

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION

) SHAC No. H-4-18-018  
) HUD No. 04-19-5225-8

[REDACTED]

Complainant,

) **CONCILIATION AGREEMENT**

vs.

[REDACTED]  
Barefoot Resort Residential Owners, Assn, Inc.  
P.O. Box 1706  
North Myrtle Beach, South Carolina 29589

Ponderosa Management, LLC  
c/o [REDACTED] registered agent  
1110 London Street, Ste 105  
Myrtle Beach, South Carolina 29577

[REDACTED] property manager  
Ponderosa Management, LLC  
P.O. Box 703  
North Myrtle Beach, South Carolina 29582

Barefoot Resort Residential Owners Association  
c/o Ponderosa Management, LLC  
4876 Barefoot Resort Bridge Road  
North Myrtle Beach, South Carolina 29589

Respondent.

This compromise Conciliation Agreement (hereinafter "Agreement") is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] and [REDACTED] (hereinafter "Complainant"), versus Barefoot Resort Residential Owners, et. al. (hereinafter "Respondents.")

WHEREAS, a verified complaint was filed on December 10, 2018 by Complainant against Respondents alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended (hereinafter "Complaint").

**I. CASE SYNOPSIS**

The Complainants allege that the Respondents subjected them to discriminatory terms and conditions and denied their requests for reasonable accommodations. The Complainants stated that they received a letter from Kelly White dated November 1, 2018, stating that they were in violation of the Association's rules and regulations. The complainants stated they submitted medical documentation stating their need to park

a recreation vehicle in their drive way because of a medical need.

Respondents expressly deny having discriminated against Complainant and each of Complainant's allegations. Further, Respondents expressly deny any and all wrongdoing and liability. Nevertheless Respondents agree to settle any and all claims by entering into this Conciliation solely for economic reasons.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

## II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Agreement both Complainant and Respondents state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This Agreement fully and completely resolves all issues arising out of SHAC Case #[H-1-18-018]/HUD Case #[04-19-5225-8] through the effective date of this Agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation properties of Barefoot Resort Residential Owners, Inc. and Ponderosa Management, LLC.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaints involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.

- G. This Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant(s) and Respondent(s) have complied with the terms of the Agreement.
- H. Respondents are entering into this Agreement for economic reasons only and specifically deny the truth of any alleged facts, any characterizations of alleged conduct, or any conclusion set forth in the Complaint in this matter. The parties agree and understand that the execution of this Agreement shall not constitute or be construed as an admission of any liability to, or the validity of any claim whatsoever by Claimant. Respondents specifically disclaim any liability to, and the validity of every claim asserted, or which may be asserted by Claimant.

### III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents will continue to comply with all federal and state housing laws.
- B. Respondents will continue to consistently apply its standards for acceptance and rejection of housing.
- C. Respondents will continue to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. The Respondents agree to Fair Housing Training within six months of the execution of this document.
- E. Respondents agrees to insure through training that each new member of the Homeowners Association Board and the Architectural Review Committee of Barefoot Resort Residential Owners Association, Inc. and Ponderosa Management company are well versed with the polices and procedures regarding reasonable accommodation.
- F. Respondents agree to promulgate polices and procedures relative to the granting of requests for reasonable accommodations within six months of the execution of this document. Respondents will agree to submit their policies and procedures to the Commission for approval.
- G. Respondents agree to publish its policies and procedures and maintain a copy of the policy and procedures in the management office for inspection.
- H. The Respondents agree to the Commission monitoring the terms of the conciliation agreement for a period of six months from the date of its execution.

**IV. RELIEF FOR COMPLAINANT**

- A. Respondents agrees to pay the complainants \$500.00
- B. Respondents agrees to allow the complainant to park his recreational vehicle in his driveway.
- C. Respondents agrees to write a letter of apology to each of the complainants regarding their handling and denial of their request for a reasonable accommodation.
- D. Respondents agrees not to retaliate or harass the complainants

**V. RELEASE BY COMPLAINANT**

- A. Upon compliance with the terms of Paragraph IV herein, Complainant hereby releases and forever discharges Respondents and their owners, parent and subsidiary companies, shareholders, members, agents, representatives, employees, directors, officers, insurers, attorneys, successors, parent and subsidiary companies and assigns from any and all claims, actions, damages, attorney's fees, costs and expenses which may arise out of or is related to the matters asserted in her Complaint.

**VI. BREACH OF CONCILIATED TERMS**

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that either party fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Agreement. The Commission shall determine whether Respondents have complied with the terms of this agreement. In the event that the Commission determines that Respondents have not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondents agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

**VII. REPORTING & RECORDKEEPING**

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission  
Fair Housing Division  
Attention: ██████████  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-4-18-018  
HUD No. 04-19-5225-8

**VIII. COMMISSION REVIEW**

A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

**IX. EFFECTIVE DATE**

This Agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted Signature] \_\_\_\_\_  
6/8/19  
(Date)

[Redacted Signature] \_\_\_\_\_  
6/3/19  
(Date)

Attorney for: [Redacted Signature] \_\_\_\_\_  
6/3/19  
Date

Ponderosa Management Co.  
Chrissy Trevathon  
Barefoot Resort Homeowners Association, Inc.

[Redacted Signature] \_\_\_\_\_  
6-4-2 019  
(Date)

*Raymond Buxton II*  
Raymond Buxton II, Commissioner \_\_\_\_\_  
6/5/19  
(Date)