

December 1, 2015

Governor Nikki R. Haley
State House, 1st Floor
1205 Pendleton St
Columbia, SC 29201

RE: Failure to provide written documentation of requirements regarding grant program
Failure to provide copies of signed documents of work done to property
Failure to provide information or copy of lien filed in Edgefield Co Court
Failure to return phone calls, text messages for clarification of misrepresentation of grant

Dear Governor Haley,

I am a 58 year old widowed disabled female needing your assistance.

Last year 2014, I was told of an organization that made repairs on houses for the elderly and disabled based on eligibility for Edgefield County. I was given the name and phone number of Mr. Kenneth Myers. I called Mr. Myers and asked what the requirements were to be considered. He informed me that I needed a clear title of my property, proof of income and disability papers. I submitted all documents requested to Mr. Myers. He informed me that I met the necessary guidelines to receive assistance.

Later, I met again with Mr. Myers along with Mr. Genovosi Mitchell (partner) to discuss what work could be done to my home and when it would begin. I was not told how much assistance I would be receiving, nor that it would be necessary for a lien to be placed against my property. This is important information that should have been told to me, at this point. The work was completed December 2014. Once the work was completed, I was given paperwork to sign, but never received copies of the paperwork, for my records.

October 15, 2015, I applied at my local credit union for a loan to payoff outstanding debt at a lower rate. The credit union was offering a promotional rate for the month of October. I was informed by them that the best way to do this was through a home equity line of credit. They immediately started the loan process and within 2 weeks of applying I received a reporting of their progress about 2 to 3 inches thick.

October 30, 2015, the mortgage department at the credit unions called to inform me of a lien placed against my property and that they could not process my loan any further, until this was resolved. I was informed by the credit union that the lien is with the S. C. Housing Finance & Development Authority & Rural Initiatives Foundation Inc. for \$22,250.00 dollars for 20 years.

October 30, 2015, I immediately called Mr. Myers and asked him about this and he told me he needed to call me back.

October 31, 2015, I then called Mr. Genovosi Mitchell and got his voicemail. I left him a message to return my call.

November 1, 2015, Mr. Mitchell called me back and I told him about the lien that had been placed against my property. He responded by saying that "I was not supposed to have a lien".

November 5, 2015, I went to the Edgefield County Courthouse and had my file pulled and documents printed. (see attached document) It was at this time that I learned that documents were filed in December 2014 with the Edgefield County Clerk's Office. I was never informed of this filing by Mr. Myers. He withheld this information from me and filed this lien without my knowledge or understanding of the need for him to do so.

November 9, 2015, I went back to the courthouse and spoke with the probate judge concerning this matter. I wanted to get a better understanding of why this was done and what I could do to resolve this lien.

I have made several calls to these gentlemen, for clarification, only to be met with voicemails and unreturned calls. (call log attached)

I feel the program was misrepresented to me by Mr. Myers and Mr. Mitchell and important information withheld. I was led to believe this program was a grant. I would never have agreed to such restrictions. I should have been informed, at the beginning of the process, of the need to place a lien against my property and given an opportunity to accept or decline such a lien. It has been over a year and I am yet to receive any documentation from Mr. Myers or Mr. Mitchell, throughout this entire process.

In two weeks I received a folder full of information from my credit union. And it was from my credit union that I learned of information that should have been disclosed to me, by one or both of these gentlemen. Decisions were made for me rather than by me and copies of the documents withheld that should have been given to me.

I am writing you in hopes that you will assist me in obtaining paperwork that has been withheld and the removal of the lien wrongfully placed on my property.

Thank you so much for your attention to this matter and I look forward to hearing from you soon.

