The State Housing Authority is the only housing authority in South Carolina that places persons with disabilities, the elderly, or veterans in a preferred category to receive housing. Unfortunately, there are a number of individuals ahead of Ms. Jones on the waiting list, but we will notify her when housing becomes available.

Sincerely,


Eugene A. Laurent, PhD
Executive Director

cc: Honorable Glenn G. Reese
Ms. Sandra Jones



South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831
www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 14, 2005

Mr. Dolphus Smith, M. Div.
SC Department of Mental Health
PO Box 2506
Spartanburg, SC 29304

Dear Mr. Smith:

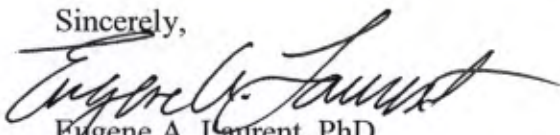
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Sincerely,


Eugene A. Laurent, PhD
Executive Director

cc: Honorable Glenn G. Reese
Ms. Sandra Jones

LENN G. REESE
SENATOR, SPARTANBURG COUNTY
SENATORIAL DISTRICT NO. 11

SENATE ADDRESS:
P. O. BOX 142
502 GRESSETTE SENATE OFFICE BLDG.
COLUMBIA, SC 29202
(803) 212-6108
E-MAIL: GR@SCSENATE.ORG

HOME ADDRESS:
507 FAGAN DRIVE
LAKE BOWEN
INMAN, SC 29349-7000
(864) 592-2984 HOME
(864) 585-1956 OFFICE

E-MAIL: REESE@CHARTER.NET




cc: Barbara

COMMITTEES:
BANKING AND INSURANCE
ETHICS
FINANCE
INVITATIONS
LABOR, COMMERCE AND INDUSTRY
RULES

MEMORANDUM

TO: Eugene A. Laurent, Ph.D., Executive Director
S.C. Housing Finance & Development Authority

FROM:  Glenn G. Reese

DATE: January 12, 2005

RE: Housing Authority Application for Sandra A. Jones

I have been contacted once again by Dolphus Smith on behalf of Sandra Jones regarding her application for Section 8 housing. I would appreciate it if you would have a member of your staff check into her application and determine what can be done to assist her with this matter. Mr. Smith indicated to me that Ms. Jones applied back in 2003 and now they have placed her back on the top of the list because she was removed from the list. They do not understand why this happened and Ms. Jones should have never be removed from the original list. Your prompt attention to this request will be greatly appreciated.

Enclosure

GGR\ks

c: Dolphus Smith, M.Div.
Sandra Jones

RECEIVED
JAN 13 2005
EXECUTIVE DIRECTOR

SC State Housing Finance and Development Authority
Section 8 Voucher Program Waiting List
919 Bluff Road, Columbia, SC 29201
803-734-2350 Fax: 803-253-6899

Wed - only

8-12
2-4 12+0
15 months

Received on this DATE July 09, 2003
She was told that it only takes
10-14 months *Walter Smith* *HO-C*

SANDRA A JONES
305 WILLOW OAK DR

SPARTANBURG, SC 29301

You have applied for the Section 8 Voucher program and have been placed on the Waiting List. Please read this letter and the enclosed documents carefully.

- If the Household Information is correct, keep a copy of this letter and these forms for your records.
- If any of the Household Information is incorrect or incomplete, please call me, Lynda Rickenbacker, to correct the errors. You must make corrections within 30 days of the date of this letter.

Household Information provided by you:

SANDRA A JONES

Password 1248

SSN 247-90-2784

DOB 12/09/1948 Sex F

Black, Not Hispanic

Mailing

305 WILLOW OAK DR
SPARTANBURG, SC 29301

864-573-9991

Street

305 WILLOW OAK DR
SPARTANBURG, SC 29301

of Household members 4

Estimated Annual Income \$ 6,636.00

Waiting List Preference DISABLE

We currently anticipate it will take from 10 to 14 months for you to reach the top of the Waiting List. The actual time you must wait is based on the HUD budget and the number of participants that leave the program.

Whenever you call concerning your application, you will be asked your Name, your Social Security # and your Password. The password you selected is:

1248

Please do not forget your password, disclose it to others or lose this letter.

