

Plaintiff(s)

2017-CP - 10- 3369

vs.

Defendant(s)

Submitted By: Frances I. Cantwell
Address: 50 Broad Street
Charleston, South Carolina 29401

SC Bar #: 0001121
Telephone #: 843-724-3730
Fax #: N/A
Other: N/A
E-mail: cantwellf@charleston-sc.gov

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

2017 JUN 30 PM 1:33
FILED

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

Submitting Party Signature: Frances I Cantwell

Date: 6/30/17

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

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
City of Charleston,)
)
Plaintiff,)
vs.)
Putters Investments, LLC,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2017-CP-10-_____

SUMMONS

FILED
2017 JUN 30 PM 1:43
JULIE J. ARMSTRONG
CLERK OF COURT

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon on the Plaintiff's attorneys, at 50 Broad Street, Charleston, South Carolina, 29401, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Frances I. Cantwell
Frances I. Cantwell
S.C. Bar No. 0001121
Corporation Counsel
E-mail: cantwellf@charleston-sc.gov

Daniel S. ("Chip") McQueeney, Jr
S.C. Bar No. 0006802
E-mail: mcqueenevd@charleston-sc.gov
Assistant Corporation Counsel

50 Broad Street
Charleston, South Carolina 29401
Telephone: (843) 724-3730

Attorneys for Plaintiff City of Charleston

Charleston, South Carolina
June 30, 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 City of Charleston,)
)
 Plaintiff,)
 vs.)
 Putters Investments, LLC,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2017-CP-10-_____

COMPLAINT

FILED
 2017 JUN 30 PM 1:43
 JULIE J. ARMISTEAD
 CLERK OF COURT
 NY

Plaintiff City of Charleston (“Plaintiff” or “City”), complaining against Defendant Putters Investments, LLC (“Defendant” or “Putters”), alleges and states as follows:

1. Plaintiff is a municipality incorporated under the laws of the State of South Carolina.
2. Defendant Putters is a limited liability company organized and existing under the laws of the State of Illinois.
3. Defendant owns certain real property, located at 4 Atlantic Street in the City of Charleston, Charleston County, South Carolina (the “Property”), being more particularly described in the deed to Defendant dated March 29, 2013 and recorded April 3, 2013 in Book 0321 at Page 454 in the RMC Office for Charleston County, South Carolina, attached hereto and incorporated herein by reference as Exhibit A.
4. Defendant transacts business in the State of South Carolina by and through Defendant’s use of the Property as income-producing real property for short term rentals and/or accommodations uses.

5. Pursuant to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, and codified at sections 6-29-310 to -1640 of the South Carolina Code (the "Act"), the City enacted the Zoning Ordinance of Charleston, South Carolina (the "Zoning Ordinance or "ZO").

6. At all times relevant hereto, the Zoning Ordinance has governed the uses permissible on the Property.

7. At all times relevant hereto, the Property has been zoned Single-Family Residential 4 ("SR-4").

8. With a few exceptions not relevant to the present action, properties zoned SR-4 are limited to residential uses.

9. Pursuant to section 54-120 of the Zoning Ordinance, a "residential use" is defined as follows:

The use of land or the building(s) thereon, or any part thereof, as a home by one or more individuals or families where the intended duration of occupancy *is for a period of not less than thirty (30) consecutive days*. Occupancy of a transient nature such as in motel, hotel, inn, bed and breakfast, rooming or boarding house, or timesharing uses shall not be defined as a residential use, but shall be defined as a commercial use.

(Emphasis added).