Sincerely,



Pamela Scott
1276 Rainbow Falls Rd
North Augusta, SC 29860
(803)663-9480

Cc: Senator A. Shane Massey, Rep. William Clyburn, Mr. Kenneth Myers, Rural Initiatives Foundation, Mr. Genovosi Mitchell, South Carolina Housing Finance and Development Authority,

CALL LOG

- 10/30/2015: I phoned Mr. Kenneth Myers, rolled to voicemail. I left a message to return my call.
- 10/31/2015: I phoned Mr. Genovosi Mitchell, rolled to voicemail. I left a message to return my call.
- 11/01/2015: Mr. Genovosi Mitchell returned my call and I asked him about the lien on my property. He responded by saying, "You are not suppose to have a lien"
- 11/02/2015: I texted Mr. Kenneth Myers for an explanation & copies of documents (What documents), no response.
- 11/05/2015: I called Mr. Genovosi Mitchell and he now quotes the information that Mr. Myers texted me on 11/06/2015 about restrictive covenant filed at courthouse that I never received.
- 11/05/2015: I texted Mr. Myers again for an explanation, no response.
- 11/06/2015: I texted Mr. Myers again for explanation, no response.
- 11/06/2015: Mr. Myers finally texted me with the information that was filed at the courthouse on 12/2014. Information I should have been told about, but was withheld from me.
- 11/07/2015: I called Mr. Myers, rolled to voicemail. I left him a message to call me back.
- 11/08/2015: I called Mr. Myers, rolled to voicemail. I left him a message to call me back.
- 11/08/2015: I called Mr. Mitchell, rolled to voicemail. I left him a message to call me back.
- 11/12/2015: NO RETURNED CALLS TO DATE OR COPIES OF DOCUMENTS REQUESTED.

*NOTE: Copy of letter from credit union concerning continuance.

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)

**AGREEMENT AS TO
RESTRICTIVE COVENANTS**

THIS AGREEMENT is made and entered into as of the 8th day of December, 2014, by and between **Pamela Scott** (hereinafter referred to as the "Owner"), and the South Carolina State Housing Finance and Development Authority (hereinafter referred to as the "Authority") as administrator of the South Carolina Housing Trust Fund (hereinafter referred to as the "Trust Fund").

WHEREAS, Rural Initiatives Foundation, Inc. (hereinafter referred to as the "Recipient") has received an award from the Trust Fund for a project to correct life, health and safety issues, to provide accessibility for disabled persons, to repair or replace major housing systems and/or to address structural problems of owner-occupied housing units; and

WHEREAS, the provisions of the South Carolina Housing Trust Fund Act require that the monies of the fund are used to increase the supply of safe, decent and affordable housing for members of very low or lower income households; and

WHEREAS, the Owner is a member of very low income household and holds title to and occupies the property located in Edgefield County, South Carolina that is further described below; and

WHEREAS, the Recipient intends to utilize \$22,250.00 from its award from the Trust Fund to make improvements to the Owner's property;

NOW, THEREFORE, in consideration of the award from the Trust Fund being used to make improvements to the Owner's property, the Owner covenants and agrees with the Authority as follows:

1. **The Property.**

The Property shall consist of the real property described herein, to-wit:

All that certain piece, parcel, or tract of land with all improvements thereon situate, and being in the County of Edgefield, State of South Carolina, containing 1.00 acres, more or less, being bounded, now or formerly, as follows: On the NORTH and EAST by lands of Moses and Roberta Garrett; on the SOUTH by Highway S-19-277; and on the WEST by lands of D. Houston. Reference is had to that plat prepared by M.E. Reames, R.L.S., dated November 27, 1979 and recorded in the Office of the Clerk of Court for Edgefield County in Record Book 24 at Page 5.

DERIVATION: This being the same property conveyed to Pamela Scott by Deed of Torrence Scott, Thomas Scott and Tyrone Scott, dated September 6, 2014 and recorded September 8, 2014 in the

201400003754
Filed for Record in
EDGEFIELD COUNTY, SC
SHIRLEY F. NEWBY, CLERK OF COURT
At 01:10 pm.
11.00
AGREEMENT
OR Book 1504 Page 227 - 231

Office of the Clerk of Court for Edgefield County, South Carolina in
Book 1491, at Page 106.

2. Use Restriction.

The Owner agrees that the Property described above shall be used solely for the purpose of providing housing to the Owner initially, and thereafter to other members of very low income households within the meaning of the South Carolina Housing Trust Fund Act.

3. Covenant

The Owner acknowledges that this Agreement is in the nature of a covenant appurtenant to and running with the property and every part thereof so as to be binding upon all property owners, tenants, licensees, occupants, and their successors in interests with respect to the Property throughout the term specified herein.