If your mailing address changes, for any reason, please call me with your new address. If we do not have your correct mailing address, you may be removed from the Waiting List.

Remember, you should carefully read all of the documents enclosed. If any household information is incorrect, please call me within 30 days. After 30 days, errors on your application may result in you being removed from the Waiting List.

Sincerely,

Lynda Rickenbacker
Waiting List Coordinator

If you are disabled and require a specific accommodation to fully contact the Authority at the address above. Verification of disability for a Telecommunications Device for the Deaf (TDD), please call

Victory Counseling Services

Dolphus Smith, M.Div.

Licensed Professional Counselor

SC Dept. of Mental Health, Clinical Chaplain Retired

187 North Church St. Suite 405

Montgomery Building

P.O. Box 2506 • Spartanburg, SC 29304

• Phone (864) 266-6688



We Are Concerned About You - Let's Talk!

SC State Housing Finance and Development Authority

Voucher Program-Waiting List
300-C Outlet Pointe Blvd.
Columbia, SC 29210

THIS IS NOT AN OFFER OF RENTAL ASSISTANCE

Your name has been removed from the Section 8 Waiting List. To be reinstated, you must respond by January 20, 2005.

January 4, 2005

SANDRA JONES
781 BALTIMORE ST
SPARTANBURG, SC 29301

*Why?
She Filled Original Copy
and Sent back.
hls
1-10/05*

The SC State Housing Authority Section 8 waiting list is currently being updated. You must complete the information below and return this letter by Thursday, January 20, 2005 to be reinstated to the Section 8 waiting list.

Send to: **Voucher Program-Waiting List
300-C Outlet Pointe Blvd.
Columbia, SC 29210**

All questions must be answered and all information must be complete to insure continued and correct placement on the Section 8 Waiting List.

Part I. List the following information in the space provided below: Please print neatly.

Legal Name of Head of Household (Last Name, First Name, MI)	Social Security Number	Area Code and Phone number	
		()	
Mailing Address: Street Address and Apartment #	City	State	Zip Code

Part II. Answer the following questions: (circle one)

Are you or your spouse age 62 or older?	Yes	No	
Are you or your spouse disabled?	Yes	No	
Are you or your spouse a veteran or are you the surviving spouse of a veteran?	Yes	No	
Has any household member been convicted of a drug related or violent criminal offense?	Yes	No	When _____
Are you required to register on the Sex Offenders Registry?	Yes	No	When _____
Has any household member been evicted from any Public Housing or Assisted Housing?	Yes	No	When _____
Does any household member owe money to any Housing Authority?	Yes	No	Where _____

I certify, under penalty of perjury, that the above information is complete and correct as of this date.

Date: _____

Signature: _____
Head of Household

If you are **disabled** and require a reasonable accommodation to, please request it in writing to:
Voucher Program - Customer Service, 300-C Outlet Pointe Blvd, Columbia, SC 29210.
For the Hearing/Speech impaired using a Tele-communications Device for the Deaf -TDD (803) 896-8831.

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Mr. Dolphus Smith, M. Div.
SC Department of Mental Health
PO Box 2506
Spartanburg, SC 299304

Dear Mr. Smith:

I am responding to the inquiry of Senator Glenn G. Reese of Spartanburg forwarded to this office regarding Ms. Sandra Jones of Spartanburg County.

At the time the letter was mailed to Ms. Jones, it was based on the best information we had at the time. Since that time, the HUD budget has been decreased thus increasing the length of time a person remains on the waiting list.

Although we are required by HUD to periodically purge our waiting lists, the letter received by Ms. Jones stating that she has been removed from the waiting list was mailed in error. We apologize for any inconvenience. Ms. Jones has never been removed from the waiting list and is now 87 on the list for Spartanburg County.

The State Housing Authority is the only housing authority in South Carolina that places persons with disabilities, the elderly, or veterans in a preferred category to receive housing. We work very hard to help these persons and we are sorry we have not been able to help Ms. Jones earlier. As I stated, she still remains on the waiting list and she will be notified when housing becomes available.