10. Pursuant to section 54-120 of the Zoning Ordinance, "accommodations uses" are "commercial uses to provide living or sleeping units, for remuneration, to one or more individuals *where the intended and/or usual occupancy would not exceed twenty-nine (29) consecutive days*, including hotels, motels, inns, bed and breakfasts, short term rental units, room and boarding houses, resort units condominiums, cooperatives, apartments, . . . as each may from time to time

be amended, as well as any and all similar uses *where the intended and/or usual occupancy is for periods not to exceed twenty-nine (29) consecutive days . . .*” (Emphasis added)

11. Pursuant to section 54-120 of the Zoning Ordinance, a “short term rental” is “a distinct type of accommodations use consisting of a limited number of fully functioning private dwellings that *are rented to families for periods between one (1) day and twenty-nine (29) days.*” (Emphasis added).

12. The Zoning Ordinance prohibits Defendant from using the Property or the buildings thereon for accommodations uses or as a short term rental. See Zoning Ordinance, § 54-220.a (prohibiting accommodations uses outside of the designated Accommodations Overlay Zone); § 54-227 (specifying the zoning district in which short term rentals may be allowed as a conditional use, but not including property zoned SR-4); Zoning Ordinance, Part 3—Table of Permitted Uses (accommodations uses not permitted in properties zoned SR-4).

13. The Zoning Ordinance’s limitations on accommodations uses and short-term rentals, subject to exceptions not relevant here, arose from the City’s expressed purpose to place “a high value on the preservation of the character of its residential neighborhoods,” and to avoid or minimize, “to the greatest extent possible,” “[p]otential negative impacts affecting residential neighborhoods.”

14. In violation of the Zoning Ordinance, Defendant has repeatedly rented and, upon information and belief, continues to rent the Property to one or more individuals in which the intended and/or usual occupancy does not exceed twenty-nine (29) consecutive days.

15. By way of example, as set forth in the affidavit of Joseph E. Boyland, attached hereto and incorporated herein by reference as Exhibit B, Defendant rented the Property to a group

of people, including Boyland, for five (5) nights, beginning on May 10, 2017 and ending on May 15, 2017, for more than \$6,000.00.

16. According to Boyland's affidavit, the Property had been booked from January through May 2017.

17. Boyland's affidavit is supported by the affidavits of numerous owners in the vicinity of the Property, attached hereto and incorporated herein by reference as Exhibits C through G, which confirm that Defendant rents the Property in violation of the Zoning Ordinance's prohibition on accommodations uses or short-term rentals within the SR-4 zoning district.

18. As described in the affidavits attached hereto and incorporated herein by reference, Defendant's violations of the Zoning Ordinance have resulted in increased noise pollution, light pollution, theft, all-night parties, and traffic congestion.

19. As importantly, Defendant's violations of the Zoning Ordinance erode the general culture of the surrounding residential neighborhood by substituting relatively permanent residents who share a vested interest in maintaining community relationships with transient guests who do not.

20. Further, Defendant's violation of the Zoning Ordinance harms and erodes the quality of life in the residential neighborhood where the Property is located.

21. Based on the foregoing, pursuant to the Uniform Declaratory Judgments Act, codified at sections 15-53-10 to -140 of the South Carolina Code, the City is entitled to seek a declaration from the Court that Defendant's use of the Property as a short term rental or an accommodations use constitutes a violation of the Zoning Ordinance.

22. Section 6-29-950 (A) of the South Carolina Code and section 54-905 of the CZO recognize as appropriate, and devolve to the City the right to seek, injunctive relief to prevent and abate violations of the Zoning Ordinance.

23. Based on the foregoing, the City has suffered and will continue to suffer irreparable harm in the event the injunction is not granted, and the City is likely to succeed on the merits of its claims.

24. Additionally, as the South Carolina General Assembly recognizes in section 6-29-950 of the South Carolina Code, the City does not have an adequate remedy at law for the enforcement of such violations.

25. The public interest, especially the interests of the residents protected by the relevant terms of the Zoning Ordinance which have been violated by Defendant, will be protected through injunctive relief.

FOR A FIRST CAUSE OF ACTION
(DECLARATORY JUDGMENT)

26. The City restates and re-alleges the allegations of the preceding paragraphs of the Complaint as if fully restated herein verbatim.

