

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

**) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION
)**

**) SHAC No. H-1-17-006
) HUD No. 04-17-6898-8
)**

[REDACTED]
Complainant,

vs.

CONCILIATION AGREEMENT

Highlands Homeowner Association, Inc.
Highlands at Wither's Preserve
c/o Cedar Management Group

Waccamaw Management, LLC
Myrtle Beach, SC

[REDACTED]
Highlands Homeowners' Association, Inc.
Myrtle Beach, SC

Respondents.

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), and the Highlands Homeowners' Association, Inc., (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on January 31, 2017 Complainant against Respondent and others 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.

I. CASE SYNOPSIS

The complainant alleges the following in her complaint: her homeowner association has repeatedly failed to respond to her numerous requests to complete the necessary work for her reasonable modifications. The complainant stated when she first purchased her home in 2014 she received approval to install all the aqua therapy items, which included a pool, hot tub and tanning ledge, as a relief for treatment and therapy related to her physical and non-visible disabilities. The complainant stated she informed the board that she would not be proceeding with all the items she was requesting for at least 8 months and the board approved her request and stated that under the terms of the Declaration and Covenants any approvals given by the Board for modifications would not be rescinded or time-barred.

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The complainant stated once the board changed officers, the new board members started requesting that the complainant provide more details regarding her need for the reasonable modifications and instructed her to submit new application. On October 10, 2016, respondents sent the complainant a cease and desist letter requesting that she refrain from filing her fair housing complaint and requested a meeting to discuss the complainant's requests. On November 17, 2016, the complainant received a letter dated November 4, 2016, stating that additional information was needed. The complainant immediately sent the information via e-mail and informed respondents that their letter had not arrived until November 17. The complainant stated that same day respondents sent her a letter backdated for November 15, 2016, denying her application, stating that she had failed to provide the information in response to the November 4, 2016, letter. Complainant was offered a meeting by the Respondents to be held on November 10, 2016, with attendees of Complainant's choice, which she understood would be the Board President and a representative(s) of Gold Crown Management. When the meeting confirmation was forwarded to Complainant, however, she was informed that not only would the above parties be in attendance, but also the rest of the Board, along with Respondents' counsel. Upon being informed of such development, Complainant felt compelled to retain an attorney, necessitating the re-scheduling of the meeting, which, unfortunately, did not occur until March 9, 2017, almost (4) months thereafter. The complainant stated the deliberate lack of action from respondents has caused her to have numerous delays with her project and now she is having difficulty getting her work completed because contractors will not work onsite unless she is present because respondents harass and photograph them whenever she is not around. The complainant stated respondents continue to refuse to acknowledge her requests for modifications and believe they are collectively discriminating against her in violation of the Act.

Respondent and ██████████ and Waccamaw Management, LLC expressly deny having discriminated against Complainant and expressly deny all wrongful conduct and expressly deny all liability. In addition, the Respondents expressly assert that Complainant's contentions are false and meritless. Nevertheless, to avoid further litigation and to end this matter in its entirety, Respondent agrees to settle the claims in this underlying action on behalf of all the Respondents by entering into this Conciliation Agreement.

WHEREAS, the Commission and the Complainant and Respondent hereto wish to reach a resolution of the aforementioned dispute, and reach a full 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 undersigned parties acknowledge that this Agreement is a full settlement of the disputed complaint. The undersigned 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 Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case

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H-1-17-006 HUD Case # 04-17-6898-8 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 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 the Respondent, their employees, successors and all others in active concert with them in the management or operation of Highlands at Wither's Preserve Homeowner Association, Inc.
- 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 and may be publicly disclosed by the parties along with the General Release. SCHAC will redact all references to the names of [REDACTED] and [REDACTED] from the Conciliation Agreement that is posted on the SCHAC website.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure and dismissal of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Respondent's insurance carrier has paid the Complainant \$22,500 in attorney's fees within thirty (30) days of the dismissal of this action.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, 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. Respondent agrees to comply with all federal and state housing laws.
- B. Respondent agrees to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees 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.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to allow Complainant to complete construction on the therapy pool at the side and back of her home in its current location without requiring any additional documentation or information from Complainant.
- B. Complainant agrees to have the construction of the therapy pool completed within 200 days after the date in which this agreement is signed.

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- C. Prior to transferring the deed to the property, Complainant agrees to reduce the size of the therapy pool to remove the portion of the pool adjacent to the side of the home. Complainant will not add additional height, width or depth to the therapy pool at any time.
- D. Respondent's insurance company agrees to pay Complainant \$22,500 in attorney's fees within thirty (30) days of the dismissal of this action, and Complainant agrees to release all further claims for attorney's fees.
- E. Complainant agrees that the following projects must begin within 90 days after this agreement is signed and will be completed within 200 days after this agreement is signed, and Respondent agrees that no further documentation need be submitted by the Complainant to the ACC before starting these projects:
 - a. Therapy pool;
 - b. Paving two walkways to the home;
 - c. Paving the front porch of the home;
 - d. Erecting a fence with a gate on the left side of the home

Respondent shall issue a letter of construction approval for the above projects, indicating that the Respondent does not object to the Complainant proceeding with above projects so long as they are done in conformance with the applications submitted on June 21, 2017. Complainant shall be responsible to obtain all required building permits before commencing work on the above projects. Complainant shall not proceed with any of the above projects until the Complainant obtains all required building permits for the above projects.

- F. Complainant agrees that her application for a privacy fence will be denied and that she gives up all claims related to the privacy fence.
- G. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter, and Complainant agrees that there shall be no retaliation of any kind against the named Respondents.
- H. Complainant withdraws and dismisses all claims against ██████████ and Waccamaw Management, Inc.
- I. Concurrent with the execution of this Conciliation Agreement, Complainant agrees to execute a General Release releasing the Highlands Homeowners' Association, Inc., and ██████████ and Waccamaw Management, Inc., from all possible claims arising out of all conduct, whether known or unknown, that occurred at any time prior to the execution of this Agreement and the dismissal of this action.

V. RELEASE BY COMPLAINANT

- A. Complainant agrees to release and forever discharge Respondent and Respondent's past and current employees, agents, homeowners, board members, committee members, management companies, successors, insurers, attorneys, and assigns from any and all claims which may be raised on account of the matters raised herein.

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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 Respondent 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 conciliation agreement. The Commission shall determine whether Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondent 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-1-17-006
HUD No. 04-17-6898-8

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.

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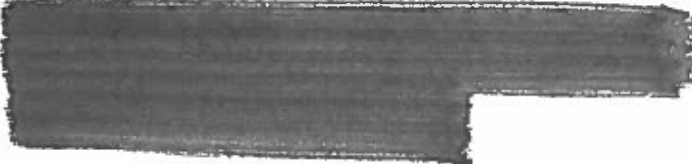
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(Date)

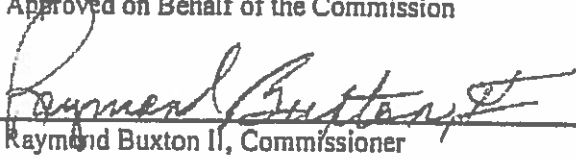
Representative of
Highlands Homeowners' Association, Inc., Respondent

(Date)



9-1-17
(Date)

Approved on Behalf of the Commission


Raymond Buxton II, Commissioner

9/13/17
(Date)