Sincerely,

Eugene A. Laurent, PhD
Executive Director

cc: Honorable Glenn G. Reese

Scott's Branch 76 Foundation Community Development Corporation
P.O. Box 82
Summerton, South Carolina 29148

RECEIVED

JAN 20 2005

HOUSING TRUST FUND

January 13, 2005

Ms. Valarie M. Williams
South Carolina State Housing Finance &
Development Authority
300 C Outlet Pointe Blvd
Columbia, SC 29210

RE: Land Acquisition Refund

The Scott's Branch 76 Foundation is in receipt of your letter dated January 11, 2005 regarding the authority request to refund \$76,500.

We are currently working to raise the funds necessary to resolve this matter and believe we can have the authority \$76,500 return by late summer. This would mean seeking loans from the private sector because we currently do not have \$76,500 available. However, the board of director's ask that your agency continue to be patient with us as we work through this difficult time.

We want you and your staff to know that we truly regret what has occurred and we will resolve this matter as soon as possible. We believe in the mission of your agency and truly recognize the work that is needed in rural communities to provide decent and affordable housing. Thus, we want to ensure you that we are not resting until we can comply with your request.

Thank you very much for your continue cooperation in this matter. I can be reach at 803.485.2001.

Sincerely,



Alice D. Wearing
Executive Director
ADW:kh

cc: legal

BOOTH LAW FIRM, LLC**WILLIAM E. BOOTH III**1415 RICHLAND STREET, COLUMBIA, SC 29201
POST OFFICE BOX 906 (29202)

January 12, 2005

ORIGINAL VIA FACSIMILE (896-8583)Laura Nicholson
S.C. State Housing Finance & Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210Re: Glenwood Falls LP – Request Under Freedom of Information Act
(Our File No. 4117.0343)

Dear Laura:

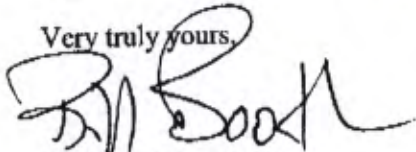
This is a Freedom of Information Act request for copies of documentation within the files of the Housing Authority. I need any and all documentation to and from, including emails, involving the following entities relative to the Glenwood Falls Apartments project since August 1, 2004:

1. Glenwood Falls, LP
2. Stearns Bank National Association
3. Housing Consultants, Inc.
4. Volunteers of America of the Carolinas, Inc.
5. Glenwood Falls Apartments, LLC
6. Randall F. Aldridge
7. Staff of the Housing Authority
8. Any attorneys or consultants representing parties 1-6

As you know, I already have a copy of the Placed in Service Application, so I am looking for any other documentation that has been filed.

If you have any questions on this, please let me know.

Very truly yours,



William E. Booth III

WEBIII/eje

C: Mr. David Cox (Via Facsimile)

RECEIVED

JAN 12 2005

EXECUTIVE DIRECTOR

4117.0343.027.DOC

VOICE: (803) 343-2895 ■ E-MAIL: BOOTHLAW@BELLSOUTH.NET ■ FAX: (803) 343-2812
WEBSITE: WWW.WBOOTH-LAW.COM



sd

11011 McCormick Road
Hunt Valley, MD 21031

800.787.7575 x2709
FAX 301.652.5942

January 7, 2005

Mr. Eugene Laurent
Executive Director
South Carolina State Housing Finance and Development Authority
919 Bluff Road
Columbia, SC 29201-0000

Re: EMG Real Estate Due Diligence Services; Follow-up to NCHSA Conference

Dear Mr. Laurent:

This letter is a follow-up to the NCSHA Conference held October 17th through October 19th in Chicago, IL. It was great to see some of our long-time clients and make some new contacts at this conference.

EMG is a national architectural, engineering, and environmental consulting firm with outstanding credentials in multifamily and HUD programs. Our technical staff consists of over 150 licensed architects, engineers, and environmental professionals located nationwide. EMG provides the following services:

- Physical Needs Assessments
- Phase I & Phase II Environmental Site Assessment
- Architectural Plan and Cost Review (new construction and rehab)
- Asbestos and Lead-Based Paint testing

EMG has current contracts with over 30 Housing Finance Agencies and Public Housing Authorities, performing over 2,000 projects per month.

Please visit our website at www.emgcorp.com for additional information on EMG and current articles of interest and other hot topics.