27. Defendant's use of the Property for short term rentals and/or accommodations uses violates the City's Zoning Ordinance.

28. The Uniform Declaratory Judgments Act authorizes the issuance of a declaratory judgment to declare the rights and status of the City and the Defendant under the Zoning Ordinance.

29. The City is entitled to a declaration from the Court that Defendant's use of the Property as a short term rental and/or an accommodations use constitutes a violation of the City's Zoning Ordinance.

FOR A SECOND CAUSE OF ACTION
(INJUNCTIVE RELIEF)

30. The City restates and re-alleges the allegations of the preceding paragraphs of the Complaint as if fully restated herein verbatim.

31. Defendant violated the City's Zoning Ordinance by using the Property for short term rentals and/or accommodations uses.

32. Section 6-29-950 of the South Carolina Code and section 54-905 of the Zoning Ordinance give the City the right to obtain injunctive relief for Defendant's violation.

33. As set forth in the affidavits attached hereto and as further alleged herein, the City has suffered and will continue to suffer irreparable harm if the City does not obtain such relief.

34. As set forth in the affidavits attached hereto and as further alleged herein, the City is likely to succeed on the merits of this claim.

35. As set forth in the affidavits attached hereto and as further alleged herein, the City does not have an adequate remedy at law for Defendant's repeated violations.

36. As set forth in the affidavits attached hereto and as further alleged herein, injunctive relief will serve the public interest.

WHEREFORE, the City prays for an Order of this Court declaring the Defendant's use of the Property as a short term rental and/or an accommodations use constitutes a violation of the City's Zoning Ordinance, and issuing an injunction as indicated herein to prevent and abate such

use, for costs and disbursements of this matter, and for such other and further relief as this Court may deem proper.



Frances I. Cantwell
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Corporation Counsel
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Assistant Corporation Counsel

50 Broad Street
Charleston, South Carolina 29401
Telephone: (843) 724-3730

Attorneys for Plaintiff City of Charleston

Charleston, South Carolina
June 30, 2017



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, **William C. Lyddan, Jr., Trustee of the Revocable Trust Agreement of William C. Lyddan, Jr. dated July 26, 2011 and Hildie J. Neuman a/k/a Hildie Neuman Lyddan, Trustee of the Revocable Trust Agreement of Hildie J. Neuman dated July 26, 2011** ("Grantor") for and in consideration of the sum of Two Million Fifty Thousand and no/100 Dollars (\$2,050,000.00) to me in hand paid at and before the sealing of these presents by **Putters Investments, LLC**, in the State aforesaid, the receipt of which is hereby acknowledged, have, subject to the matters set forth on Exhibit "A" attached hereto and incorporated herein by reference ("*Permitted Exceptions*"), granted, bargained, sold and released, and by these Presents do, subject to the Permitted Exceptions, grant, bargain, sell and release, unto the said **Putters Investments, LLC** ("Grantee"), its successors and assigns, forever, the following described property to-wit:

ALL that lot of land, with a dwelling house thereon, situate, lying and being at the northwest corner of Atlantic Street and Zigzag Alley, in the City of Charleston and State of South Carolina.

MEASURING AND CONTAINING about fifty-three (53') feet, six (6") inches on Atlantic Street; by about seventy-nine (79') feet nine (9") inches on Zigzag Alley aforesaid.

BUTTING AND BOUNDING to the North on land of James Chapman; West on land of John Bonnell; South on Atlantica Street; and East on Zigzag Alley aforesaid.

BEING the same property conveyed to William C. Lyddan, Jr., Trustee of the Revocable Trust Agreement of William C. Lyddan, Jr. dated July 26, 2011 and Hildie J. Neuman, Trustee of the Revocable Trust Agreement of Hildie J. Neuman dated July 26, 2011 by deed of William C. Lyddan, Jr. and Hildie J. Neuman dated December 5, 2011 and recorded December 9, 2011 in Book 0221, at Page 925 in the RMC Office for Charleston County, South Carolina.

