

TIM SCOTT  
SOUTH CAROLINA

167 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON, DC 20510  
PHONE: (202) 224-6121  
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## United States Senate

COMMITTEES:  
AGING  
COMMERCE, SCIENCE,  
AND TRANSPORTATION  
ENERGY AND NATURAL RESOURCES  
HEALTH, EDUCATION, LABOR,  
AND PENSIONS  
SMALL BUSINESS AND ENTREPRENEURSHIP

August 20, 2014

Mr. Bernard Fulton  
Dept. Asst for Congressional Relations  
US Dept. of Housing and Urban Development  
451 7th Street SW, Room 10148  
Washington, DC 20410-0001

Dear Mr. Fulton:

I am writing on behalf of my constituent, Suzanne J. Engelmann, about a complaint she filed with SC Human Affairs in December, 2013. Ms. Engelmann is alleging discrimination under the Federal Housing Act. She states she has tried working with state and local officials to no avail. Enclosed is a copy of her letter for your review.

Please address the questions and concerns outlined in Ms. Engelmann's correspondence, with respect to governing rules and regulations. I have assured Ms. Engelmann that I would write to emphasize my interest in her case and to help obtain a reply from your office.

Thank you for your help. Please feel free to call Claudia Bentley of my staff at 843-727-4525 if you have any questions or need additional information. I look forward to your prompt reply to our Charleston office.

Sincerely,



Tim Scott  
United States Senator

TS/cb

TIM SCOTT  
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## PRIVACY ACT RELEASE

I am aware that the Privacy Act of 1974 prohibits the release of personal information without my approval. I (print name) SUZANNE J. ENGELMANN do hereby authorize Senator Scott and/or his staff to access the information necessary to assist me

Sign and Date Suzanne J. Engelman Date: August 13, 2014  
Address 340 Rocky Top Drive (Unit 38B)  
Greenville,  
South Carolina 29615  
Telephone 864-232-8001  
Email engel.sj77@gmail.com  
Social Security Number 045-34-8674  
Date of Birth Sept. 13, 1942

Would you like our office to share information we obtain on your behalf with someone else? Yes  No

If yes, please provide his/her name and contact information: \_\_\_\_\_

Please describe the situation with which you need assistance: UNDER Federal Fair Housing law  
Requested accommodation for ingress/egress to my condo  
unit for handicap. Condo to my knowledge did not/does not  
receive federal monies. Board of Directors of the Summit  
at Pelham Springs has never replied to, or provided  
accommodation requested Sept 30, 2013 (in writing) July  
Dec. 2013 Filed complaint with S.C. Dept. of Human Affairs.  
They have done nothing! Aug. 7, 2014 met with commissioner  
Boston who had not even reviewed my file. I told him  
the case needs to be handled directly by HUD. Respondents  
hired a lawyer at Nelson Mullins, have been harassing me  
(interviewed) a HUD denied me HOA services from William  
Devaha's Property Management Co. Building in violation of  
1991 access codes. JFE - 13 August 2014

GREENVILLE OFFICE  
40 WEST BROAD STREET, SUITE 310  
GREENVILLE, SC 29601  
PHONE: (854) 233-6365  
FAX: (853) 602-6355

NORTH CHARLESTON OFFICE  
2500 CITY HALL LANE, 3RD FLOOR  
N. CHARLESTON, SC 29403  
PHONE: (843) 737-4326  
FAX: (843) 602-6355

COLUMBIA OFFICE  
1301 GERVAS STREET, SUITE 626  
COLUMBIA, SC 29201  
PHONE: (803) 771-6112  
FAX: (856) 602-6355

**Bentley, Claudia (Scott)**

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**From:** Engelmann Suzanne <engel.sj77@gmail.com>  
**Sent:** Wednesday, August 20, 2014 10:56 AM  
**To:** Bentley, Claudia (Scott)  
**Cc:** Engelmann Suzanne  
**Subject:** HOUSING DISCRIMINATION COMPLAINT

**TO: Tim Scott, United States Senator**  
**C/O: Claudia Bentley and Jeremy Tolbert**  
**RE: Housing Discrimination Complaint**  
**HUD NO.04-14-0229-8**  
**SHAC NO: H-4-13-012**