Please contact us to let us know how we can help you on your next project.

Sincerely,
EMG

Matthew S. Munter, P.E.
Senior Vice President

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JAN 11 2005
EXECUTIVE DIRECTOR



Brookland West-Columbia Community & Housing Development Corporation

January 7, 2005

Rev. Charles B. Jackson, Sr.
Founder

Board Officers

Harry Jivers, Jr.
President
Donald Jackson
Treasurer
Paulette Edwards
Secretary

Board Members

Rosemounda "Peggy" Butler

Mathias Chaplin

Dale Collier

Rudine Davis

Deborah M. Dawson

Atte Folks

Rev. James A. Jamison

Michael Powe

Mr. Eugene A. Laurent
Executive Director
South Carolina State Housing
Finance and Development Authority
300-C Outlet Pointe Blvd
Columbia, SC 29210

Dear Mr. Laurent:

I have been authorized by the Board of Directors of the Brookland West Columbia Community & Housing Development Corporation to write to you about matters of deep concern to us in regard to our relationship with State Housing to date. In a letter dated May 11, 2004, the Brookland West Columbia Community & Housing Development Corporation was approved for the state housing agency's Trust Fund programs and in a letter dated May 13, 2004 it was approved as a CHDO. These two approvals marked a significant milestone for this organization, as the provision of quality housing for low to moderate income persons is a major component of the organization's mission. For this reason, we immediately set about implementing the processes associated with the SC state housing agency's owner occupied and emergency rehab programs. Our strategy for this new organization's entry into this arena entailed mastery of these two programs before taking steps to implement other, more complex housing projects.

We recognized that our limited experience would contribute to a longer than usual learning curve. Therefore, we were very deliberate in taking steps to address this deficit and reduce its adverse effects on costs associated with implementing a new program. First, we ensured that our staff as well as members of the Board of Directors participated in every opportunity for training provided by state housing, as well as in conferences, and workshops sponsored by associations that have the provision of housing for low to moderate income people as a key objective.

RECEIVED

JAN 10 2004

EXECUTIVE DIRECTOR

At the outset, we secured the services of an experienced organization that was already a state housing nonprofit partner to specifically provide training for our staff on the Owner-occupied and Emergency repair programs. State housing staff approved our selection of this trainer. Additionally, we made numerous visits to sites where housing projects have been built utilizing state housing funds in combination with other resources, and, finally, we secured the services of an experienced, highly regarded housing consultant (The Barner Group) to guide us through the more complex processes.

Our efforts to become knowledgeable about the affordable housing arena were reinforced by the assignment of two full time staff persons to the day to day administration of these programs which included regular contact with state housing staff. We cannot conceive of anything else that we could possibly have done to demonstrate our commitment to operating these programs with the highest possible standards. As a matter of fact, we went beyond state housing requirements by ensuring that policies and procedures related to the hiring of contractors to perform the work on approved houses was conducted in a nondiscriminatory manner and with maximum potential to ensure that fully qualified persons would be hired. Our consultant, MRS Consulting, was in direct contact with state housing staff as we went through the process of developing these policies.

We are citing the considerable investment that this organization made to ensure that we would become a viable, capable partner with state housing in carrying out its mandate under Act No. 500 (June 22, 1971) and subsequent Acts Nos. 76 of 1977, 538 of 1988 and 57 of 1988, because we share a primary interest in persons who are classified as the Beneficiary Classes designated by these laws. Our work with state housing was viewed as a potentially powerful collaboration to achieve a major component of our goals relative to the low income communities that are our target service areas.

Our confidence in this vision, however, has been sorely tested over the past seven months and we are interested in seeing how the relationship with state housing can be improved. We are keenly aware that we are only one of many community-based organizations throughout the state that participate in state housing programs and we want to make it quite clear that we, in no way, are including them in our concerns. These concerns only relate to our experience. So, if the problems rest with us, we want to know this so that we can take corrective steps. The penalty for continuing to operate ineffectively is much too costly.

The following statements represent our attempt to summarize the major concerns of our organization relative to this relationship:

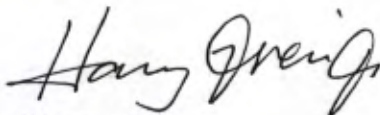
- State Housing policies are changed abruptly.
- Conflicting answers to the same question about State Housing programs are often given when presented to different staff members.

