



## 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 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 Agreement fully and completely resolves all issues arising out of SHAC Case #[H-2-20-035] /HUD Case # [04-20-2718-8] 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 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 Complainant and upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of properties owned by Renaissance Tower Horizontal Property Regime located at 5905 S. Kings Hwy., Myrtle Beach, SC.
- E. Complainant agrees that all of the information regarding this settlement/conciliation agreement including, but not limited to, the terms of the agreement and any payments made to or on behalf of Complainant as a result of the Settlement of this matter shall not be divulged by Complainant. The terms of this Conciliation Agreement shall be kept strictly confidential and provided only by, between and among the parties to this unless required in connection with any legal action brought related to any breach of the terms herein.
- 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 Complainant(s) and Respondent(s) 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 the elimination of discriminatory housing practices and the prevention of their occurrence in the

future, including, but not limited to the following:

- A. Complainant and Respondents will comply with all current and future federal and state fair housing laws.
- B. Respondents' operating procedures shall contain provisions to insure 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, Renaissance Tower Horizontal Property Regime agrees to Fair Housing Training for its Board of Administration within three months of the execution of this Agreement
- E. Respondents agree to change their policies and procedures with regard to Emotional Support Animals to reflect policies consistent with the South Carolina Fair Housing Law.
- F. Respondents agree to remove discriminatory Service animal sign in front of building.
- G. Respondents agree to notify all tenants via email or post a notification in an area conspicuous to all tenants stating that Emotional Support Animals are allowed on the property with proper documentation. Respondents agree to allow the Commission to review the email or sign prior to distribution or posting.

#### **IV. RELIEF FOR COMPLAINANT**

- A. Respondents have waived all Complainant's fees related to the bird/emotional support animal.
- B. Respondents agree to a settlement of \$584.00 to be credited to Complainant's account.
- C. Respondent and Complainant agree not to retaliate against the other party.

#### **V. RELEASE BY COMPLAINANT**

- A. Upon compliance with the terms of Paragraph IV herein, Complainant hereby releases and forever discharges Respondents and their owners, members, agents, representatives, employees, directors, officers, insurers, attorneys, successors, 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 Complainant and Respondents have

**Conciliation Agreement**

[Redacted] vs. [Redacted] Renaissance Tower Horizontal Regime  
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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.

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: [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-2-20-035  
HUD No. 04-20-2718-8

**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.

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

[Redacted Signature]

Complainant

5/27/21  
(Date)

[Redacted Signature]

Attorney in Law for

5/19/21  
(Date)