**FROM: Suzanne J. Engelmann**  
**340 Rocky Top Drive,**  
**Greenville, SC. 29615**  
**tel.: 864-232-8001**  
**e-mail: [engel.sj77@gmail.com](mailto:engel.sj77@gmail.com)**

**PLEASE REFER TO OUTLINE E-MAILED SEPARATELY, and**  
**PLEASE REFER TO MY LETTER OF REQUEST TO COMMISSIONER BUXTON OF SC. HUMAN**  
**AFFAIRS(SHAC).**

**I have requested a change of authority from SHAC to HUD.**  
**The action I request HUD to take: A complete, timely investigation by an experienced disability and**  
**aging investigator.**

**Please send all of my documents to Washington, DC.**

**I give permission for your office to release information to Governor Haley's office.**

**EXHIBITS: nine (9) (13) pages are being e-mailed to your office.**

**In advance, thank you, and please contact me for any additional information.**

**Most Respectfully Yours,**

**Suzanne J. Engelmann**  
**August 20, 2014**

## **Bentley, Claudia (Scott)**

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**From:** Engelmann Suzanne <engel.sj77@gmail.com>  
**Sent:** Wednesday, August 20, 2014 10:08 AM  
**To:** Bentley, Claudia (Scott)  
**Cc:** Tolbert, Jeremy (Scott)  
**Subject:** HOUSING DISCRIMINATION COMPLAINT

**Subject: Housing Discrimination Complaint**  
**Engelmann, Suzanne v. The Summit at Pelham Springs HOA**  
**HUD Case No. 04-14-0229-8**  
**SHAC Case No. H-4-13-012**

**Contact information:**  
**Suzanne J. Engelmann**  
**340 Rocky Top Drive (38B)**  
**Greenville, S.C. 29615**  
**Tel: 864-232-8001**  
**c-mail: [engel.sj77@gmail.com](mailto:engel.sj77@gmail.com)**

**I. The PURPOSE OF THIS DOCUMENT is to provide factual information re:**

- 1. The Fair Housing Act : section 800 (42 U.S.C. 3601,3602)**  
**section 804 (42 U.S.C. 3604) (3) (B) (C)**  
**section 818 (42 U.S.C. 3617)**
- 2. Violations of the Act**
- 3. Factual evidence re: the violations**

**II. FYI: INFORMATION RE: FEDERAL FAIR HOUSING ACT:**

**. Generally, the Fair Housing Act makes it unlawful to refuse to make "reasonable" accommodations to rules, policies, practices, services, when such accommodations may be necessary to afford persons with disability an equal opportunity to use or enjoy a dwelling.**

**. The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability" which is used in other civil rights laws.**

**. Persons with "disabilities" ("handicaps") are individuals with mental or physical impairment which substantially limits one or more life activities such as mobility (walking).**

**. The Fair Housing Act also protects persons who have a record of such impairment, or are regarded as having such an impairment.**

**III. FAIR HOUSING ACT DESIGN AND CONSTRUCTION REQUIREMENTS:**

**. The Fair Housing Act also requires that multi-family housing built for first occupancy after March of 1991 contain accessible features for persons with disabilities.**

**. Under the Act the building must include public and common areas that are accessible to and**

**usable by persons with disabilities.**

**. Hud Press Release HUD No. 13-055**

**. Requirements are an accessible building entrance on an accessible route that is a continuous unobstructed path.**

**. Public and common use areas must be accessible.**

#### **IV. THE SUMMIT AT PELHAM SPRINGS:**

**.The Summit was built appx. 2002 and thereafter.**

**. Each of the five buildings has six dwelling units and six garages. (A two car garage is provided for each dwelling unit).**

**. In violation of the SUMMIT MASTER DEED and BY-LAWS, which state that unit owners (residents) vehicles must be parked in garages, some owner's vehicles (including vehicles of persons on the Board of Directors (BOD) are parked on a continual basis in violation of both the Summit Master Deed and the Fair Housing Act, obstructing an accessible route to the building entrances, public and common use areas.**

**. The Summit Master Deed and By-laws are legal documents written to assure ALL residents have full enjoyment of fair housing rights.**