- State Housing places requirements on community-based organizations that incur costs yet no responsibility seems to be borne by State Housing to expedite the processes that would enable organizations to draw down the earned development fees for the work that must be performed.
- Significant delays occur between the request for decisions and when they are made.
- Materials that are submitted to the agency at one point in time in the process have to be resubmitted.
- Standards that apparently exist for the assessment of houses are apparently known to only one person, the inspector. Consequently, organizations and the assessors are left to submit "educated guesses" about what they think are the correct answers. When they miss the answer, work cannot be started on houses that have already been approved. Even the assessor that was provided by the State Housing inspector was not able to provide the figures that were acceptable to this individual. This is an almost impossible situation. Additionally, the delays create difficulties for organizations in the communities in which they are trying to carry out these services. People who live in devastating housing conditions should not have to wait for months on end due to technical issues that could be easily resolved with guidelines.

We can provide specific examples of these concerns upon request. We are certain that you will see that these problems, if verifiable as we have indicated they are, can prove to be quite costly to a community based organization that is trying to assist with your mandate and meet critical needs in communities throughout South Carolina. Moreover, the delays have placed us in a very poor light in the eyes of people in the community that we are trying to help. People who were informed months ago that their house had been approved for repair work have had to endure some of the coldest days of 2004. For the majority of the time since we were notified of approval, we have only been able to respond to their pleas with the weakest assurances that matters were moving along. Many times we were not so sure about this purported progress as we conveyed to people who, in many cases, are desperate for help.

We are providing a copy of this letter to the members of your Board of Commissioners because we genuinely feel that these problems need to be addressed at the highest levels of the organization. They are systemic and cannot be adequately addressed on a case by case basis. We hope that you will appreciate that our goal is one of ensuring that programs that are so critical to so many needy people in our state can be handled with greater efficiency than we experienced in 2004.

Sincerely,



Harry Jivers, Jr.
President

cc: Charles I. Small, Chairman
Clente Flemming, Vice Chairman
Eddie C. Bines
Chris Fraser
Frances B. Gilbert
Samuel Wilson Howell IV
Brenda L. Martin
Robert Mickle
Carlisle Roberts, Jr.



South Carolina State Housing Finance and Development Authority

300-C Outlet Pointe Blvd., Columbia, South Carolina 29210

Telephone: (803) 896-9001 TTY: (803) 896-8831

www.schousing.com

Charles I. Small
Chairman

Eugene A. Laurent
Executive Director

January 4, 2005

Honorable Mark Sanford
Governor
State House
Columbia, South Carolina 29201

Dear Governor Sanford:

I have received your correspondence from a concerned citizen in Sumter regarding Rental Assistance Section 8 housing. Since Sumter County is not one of the counties serviced by the South Carolina State Housing Authority's Rental Assistance Section 8 program, I am forwarding your letter and the accompanying attachments to Ms. Donna Lamer, Executive Director of the Sumter Housing Authority, for review.

Please contact me if you require additional assistance.

Sincerely,

A handwritten signature in black ink that reads "Eugene A. Laurent". The signature is fluid and cursive.

Eugene A. Laurent, PhD
Executive Director

CC: Ms. Donna Lamer, Executive Director
Sumter Housing Authority
PO Box 1030,
Sumter, SC 29151
Telephone: (803) 775-2051, ext. 311



Alvin / Barbara

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

December 17, 2004

Dr. Eugene A. Laurent, Executive Director
South Carolina State Housing Finance & Development Authority
300-C Outlet Point Boulevard
Columbia, South Carolina 29210

Dear Andy,

I have received the enclosed correspondence from a concerned citizen of Sumter regarding Section 8 housing managed by Riley and Associates. Any intervention your office could provide would be greatly appreciated. Thanks for your help and take care.

Sincerely,

A handwritten signature in black ink, appearing to be "Mark Sanford".