TMS#: 457-16-04-073

Grantee Address: 910 CLEVELAND ROAD
NINSDALE, IL 60521

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, Grantor, does hereby bind themselves and their heirs, personal representatives and administrators to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against themselves and their heirs and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has set their hands and seals this 29th day of ~~April~~ ^{March} in the year of our Lord, Two Thousand Thirteen, and in the two hundred and thirty-seventh year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Rhonda Z. Webb
(First Witness signs here)
[Signature]
(Second Witness or Notary signs here)

William C. Lyddan, Jr. (L.S.)
William C. Lyddan, Jr., Trustee of the William C. Lyddan Revocable Trust dated July 26, 2011

Hildie J. Neuman aka Hilde Neuman Lyddan (L.S.)
Hildie J. Neuman a/k/a Hildie Neuman Lyddan, Trustee of the Hildie J. Neuman Revocable Trust dated July 26, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE foregoing instrument was acknowledged before me by William C. Lyddan, Jr., Trustee of the Revocable Trust Agreement of William C. Lyddan, Jr. dated July 26, 2011 and Hildie J. Neuman a/k/a Hildie Neuman Lyddan, Trustee of the Revocable Trust Agreement of Hildie J. Neuman dated July 26, 2011 this 29th day of ~~April~~ ^{March}, 2013.

[Signature] (L.S.)
Notary Public for South Carolina
My commission expires: 1/30/2014

Exhibit "A"

Permitted Exceptions

1. Taxes for the year 2013, and all subsequent years, which are a lien not yet due and payable.
2. Subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations, including without limitation that portion of Seven (7') foot High Block Wall and Center Face of Column from adjoining rear lot encroach onto rear lot line as shown on plat of survey by Forsman J. Anderson, R.L.S., dated April 18, 2002.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
April 1, 2013

RMC BK 0321 Pg 454 : pg 4 *

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1) I have read the information on this Affidavit and I understand such information.
- 2) The property is being transferred BY William C. Lyddan, Jr., Trustee of the Revocable Trust Agreement of William C. Lyddan, Jr. dated July 26, 2011 and Hildie J. Neuman a/k/a Hildie Neuman Lyddan, Trustee of the Revocable Trust Agreement of Hildie J. Neuman dated July 26, 2011 TO Putter Investments, LLC ON April 1, 2013.
- 3) Check one of the following: **The DEED is:**
 - a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) EXEMPT from the deed recording fee because (exemptions: # _____)
(Explanation, if required _____)
(If exempt, please skip items 4-6, and go to item 7 of this affidavit).
- 4) Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,050,000
 - b) The fee is computed on the fair market value of the realty which is \$.
 - c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
- 5) Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$.
- 6) The DEED Recording Fee is computed as follows:
 - a) \$2,050,000.00 the amount listed in item 4 above
 - b) \$0.00 the amount listed in item 5 above (no amount, place zero)
 - c) \$2,050,000.00 Subtract Line 6(b) from Line 6(a) and place the result
- 7) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative.
- 8) Check if Property other than Real Property is being transferred to this Deed.
 - a) Mobile Home
 - b) Other
- 9) DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____, deceased CASE NUMBER _____, Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____, deceased, and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
- 10) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 29th day of April, 2010
Rhonda Z. Welch (L.S.)
(Notary Public signs here)
Notary Public for South Carolina
My commission expires: 3/9/19


David C. Humphreys, III

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

DW
dh

Filed By:
DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 298
CHARLESTON SC 29402

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| Charlie Lybrand, Register Charleston County, SC | | |

MAKER:
LYDDAN WILLIAM C JR TR AL

Note:

RECIPIENT:
PUTTERS INVESTMENTS LLC

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| Recording Fee | \$ 10.00 |
| State Fee | \$ 5,330.00 |
| County Fee | \$ 2,255.00 |
| Extra Pages | \$ - |
| Postage | \$ - |
| Chattel | \$ - |
| TOTAL | \$ 7,595.00 |

AUDITOR STAMP HERE
RECEIVED FROM RMC

APR - 4 2013

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKD
DATE 4/4/13

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EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT OF JOSEPH E. BOYLAND

PERSONALLY APPEARED before me Joseph E. Boyland who, first being duly sworn,
states as follows:

1. I visited Charleston from May 10 to May 16, 2017 with my family in order to attend the College of Charleston graduation.
2. During our visit, we stayed at a home that we rented at 4 Atlantic Street. We secured the rental at HomeAway.com. The total cost for the rental was more than \$6,000. A true and accurate copy of the receipt for the rental payments that I made for the first five nights of the stay is attached as **Exhibit A**, with my e-mail header and a third-party name redacted.
3. We made the reservation many months in advance of our visit. I am informed that the schedule for the home at 4 Atlantic Street appeared to be solidly booked from January through May, 2017.
4. A true and accurate copy of the communication from the South Carolina rental agent for the property providing entry instructions to the house at 4 Atlantic is attached hereto at **Exhibit B**, with a third-party name and lock box combinations redacted. I relied upon these instructions to enter the house.
5. From personal items in the house as well as from a guestbook, I concluded that the home was owned by a Mr. Paul Lopez.
6. My wife and I hosted a catered party for our graduate and some of her classmates and their parents on the evening of Friday, May 12th. At approximately 10:00 p.m. I had occasion to speak with Mrs. Charles Gere, who told me that she lived at 2 Atlantic Street.

Mrs. Gere, diplomatically yet with great fervor and at length, explained to me that the short term rental of the home was illegal, that Mr. Lopez was never there, and that the house was continually rented to bridal parties and other groups. I related to Mrs. Gere that I had not been aware of any rule against the short term rental.

7. While I was speaking with Mrs. Gere on the sidewalk in front of the house, Officer K. Johnson of the Charleston police arrived. Mrs. Gere and I continued our conversation with Officer Johnson. After Mrs. Gere left, I looked for the rental information while Officer Johnson waited by the open front door. I provided the particulars of the rental to Officer Johnson, who left about 10:30 p.m. Officer Johnson never made any requests or directives about the party, so I concluded that the party itself did not violate any Charleston ordinance.
8. I was embarrassed and annoyed that our rental of the home was apparently unlawful, and seemed to upset the neighbors. After the party ended at 11:00 p.m., I did a Google search with the terms "short term rental issue Charleston." It produced a number of recent articles identifying the area of the city in which short term rentals are allowed, as well as a link to a map of the Short Term Rental Overlay district. It was immediately apparent that the district ended far to the north of 4 Atlantic Street.
9. On the day after the party, two women knocked on the front door of the house. When I answered, they explained that they were looking for a home to rent for the upcoming wedding shower for the daughter of one of the women. I told them the name of the website through which we had rented, and also that it seemed that short term rental of the house was not lawful, and that the neighbors were upset.

10. A day or so later, Dan Riccio, an official charged with enforcing the city livability code, called at the house. I shared my embarrassment at the unlawful rental with Mr. Riccio, and provided him with information about the rental.

11. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

I SO STATE.

Joseph E. Boyland
Joseph E. Boyland

Sworn and Subscribed to me on this 30th day of May, 2017.

Christina L. Cournoyer
Rhode Island Notary Public
Comm. Exp. 1-19-2018

Christina L. Cournoyer
Notary Public - Rhode Island
My Commission Expires 1-19-2018

Your payment receipt

Dear [REDACTED]

A payment of \$2,625.00 has been received. The details of the receipt are listed below. Please let me know if you have any questions.

View payments, manage your upcoming trip and update your profile.

