

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



Complainants,

vs

Heron Points Property Owner's Association, Inc.
c/o Gold Crown Management, registered agent
1805 Oak Street



Respondents

) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION

) SHAC No. H-4-19-018
) HUD No. 04-20-9435-8

CONCILIATION AGREEMENT

This compromise Conciliation Agreement (hereinafter, the "Agreement") is entered into by and between the South Carolina Human Affairs Commission (hereinafter, the "Commission"), on behalf of [redacted] (collectively, "Complainants"), on the one hand, and Heron Points Property Owner's Association, Inc., Gold Crown Management along with their successors and assigns, and [redacted] (collectively, "Respondents"), on the other. The parties to this Agreement may be referred to collectively as the "Parties."

WHEREAS, a verified complaint was filed on October 15, 2019 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"); and

WHEREAS, the subject address is [redacted] Myrtle Beach, South Carolina 29572; and

WHEREAS, the Parties now desire to resolve and settle this dispute, including all known and unknown claims of any sort asserted in the Complaint and relating, directly or indirectly, to the allegations contained in Complaint;

NOW THEREFORE, in consideration of the promises and the mutual undertakings herein contained, the parties to this Agreement agree as follows:

I. CASE SYNOPSIS

Complainants allege that Respondents:

- (a) subjected Complainants to discriminatory terms and conditions and harassment; and
- (b) denied a request for a reasonable accommodation.

Specifically, Complainants alleged the Respondents:

- (a) denied their use of the charging station for her golf cart unless they paid a fee;
- (b) took pictures of her and her mother using the golf cart; and

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(e) unplugged the golf cart from the power station.

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 state that they have read and fully understand the significance of the terms set forth herein and have executed this 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 Complainants 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-4-19-018] /HUD Case #[04-20-9435-3] through the effective date of this Agreement. The Commission and the Complainant 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 Complaint so long as the parties abide by the terms of this Agreement.**
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon Complainants and upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of properties owned Heron Points Property Owner's Association/**
- 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 this complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainants and Respondents have complied with the terms of the Agreement.**
- H. Respondents assert that they are entering into this Agreement to resolve a disputed issue 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. Respondents assert 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 Complainant.**

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, agree to take affirmative action to assure**

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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 comply with all federal and state fair housing laws.
- B. Respondent Heron Pointe Property Owner's Association, Inc.'s operating procedures shall contain provisions to ensure prompt and consistent review and approval of reasonable accommodation requests.
- C. Respondents will 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. Respondent Heron Pointe Property Owner's Association, Inc. agrees to training within three months of the execution of this Agreement.
- E. Respondent Heron Pointe Property Owner's Association, Inc. agrees to be monitored for a period of six-months to ensure compliance with the Agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondent Heron Pointe Property Owner's Association, Inc. agrees to pay the Complainants \$500.00 within thirty days of the execution of the Agreement.
- B. The Complainants will be allowed to keep their gas-powered golf cart as a reasonable accommodation.
- C. Respondents agree not to retaliate against Complainants.

V. RELEASE BY COMPLAINANTS

- A. Upon compliance with the terms of Paragraph IV herein, Complainants hereby release and forever discharge Respondents and their owners, members, agents, representatives, employees, directors, officers, insurers, attorneys, successors, and assigns from any and all any and all claims, demands, debts, rights, actions, causes of action, damages, costs, suits, promises, covenants, agreements, expenses, and compensation of whatever nature related to the matters alleged in the Complaint.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved Party from bringing suit to enforce this Agreement in the event that either party fails to perform the promises and representations contained herein. Nor 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 Complainants and Respondents have complied with the terms of this Agreement. In the event that the Commission determines that Complainant or Respondents have not complied with the terms hereof, the Commission shall send written notice to the violating party and the violating party shall be given a reasonable time period to remedy such non-compliance.

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- B. Complainants 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: [REDACTED]
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-4-19-018
HUD No. 04-20-9435-8

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 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.

< Signature Page to follow. >

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

[Redacted] _____ 06/09/2021
(Date)

[Redacted] _____ 06/09/2021
(Date)

[Redacted] _____ (Date)
President, Heron Pointe Property Owners Association

[Redacted] _____ (Date)

[Redacted] Esq. _____ (Date)
Counsel for Respondents Heron Pointe Property Owners Association and [Redacted]

[Redacted] _____ 6.11.21
(Date)
Counsel for Respondent Gold Crown Management

[Redacted] _____ 6-11-21
(Date)
Conciliator

Janis A. Davis _____ June 25, 2021
Janis A. Davis, Commissioner (Date)

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

[Redacted] _____ (Date)

[Redacted] _____ (Date)

**[Redacted] _____ 6/9/02
(Date)**

President, Heron Pointe Property Owners Association

[Redacted] _____ (Date)

[Redacted] _____ (Date)

Counsel for Respondents Heron Pointe Property Owners Association and Bob Rose

[Redacted] _____ (Date)

Counsel for Respondant Gold Crown Management

[Redacted] Conciliator _____ (Date)

Janie A. Davis, Commissioner _____ (Date)

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

[REDACTED] _____ (Date)

[REDACTED] _____ (Date)

[REDACTED] _____ (Date)

President, Heron Pointe Property Owners Association

[REDACTED] _____ **6/10/21**
(Date)

[REDACTED] _____ **6/16/21**
(Date)

Counsel for Respondents Heron Pointe Property Owners Association and Bob Rose

[REDACTED] _____ (Date)

Counsel for Respondent Gold Crown Management

[REDACTED] _____ (Date)

Conciliator

Janie A. Davis, Commissioner _____ (Date)