Mark Sanford

MS/eb

Enclosure

RECEIVED

DEC 31 2004

EXECUTIVE DIRECTOR

December 10, 2004

Governor Mark Sanford
Office of the Governor
P. O. Box 12267
Columbia, SC 29211

418195
RECEIVED

DEC 13 2004

Referred to

Answered

Dear Governor Sanford:

I am a scared concern citizen living on the North side of Sumter South Carolina. I work eight hours a day five days a week. I pay taxes like everyone else, rake my yard and try to keep up the appearance of my home. There is a house #402 Albert Drive that is rented out by Charles Riley and Associates of 203 E. Liberty Street, Sumter, SC 29150. Every day there would be a gang of boys ages 15 to 20 hanging around this house. We have to endure the sound of gun shots day and night especially at night not just one shot but sometimes five shots at a time. You are scared because no one really knows where the bullets are going. I am afraid to come out of my house because of the gang hanging on the corner watching your every move. A few months ago this guy came into my yard threw a brick through my car window. I heard the noise when I got out side he was walking away from my vehicle. I called the police and he arrived twenty-five minutes later with a little pad in his hand asking me what the guy looked like and did I see him at my vehicle. The man is in my yard not on the road but in my yard walking away from my truck and he want to know did I see him at my vehicle. He ran when he saw that I was on the phone calling the police. Than I found out from the rest of the neighbors that their vehicles were vandalized more than one time. This realtor Riley and Associates have a couple of empty houses in that area and they are being used as drug houses. This is a neighbor that was quiet and respectable once but now it is devastating trying to survive in that area. I found out that most of the people that are causing problems in that area is renting through Section Eight (8). I feel they need to get rid of section eight because it is just causing tax payers headaches because how can you go to work when you have been up all night scared to go to sleep because you think someone might break in on you are a stray bullet might come into your home. How can I protect my children when we have to live under such excruciating circumstances.

I had the opportunity to talk to a couple of people on Section Eight (8) and I was told that they don't have to work because Section Eight (8) will pay their rent. They can sleep all day and between Housing and Department of Social Services their bills are paid and they have food on the table and they also have other people living with them and they are not children they don't work nor do they attend school. They are up all night cars racing up and down the road three and four o'clock in the morning, guns going off and it seems no one really cares.

I would like to know can something be done because I have to work and my children have to go to school I need to get some sleep but I am afraid because of what we have to endure day in and day out. It is not fair to the citizens in that area. We pay all kind of taxes for what reason? To put people in houses rent free so they can vandalize, trespass, steal, and shoot up the neighborhood. There are more drugs running between Stark, Albert Drive, Milton Road and Carolina Avenue than in any area in South Carolina but nothing is being done about it.

I am soliciting your help in this matter before someone is accidentally shot for no apparent reason. Please help us clean up our neighborhood so our kids can have a safe place to live.

Sincerely yours,

A Concern Citizen of
Albert Drive in Sumter, South Carolina

Craddock, Ann 6-9005

From: Hutto, Richard 6-8733
Sent: Tuesday, January 04, 2005 5:03 PM
To: Craddock, Ann 6-9005
Subject: RE: Laurance Davis v Parkview Apts subpoena

Yes, Risa can give you the exact date if you need it

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

From: Craddock, Ann 6-9005
Sent: Tuesday, January 04, 2005 4:39 PM
To: Hutto, Richard 6-8733
Subject: Laurance Davis v Parkview Apts subpoena

Hi Richard.....

have we forwarded the info in the referenced matter to Ellis Johnston at Haynsworth law firm?

thx

Craddock, Ann 6-9005

From: McAllister, Deborah 6-8767
Sent: Wednesday, December 22, 2004 10:51 AM
To: Craddock, Ann 6-9005
Subject: FW: Laurance H. Davis, Jr. et al. vs Parkview Apartments, a South Carolina Limited Partnership, et al. Subpoena

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

From: Hutto, Richard 6-8733
Sent: Wednesday, December 22, 2004 10:18 AM
To: McAllister, Deborah 6-8767
Subject: RE: Laurance H. Davis, Jr. et al. vs Parkview Apartments, a South Carolina Limited Partnership, et al. Subpoena

I asked Risa to let you know when she was sending the information. She received the last piece yesterday. The arbitrary date for receiving information was set at 1/4/05. I will make sure we mail out well ahead of the deadline. I also spoke with Johnston to make sure that he had requested the same information from HUD as we are not responsible for financial components. We will forward any requests for information to legal before responding. I have no idea what additional information they may request. Johnston indicated that the lawsuit is quite convoluted and dates back to 1975. As you know our involvement with these properties began in 2000. Johnston also indicated that a trial date would be 6 months or better away and that some sort of settlement would be more probable. I will keep you posted.

