

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

[REDACTED]  
P.O. Box 332  
Clearwater, SC 29822

Complainant,

vs.

Clearwater Village, a Limited Partnership  
c/o C T Corporation System, registered agent  
2 Office Park Court, Ste. 103  
Columbia, SC 29223

[REDACTED]  
Clearwater Village Apartments  
5016 Westminster Way  
Clearwater, SC 29842

[REDACTED]  
Clearwater Village Apartments  
P. O. Box 26560  
Greensboro, NC 21415

Respondent.

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION

) SHAC No. H-1-18-010  
) HUD No. 04-18-1412-8

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 Clearwater Village, a Limited Partnership, [REDACTED] and [REDACTED] (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on February 13, 2018, 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 disability. Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of disability. The subject property is located at 5016 Westminster Way, Clearwater, (Aiken County), South Carolina 29822. Complainant said that his neighbor complains about his television being too loud, and Respondent [REDACTED] told him to try to keep the noise down. Complainant said he has the volume loud because of his disability. Complainant alleged that he asked Respondent for a reasonable accommodation to transfer to a corner unit so that there would be more walls between him and the neighbor in order to help with the noise. Complainant alleged that Respondent denied his accommodation request on December 13, 2017, when he contacted the main office to speak with the regional manager, [REDACTED]

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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**

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 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 #H-4-18-010 / HUD Case #04-18-1412-8 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 Respondent, their employees, successors and all others in active concert with them in the ownership or operation of Seaside Grove at Carolina Forest Apartments, 101 Augusta Plantation Drive, Myrtle Beach, SC, 29579.
- 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 Respondent 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 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

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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.
- D. Respondent employees, who interact with home seekers, applicants, and residents, shall complete Fair Housing training, provided by a qualified agency of Respondent's choosing, within six months from the date of the signed agreement. Respondent shall provide certificates/proof of training to the Commission within six months from the date of the signed agreement.
- E. Respondent agrees to provide the Commission copies of Reasonable Accommodation policies currently in use at Clearwater Village within 15 days from the date of this agreement. Respondent agrees to cooperate with the Commission to make recommended updates to the policies within six months of the date of the signed agreement.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondent shall be deemed to have approved Complainant's transfer request and delivered possession of unit #1201 to Complainant effective February 24, 2018.
- B. Respondent agrees to waive all transfer fees related to Complainant's transfer to unit #1201.
- C. Complainant agrees to take reasonable action to prevent future noise complaints from neighbors around unit #1201; including placement of his television along an outer wall that does not adjoin another unit. Complainant agrees that, should future noise complaints arise from his direct neighbors, he will take reasonable action to reduce the noise.
- D. 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 Respondent fails to

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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(s) and Respondent(s) 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-4-18-010  
HUD No. 04-18-1412-8

**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]

3-10-18

(Date)

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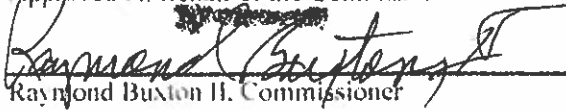
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██████████  
██████████ of Clearwater Village, a Limited Partnership (Date) 3/6/2018  
Respondent

██████████  
██████████ Respondent (Date) 3/6/2018

██████████  
██████████ Conciliator (Date) 3/19/18

Approved on Behalf of the Commission

  
Raymond Buxton II, Commissioner

3/26/18  
(Date)