

STATE OF SOUTH CAROLINA  
COUNTY OF

[REDACTED]

Complainant,

vs

Waccamaw Management Company  
P. O. Box 51558  
Myrtle Beach, SC 29579

Residents' Club Owners' Association, Inc.  
[REDACTED] registered agent  
1040 William Hilton Parkway, Ste. 200  
Hilton Head Island, SC 29928

[REDACTED]  
Residents' Club Owners' Association  
P. O. Box 51558  
4102 Carolina Commercial Drive  
Myrtle Beach, SC 29579  
Respondent.

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION  
)

) SHAC No. H-2-17-004  
) HUD No. 04-17-7824-8  
)

)  
) CONCILIATION AGREEMENT  
)

)  
) This compromise Conciliation Agreement is entered into by and between the South Carolina  
) Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter  
) "Complainant"), versus Waccamaw Management, Residents' Club Owners Association, et. al., and [REDACTED]  
) [REDACTED] (hereinafter "Respondent").  
)

) WHEREAS, a verified complaint was filed on April 10, 2017 by Complainant against Respondent  
) 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  
)

) Complainant [REDACTED] identifies himself as a person who has a visible physical  
) disability. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act")  
) protects from unlawful discrimination because of disability. The Complainant resides at the subject  
) property located at 1537 Beaumont Way, Myrtle Beach, Horry County, SC 29577. The Respondents are  
) Peggy Freeman for Residents' Club Owners' Association; and Waccamaw Management,  
) Company.  
)

) The Complainant alleges that the Respondent is denying his requests for reasonable modification and  
) failed to provide access to the common area. The Complainant states that his latest denial occurred on  
) March 21, 2017 when the board denied him the right to access the pool safely with the use of his own  
)

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personal assistance device. The Complainant states that the board ruled to table his request to install a permanent lift for safe access to the community pool area until sometime in 2018. The Complainant said the board unanimously denied a request for an individual to bring a personal pool lift to the pool for use. The Complainant states that the Respondent did not give him a reason for its treatment of him, but stated in the newsletter "the pool lift would become more of an issue as the entire community ages." The Complainant states that the Respondent is refusing to address his needs only; therefore, he has to wait until more people need the same accommodations. The Complainant is being subjected to disparate terms and conditions; he is being denied the access and privilege that non-disabled club owners are afforded in order to safely enter and exit the common pool area. The Complainant states that the Respondent also did not offer her any alternative solutions.

Respondent denies having discriminated against Complainant, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

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

- A. The terms set forth herein are contractual and not merely a recital.
- B. 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.
- C. This conciliation agreement fully and completely resolves all issues arising out of SCHAC Case #11-2-17-004/HUD Case #04-17-7824-8 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 of [Waccamaw Management Company and Residents' Club Owners' 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.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.

- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

### 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, handicap, familial status, or national origin.
- D. The Property Manager for the Respondent Association agrees to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement.

### IV. RELIEF FOR COMPLAINANT

- A. Respondent, Resident Club Owners Association, agrees to install pool lift that meets ADA specifications.
- B. 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.

### V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

### 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 the 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 the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the

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Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the 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 SCHAC and HUD case numbers, which are as follows:

SCHAC No. H-2-17-004  
HUD No. 04-17-7824-6

**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]

7/19/17  
(Date)

[Redacted Signature]

7/14/17  
(Date)

[Redacted Signature]

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[Redacted Signature]

7/19/17  
(Date)

Approved on Behalf of the Commission:

*Raymond Buxton II*  
Raymond Buxton II, Commissioner

7-25-17  
(Date)