4. Term

(to belong - more at appertain: Constituting a legal accompaniment)
Appertain - to belong or to be connected, as a rightful part or attribute
Attribute - an object closely associated with one belonging to a specific person.
This Agreement shall be effective as of the date first above written and shall end on the 20th anniversary of said date (the "Release Date"), unless released earlier by the Authority. *Dec. 2034*

5. Survival

Subject to the limitations specified herein, this Agreement shall survive a sale, transfer, or other disposition of the Property.

6. Enforceability

This Agreement shall bind the Owner and their respective heirs, successors and assigns and shall inure to the benefit of the Authority and its respective successors and assigns. The failure of the Authority to enforce any provisions hereof shall not be deemed a waiver of any of the provisions of this Agreement. *inure - to accustom to accept something undesirable.*

7. Default: Corrective Action

** In the event that the Authority detects noncompliance with this Agreement and the Owner does not immediately take steps to correct such noncompliance upon notification by the Authority, such noncompliance may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings.*
enjoined - to direct or impose by authoritative order or with urgent admonition - forbid, prohibit - by conscience from telling a lie
abated - to put an end to - Nullify

** In the event of proceedings brought by any party or parties to enforce or restrain violation of any provision of this Agreement or to determine the rights or duties of any person, firm or corporation hereunder, the prevailing party may recover reasonable attorneys' fees to be fixed by the court in addition to court costs and any other relief awarded by the court in such proceedings.*

8. Release

** This Agreement may be released by the Authority prior to the Release Date upon repayment to the Authority of an amount equal to the amount utilized by the Sponsor*

to make improvements to the Owner's property as described above, less 5% of such amount for each 12 month period which has since the date of this Agreement.

9. Gender and Number.

All pronouns used herein shall be deemed to include the masculine, feminine and neuter entities as well as the singular and plural wherever the context requires or permits.

10. Effect of Headings.

The headings of the sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

Mary Barrett
Witness 1

Pamela Scott
Pamela Scott, Owner

Wallace J. Garrett
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF Edgefield)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that he saw the within named Owner(s) sign, seal, and as their act and deed, deliver the within written Agreement As To Restrictive Covenants, and that he, with WALLACE J. GARRETT witnessed the execution thereof.

Mary Barrett
Witness 1

SWORN to before me this 12 day of
Dec., 2014.

Kimberly M. [Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: Sept. 14th, 2019

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

Dwight Sutton
Witness 1

Lisa Benfield
Witness 2

South Carolina State Housing
Finance and Development Authority,
as Administrator of the South
Carolina Housing Trust Fund

By: Leanne Johnson

Leanne Johnson,
Its: Development Applications Manager

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that She saw the within named South Carolina State Housing Finance and Development Authority as Administrator of the South Carolina Housing Trust Fund, by Leanne Johnson, its Development Applications Manager, sign, seal, and as its act and deed, deliver the withinwritten Agreement As To Restrictive Covenants, and that she, with Lisa Benfield witnessed the execution thereof.

Dwight Sutton
Witness 1

SWORN to before me this 8th day of
December, 20

K. Davis (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-19-24



November 10, 2015

Ms. Pamela B. Scott
1276 Rainbow Falls Rd.
North Augusta, SC 29860

RE: Incomplete Application

Dear Ms. Scott:

Thank you for allowing SRP Federal Credit Union to be of service to you in the financing of your HELOC mortgage loan. Please note additional information is needed to process your mortgage loan. The items needed are listed below:

- ☐ Verification of clear title from South Carolina State Housing Finance and Development Authority.
- ☐ Inspection by a qualified professional for the repair as needed for the foundation cracks at the northeast corner of the subject property.

These items are needed by **November 20th**. If we do not receive the necessary documentation for the above items by this date, we will regrettably be unable to give further consideration to your loan request.

If you have any questions or concerns, I can be reached at (803) 442-5156 or you may contact Susan Peel at (803) 510-3884. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "William Cadle".