Thanks
Richard

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

From: McAllister, Deborah 6-8767
Sent: Wednesday, December 22, 2004 9:32 AM
To: Hutto, Richard 6-8733
Subject: Laurance H. Davis, Jr. et al. vs Parkview Apartments, a South Carolina Limited Partnership, et al. Subpoena

Richard,

Did Ellis Johnston with Haynsworth Sinkler Boyd receive the copies of files as requested per the subpoena received December 14, 2004? If so, were they satisfied with same and/or was there any indication that they would be requesting information or testimony in future concerning this action? If you have any other paperwork from them concerning this, please send copies to me so that I will know that this case has been resolved and that the file can be closed.

Thanks,
Deborah

12/22/2004

McAllister, Deborah 6-8767

From: Locklear, Risa 6-9007
Sent: Monday, December 20, 2004 10:34 AM
To: McAllister, Deborah 6-8767
Subject: Request from Haynsworth, Sinkler, Boyd

Deborah:

We are in receipt of the request from Haynsworth Sinkler Boyd, re: Laurance H. Davis, Jr. Civil Action. We will respond to this by tomorrow, December 21, 2004.

Any questions, buzz me.

THANKS!!!

Risa

GREENVILLE

CHARLESTON

COLUMBIA

FLORENCE

**Haynsworth
Sinkler Boyd, PA.**

ATTORNEYS AND COUNSELORS AT LAW

ELLIS M. JOHNSTON, II
DIRECT DIAL NUMBER (864)240-3217
EMAIL ejohnston@hsblawfirm.com

75 BEATTIE PLACE, 11TH FLOOR (29601-2119)
POST OFFICE BOX 2048 (29602-2048)
GREENVILLE, SOUTH CAROLINA
TELEPHONE 864.240.3200
FACSIMILE 864.240.3300
www.hsblawfirm.com

December 13, 2004

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

Re: Laurance H. Davis, Jr., et al vs. Parkview Apartments, a South Carolina Limited Partnership, et al
Civil Action No. 03-CP-07-726
HSB Client/Matter No. 11471-0010

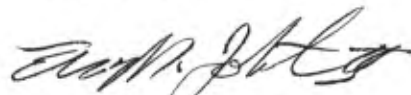
Dear Gentlemen:

Attached to this letter please find a subpoena requiring you to produce documents in connection with the above litigation. We have arbitrarily selected a time and date for the production of these documents. Please call me at the above listed telephone number in order that we might work out the details and timing of that production.

I certainly appreciate your cooperation and assistance.

With kind regards, I remain,

Very truly yours,



Ellis M. Johnston, II

EMJ/kmf
Attachments

RECEIVED

DEC 14 2004

EXECUTIVE DIRECTOR

cc: Joel Bailey
Bailey Law Firm
1001 Bay Street
Post Office Box 1437
Beaufort, South Carolina 29901-1437

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF BEAUFORT

Laurence H. Davis, Jr.;
Mary Jane R. Pike; Eva
Marie Reynolds; and
Rhoda G. Rentz,
individually and in their
capacities as the Limited
Partners of Parkview
Apartments, a South
Carolina Limited
Partnership,

Plaintiffs,

SUBPOENA IN A CIVIL CASE
Case Number: **03-CP-07-726**
Pending in Beaufort County

vs.

Parkview Apartments, a
South Carolina Limited
Partnership; Apartment
Investment and
Management Company
a/k/a AIMCO; Insignia
Financial Group, Inc.;
AmReal Corporation a/k/a
and f/k/a USS Corporation
a/k/a and f/k/a U.S.
Shelter Corporation; ISTC
Corporation; N. Barton
Tuck, Jr., and John Doe,
a generic designation for a
party or parties whose
true identity is unknown

Defendants.