[Access your account](#)

The payment transactions will show on your credit card statement as:

PAY*HOMEAWAY [REDACTED] \$2,625.00

Reservation ID: [REDACTED]

2nd Payment Paid on: Mar 6, 2017

\$2,625.00

Transaction ID: [REDACTED]



| | |
|----------------|---------------------------|
| Property | #4253365 |
| Reservation ID | [REDACTED] |
| Dates | May 10-15, 2017, 5 nights |
| Guests | 7 adults, 0 children |
| Owner name | Joseph Carroll |
| Payment Method | MASTERCARD |

Payment Requests:

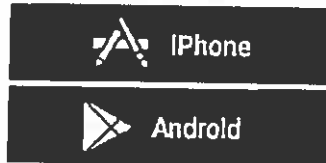
| | | |
|-------------|------|------------|
| 1st Payment | Paid | \$3,261.99 |
|-------------|------|------------|

2nd Payment Paid \$2,625.00

Total \$5,886.99

NOTE: payments will appear as PAY*HOMEAWAY on your statement.

Download the HomeAway mobile app so you can find and book your next vacation rental quickly and easily... no matter where you are!



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HomeAway.com, Inc. is located at 1011 West Fifth Street, Suite 300, Austin, Texas, 78703.

This email was sent to [REDACTED]

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Boyland, Joseph

Subject: FW: Reservation from [REDACTED] May 10 through 16 - HomeAway.com #4253365

Begin forwarded message:

From: Joseph Carroll <[REDACTED]>
Date: May 8, 2017 at 8:13:03 PM EDT
To:
Subject: Fwd: Reservation from [REDACTED] May 10 through 16 - HomeAway.com
#4253365

Dear [REDACTED]

Here is your access information for 4 Atlantic Street in Charleston.

This is a historic property, so access is quaint, as we are not allowed to violate the local architectural standards.

[REDACTED]
[REDACTED] the combo is [REDACTED] and [REDACTED] together, then [REDACTED] and [REDACTED] together, then open. This key will allow you to open the large gate on the alley side to park your cars in the driveway. On the street side, this key will allow you to open the courtyard outer door.

After you enter the property, either from the driveway or the courtyard outer door, [REDACTED] the combo is [REDACTED] Here you will find the key to the front door of the house. Please make sure that the property is secured when you leave for activities. Return the keys to their boxes at departure.

The wi-fi network name is [REDACTED] Password is: [REDACTED]

Once you are logged into the house wi-fi, you can download the Sonos app onto any smart phone and stream music to the house sound system. There are speakers both inside and outside the house.

Be sure to call or email me at any time if you need anything.

Joseph Carroll
Carolina Vacation Homes

[REDACTED]
www.CarolinaVacationHomes.com

EXHIBIT C

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
_____)

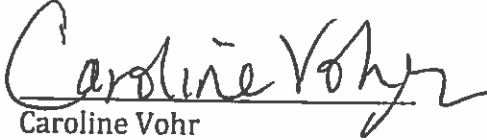
AFFIDAVIT OF CAROLINE VOHR

PERSONALLY APPEARED before me Caroline Vohr who, first being duly sworn, states as follows:

1. My name is Caroline Vohr. I am 51 years old and I am married with 2 children. I am the owner of 5 Atlantic Street. I have lived there for 2 years.
2. On May 19 and 20, 4 Atlantic Street was rented out as an event or party venue for several days. The parties went on late into the night on Friday, May 19 and Saturday, May 20. On May 19, my golf cart was taken by several of the guests attending the College of Charleston graduation party at 4 Atlantic Street for several hours, only to be returned with multiple glasses of alcohol and some cigar remnants. The morning after the graduation party, we also found cups and napkins on our stoop.
3. I have had a front row seat for many, many incidents involving 4 Atlantic Street being used as a short term rental (for less than 30 days) including: nudity in the pool, strings of party lights on all night long, raucous behavior coming in and out of the house at all hours and music played late into the night. The house is being rented as a party venue.
4. It is my opinion that the owner of 4 Atlantic Street's choice to rent his home short term is a blatant disrespect of our neighborhood as well as the very unique culture and community that is Charleston.

5. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

I SO STATE.


Caroline Vohr

Sworn and Subscribed to me on this 1 day of ^{June}~~May~~, 2017.

Caroline E. Kinard
Notary Public for the State of South Carolina
Comm. Exp. 4/1/2026

EXHIBIT D

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
_____)

AFFIDAVIT OF FRANCES V. GEER

PERSONALLY APPEARED before me Frances V. Geer who, first being duly sworn, states as follows:

1. My husband and I returned to our home at 2 Atlantic Street on Friday, May 12, 2017 and were greeted by a large and loud party at 4 Atlantic Street. Although parties in this area can be robust, this was not an occasional neighborhood event but an illegal commercial encroachment into our community with the possibility of more to come.

2. When I asked the gentleman in front of the house, Mr. Joseph Boyland, if he were Mr. Lopez, the owner, he answered that he was a renter. He was very polite and surprised when I explained that it was illegal for them to be there. He apologized with flowers and a note the next morning and offered to help with future infringements.

3. My husband and I have been in our home at 2 Atlantic Street for forty-four years. Our four children were raised there. My parents lived here before that and my great aunts bought it in 1923. Everyone knew everybody and visited often. As old friends left, new charming and delightful families moved in and became part of the neighborhood.

4. Short term rentals with people who are here and then gone are just not acceptable and contribute to the erosion of livability in Charleston.

5. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

I SO STATE.

Frances V. Geer
Frances V. Geer

Sworn and Subscribed to me on this 31 day of May, 2017.

Carmel E. Kinard
Notary Public for the State of South Carolina
Comm. Exp. 4/1/2026

EXHIBIT E

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
_____)

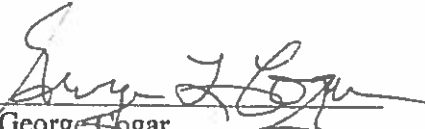
AFFIDAVIT OF GEORGE COGAR

PERSONALLY appeared before me George Cogar who, first being duly sworn, states as follows:

1. I am a resident of the County of Charleston, State of South Carolina. I live at 3 Zig Zag Alley. My home is across the street from 4 Atlantic Street. I have lived at this address for 10 years.
2. I have observed numerous instances of 4 Atlantic Street being occupied by persons who appear to be short term renters for much less than thirty days.
3. I have observed large parties of people who were loud and who disturbed the enjoyment of our home by their late night, boisterous behavior. The parties took place during weekends when people who appeared to be short term renters were present.
4. We have heard music which is being played outside.
5. I have observed bright outdoor lights after midnight again on numerous occasions.
6. The activities of short-term renters have detracted from the reasonable enjoyment of our home and neighborhood. This activity is detrimental to the historic district in which we live.
7. On the weekend of May 2, 2017, short term renters held a large party which was loud and inappropriate commercial use for a residential property.
8. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on

information and belief and as to those, I believe them to be true and accurate.

I SO STATE.


George Cogar

Sworn and Subscribed to me on this 1 day of June, 2017.

Caroline E. Kinard
Notary Public for the State of South Carolina
Comm. Exp. 4/1/2026

EXHIBIT F

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
_____)

AFFIDAVIT OF LAWRENCE W.
GILLESPIE

PERSONALLY appeared before me Lawrence W. Gillespie who, first being duly sworn, states as follows:

1. I am a resident of the County of Charleston, State of South Carolina. My wife, Shannon Gillespie and I live at 4 Zig Zag Alley. We are neighbors of 4 Atlantic Street. 4 Atlantic is at the corner of Zig Zag Alley and Atlantic Street. We drive by this house several times a day and share the same alley to access our driveways. Our house, 4 Zig Zag Alley and 4 Atlantic Street are separated by one house.
2. The frequent short term renters at 4 Atlantic Street are coming into our very short alley to turnaround, which is very difficult, despite street signs to warn drivers of a dead end.
3. When the short term renters are in the house at night and in the 4 Atlantic Street courtyard we can often hear loud voices and conversations from our porch or bedroom.
4. On May 12, 2017 a graduation party was held for approximately 150 people. Catering trucks used a private driveway off Zig Zag Alley to park and set up the bar and food. These trucks blocked our exit and we had to ask them to move more than once. The party was very loud and it extended past 10:00 PM when the caterer told us the party would be over. There were lights strung across the yard.
5. Numerous vehicles are using Zig Zag Alley and our neighbor's driveway to make a difficult turn into the 4 Atlantic Street driveway. It is a slow process requiring numerous stop and starts.
6. In most cases, the short term renters are bringing 2 to 3 cars into the neighborhood for

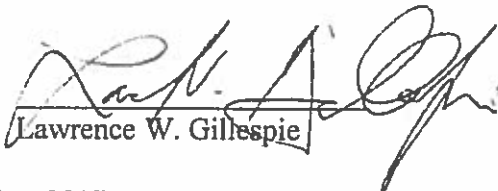
their short-term rental. They are taking over key parking places from the residents who live on Atlantic Street.

7. Short term renters may or may not put the trash receptacle out. If they put them out it could be sitting there in front of the house 2 days early. Then the trash receptacle might sit for 2 days after it was emptied. Often I have taken the empty can back to their driveway area so that it is not blocking the sidewalk in front of their house. This is unsightly and inconvenient for neighbors and tourists to walk around.

8. The house has outside lighting in use every day that the house is being rented. The lights are very bright with a string of lights but also big illuminated globes that create an unnatural aura over their courtyard, like a party venue

9. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

I SO STATE.


Lawrence W. Gillespie

Sworn and Subscribed to me on this 31 day of May, 2017.

Caroline E. Kinard
Notary Public for the State of South Carolina
Comm. Exp. 4/1/2026

EXHIBIT G

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
_____)

AFFIDAVIT OF MITZI H. LEGERTON

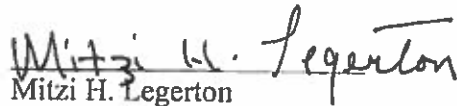
PERSONALLY APPEARED before me Mitzi H. Legerton who, first being duly sworn, states as follows:

1. I am a resident of the County of Charleston, State of South Carolina. I live at 2 ½ Atlantic Street, which is next door to 4 Atlantic Street.
2. There have been four or more short term renters at 4 Atlantic Street who have told me they did not know the owner, Paul Lopez. Two have mentioned Air B and B or Vacation Rentals.
3. The first short term renter came over to my house to ask for a favor. They stayed at 4 Atlantic Street for about a week.
4. The next short term renters were a large group of women, all carrying overnight bags.
5. I spoke to a local realtor while he came over to check on a month-long renter. He made it very clear to me that it was a month-long renter.
6. I did not talk to the lawyer, Joseph Boyland, and the large College of Charleston graduation group who rented 4 Atlantic Street from May 10 – 16, 2017, but two large catering trucks were parked there from 2:00 PM on May 12, 2017.
7. Another group of women rented 4 Atlantic Street and stayed from May 18 – 21, 2017. They said the rent was pricy. One was a lawyer. The lights were blazing on past 4:00 AM.
8. This past weekend there was someone staying at 4 Atlantic Street. Their car had a Georgia license plate.

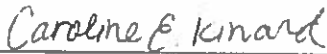
9. The gardener at 4 Atlantic Street told me Paul Lopez does very well with renting.

10. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

I SO STATE.


Mitzi H. Legerton

Sworn and Subscribed to me on this 31 day of May, 2017.


Notary Public for the State of South Carolina
Comm. Exp. 4/1/2026