William Cadle

SRP Federal Credit Union
Mortgage Loan Processor
wcadle@srpfcu.org

cc: File

P.O. Box 6730
North Augusta, SC 29861
Phone: 803 • 278 • 4851

ADDRESSES

Governor Nikki R. Haley
800 Richland St
Columbia, SC 29201
State House 1st Floor
1205 Pendleton St
Columbia, SC 29201
PH (803) 734-2100 website: scgovernor.com

Senator A. Shane Massey
P. O. Box 551
Edgefield, SC 29824
P. O. Box 142
Columbia, SC 29202-0142
PH (803) 649-6200 (B)
PH (803) 212-6024 (B)
PH (803) 480-0419 (H) website: shanemassey@scsenate.gov

William Clyburn
664 Edrie St
Aiken, SC 29801
P. O. Box 11867
Columbia, SC 29211
PH (803) 734-3033 (B)
PH (803) 649-6167(H) email: BillClyburn@schouse.gov

SC Housing Finance & Development Authority
300 Outlet Pointe Blvd
Columbia, SC 29210
PH (803) 896-9001

Rural Initiatives Foundation, Inc
1619 Hampton Ave NW, Suite H
Aiken, SC 29801-3171
PH (803) 300-2861 (C)

Mr. Kenneth Myers
c/o Rural Initiatives Foundation, Inc.
See Above Address & Phone Number

Mr. Genovosi Mitchell
67 Moragne St
Edgefield, SC 29824
PH (803) 637-6354 (H)

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)

**AGREEMENT AS TO
RESTRICTIVE COVENANTS**

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enjoined - to direct or impose by authoritative order or with urgent admonition - forbid, prohibit - by conscience from telling a lie

** In the event of proceedings brought by any party or parties to enforce or restrain violation of any provision of this Agreement or to determine the rights or duties of any person, firm or corporation hereunder, the prevailing party may recover reasonable attorneys' fees to be fixed by the court in addition to court costs and any other relief awarded by the court in such proceedings.*
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Mary Barrett
Witness 1

Pamela Scott
Pamela Scott, Owner

Wallace S. Barrett
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF Edgefield)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that he saw the within named Owner(s) sign, seal, and as their act and deed, deliver the within written Agreement As To Restrictive Covenants, and that he, with WALLACE S. BARRETT witnessed the execution thereof.

Mary Barrett
Witness 1

SWORN to before me this 12 day of Dec., 2014.

Kimberly Myers (L.S.)
Notary Public for South Carolina
My Commission Expires: Sept. 14th, 2019

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

Dwight Sutton
Witness 1

Lisa Bearfield
Witness 2

South Carolina State Housing
Finance and Development Authority,
as Administrator of the South
Carolina Housing Trust Fund

By: Leanne Johnson

Its: Development Applications Manager

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that She saw the within named South Carolina State Housing Finance and Development Authority as Administrator of the South Carolina Housing Trust Fund, by Leanne Johnson, its Development Applications Manager, sign, seal, and as its act and deed, deliver the withinwritten Agreement As To Restrictive Covenants, and that she, with Lisa Bearfield witnessed the execution thereof.

Dwight Sutton
Witness 1

SWORN to before me this 8th day of December, 2014.

K. Davis (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-19-24



November 10, 2015

Ms. Pamela B. Scott
1276 Rainbow Falls Rd.
North Augusta, SC 29860

RE: Incomplete Application

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If you have any questions or concerns, I can be reached at (803) 442-5156 or you may contact Susan Peel at (803) 510-3884. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read "William Cadle", written over a light blue horizontal line.

William Cadle
SRP Federal Credit Union
Mortgage Loan Processor
wcadle@srpfcu.org

cc: File

P.O. Box 6730
North Augusta, SC 29861
Phone: 803 • 278 • 4851

ADDRESSES

Governor Nikki R. Haley
800 Richland St
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Senator A. Shane Massey
P. O. Box 551
Edgefield, SC 29824
P. O. Box 142
Columbia, SC 29202-0142
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PH (803) 212-6024 (B)
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SC Housing Finance & Development Authority
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Columbia, SC 29210
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Rural Initiatives Foundation, Inc
1619 Hampton Ave NW, Suite H
Aiken, SC 29801-3171
PH (803) 300-2861 (C)

Mr. Kenneth Myers
c/o Rural Initiatives Foundation, Inc.
See Above Address & Phone Number

Mr. Genovosi Mitchell
67 Moragne St
Edgefield, SC 29824
PH (803) 637-6354 (H)