TO: **South Carolina State Housing Finance and Development Authority**
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210

☐ YOU ARE COMMANDED to appear in the above named court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM:
	DATE AND TIME:

☐ YOU ARE COMMANDED to appear in the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION:	DATE AND TIME:
----------------------	----------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects): See Exhibit A.

PLACE: Haynsworth Sinkler Boyd, P.A. 75 Beattie Place, 11 th Floor Greenville, South Carolina 29601	DATE AND TIME: January 4, 2005 @ 11:00 a.m.
---	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the time specified below.

PREMISES

DATE AND TIME

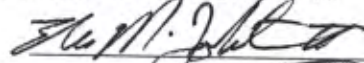
ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS SUIT IS HEREBY DIRECTED PURSUANT TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, AND SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED SHALL TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Ellis M. Johnston, II, HAYNSWORTH, SINKLER BOYD, P.A., P.O. Box 2048, Greenville, South Carolina 29602, Phone 240-3217

CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45 (c) (1) AND THAT NOTICE AS REQUIRED BY RULE 45 (b) (1) HAS BEEN GIVEN TO ALL PARTIES.

ATTORNEY FOR DEFENDANT



ISSUING OFFICER'S SIGNATURE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) DATE December 13, 2004
SCCA FORM 254 (7/93) (See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on Reverse)

DOCUMENTS TO BE PRODUCED

The documents listed below which should be produced in response to the attached subpoena shall include such documents referring or relating to the following apartment complexes:

- (a) Orleans, located at 1900 Hazelwood Drive, Charleston, South Carolina;
 - (b) Palmetto, located at Hwy. 280, #127, Burton, South Carolina;
 - (c) Parkview, located at 2500 Duke Street, Beaufort, South Carolina;
 - (d) Roosevelt I, located at Hwy. 601, North, Orangeburg, South Carolina; and,
 - (e) Roosevelt II, located at Hwy. 601, North, Orangeburg, South Carolina.
-
- 1. REAC scores for each of the above properties;
 - 2. Audited financial statements for each of the above properties;
 - 3. Annual management reviews for each of the above properties;
 - 4. Any capital needs assessments for each of the above properties;
 - 5. Any deficiency letters of any kind and any responses thereto from or to the owners of such properties;
 - 6. Any correspondence relating to proposed sales, TPAs, or other asset transfers; and,
 - 7. Any other documents relating or referring to the aforementioned documents.

Math

National Congress for
Community Economic
Development

■ ■ ■
1030 15th Street, NW, Suite 325
Washington, DC 20005
202/289-9020 Tel
202/289-7051 Fax
toll-free 1-877-44NCCED

January 3, 2005

Dear Community Development Leader:

RE: Participation in the Fifth National Community Development Census

We urgently need you to complete the enclosed confidential census questionnaire.

Every four years, NCCED asks that American community-based development organizations (CBDOs) to participate in the nation's only comprehensive census of CBDOs to obtain measurable data for the field of community economic development.

This year, answering the question, "Why do CBDOs matter?" is more important than ever:

- The White House Office of Management and Budget is reviewing the performance and impact of every federal program that invests in community revitalization!
- Leading national funders, including the Neighborhood Funders' Group, the Ford Foundation, the Fannie Mae Foundation, and the Annie E. Casey Foundation, are prioritizing their investments to focus more on performance and impact.

That is why the nation's leading community development organizations including the Enterprise Foundation, Housing Assistance Council, LISC, Neighborhood Reinvestment, have joined with NCCED to provide financial support for this census and to assemble a list of approximately 7,000 CBDOs.

You know that your work improves the quality of life for families and communities. Now, we need your help to prove it! **This is not just another survey.** This census form is of critical value to you and all CBDOs. The data we gather from this questionnaire will directly pay off with more funds being dedicated to the field of community economic development. And that means you!

Your peers in the community development movement are relying on your response to tell the story of the many ways that CBDOs make families and communities and our nation stronger.

Please respond as soon as you can. The deadline for responses is February 8, 2005. If you have any questions regarding the purpose and use of the study findings, call Kevin Kelly at 202-289-9020.

Sincerely,

John A. Schall

John Schall
President & CEO

Marva Smith Battle-Bey

Marva Smith Battle-Bey
Chairperson

RECEIVED

JAN 07 2005

EXECUTIVE DIRECTOR