**.Selective enforcement and discriminatory policies remain in place.**

**. Preferences have been given to certain individuals, limiting the property rights of others.**

**. Oral and written statements have given preference; the intention was and remains to give preferential treatment.**

**.Preference limitation has also been "advertised" in documents re: resident parking on common areas.**

**. The Summit HOA is a corporation, and the master deed and by-laws are a legal, binding contract between the HOA and its members. The Summit HOA BOD owes to its members a duty of utmost care, honesty, loyalty; including due diligence and compliance with federal laws. To do otherwise is BREACH OF CONTRACT.**

**.THE SUMMIT MASTER DEED STATES THAT ALL GOVERNMENT REGULATIONS MUST BE COMPLIED WITH.**

**. Please refer to my SEPTEMBER 30, 2013 REQUEST FOR REASONABLE ACCOMMODATION**

to the SUMMIT HOA BOARD OF DIRECTORS, and Ms. KITTY CHASTINE, owner of CHASTINE

PROPERTY MANAGEMENT. Ms. Chastine was the Summit property manager at the time of request.

.The Summit BOD: (Steven Mudge, president; Ned Marshall, vice president; Ervin Pruitt; Frank Garlock; and Brenda Busby).

. The Summit Board of Directors did not respond to my request. They effectively denied my request.

. The BOD were well aware that I have a record of having a substantial mobility impairment, and I that I was regarded as having such impairment.

It was visible when I used crutches and a walker.

A handicap placard is, and has been, visible in my vehicle.

. A refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling, for purposes of Section 31-21-40(6), is discrimination.

. Condominium BOD's, HOA's that exercise control over common spaces within the development may not refuse reasonable accommodation requests for residents with disabilities.

. Discrimination against any person in the terms, conditions, or privileges of a dwelling, or in the provision of services or facilities in connection with such dwelling because of the disability of that person is unlawful.

.Denial of my request, and the refusal of the BOD to meet its obligations under the Law, denied me as a person with a disability, the full realization of all human rights and fundamental freedoms on an equal basis with others.

. The RESPONDENTS, Ms. Kitty Chastine and Mr. Steven Mudge (Summit BOD president from Jan.

2012- Dec. 2013) both engage in residential real estate transactions such as the businesses of renting, selling and managing dwellings.

Mr. Mudge is a partner in Serrus Capital Partners, which has acquired properties from banks; properties obtained at below fair market value. Serrus also operates residential real estate investment funds.

. Also on the BOD: Ervin Pruitt (also in the business of residential rentals), Brenda Busby, a realtor. Frank Garlock is a retired music teacher.

. I did not name the other BOD members in my complaint due to fear for my safety.

. However, I AMENDED MY COMPLAINT on March 25,2014, naming James (Ned) Marshall, a BOD

member( also rents residential units) for refusal to remove obstructions he willfully placed to block my fire and emergency exit.

. Although told his actions were in violation of fire codes for over two and a half years, he continued blockage to deny my rights to the use of common and limited common elements and to deny my exit in an emergency. Well aware of the situation, Mr. Mudge, the Board president did nothing. Neither did Ms. Chastine the Summit Property Manager. Greenville Fire Department officials, marshals who observed the blockage violation sent no violation notices to Mr. Marshall. They did nothing to alleviate the unsafe conditions.

. This member of the BOD's behavior of defiance, continued refusal to comply with regulations, and abusive attacks when reminded of non-compliance, demonstrate gross contempt for the rights of others and societal norms at large.

. Actions of all the aforementioned persons placed me in a position of unnecessary danger.

. My living conditions were, and continue to be unsafe. I had, and continue to have no peace of mind with regard to such.

.ELDER ABUSE occurred, and continues.

#### **V. HUD's ENFORCEMENT OF FAIR HOUSING ACTS:**

**HUD's ENFORCEMENT OF FAIR HOUSING ACTS, PROTECTIONS FOR PERSONS WITH DISABILITIES, HAVE ADDRESSED TWO MAJOR AREAS:**

- 1. DESIGN AND CONSTRUCTION, 1991, as mentioned above. Multi-family housing.**
- 2. ZONING AND OTHER REGULATIONS CONCERNING LAND USE : UNNECESSARILY RESTRICTING INGRESS, EGRESS.**

**USABILITY should not be confused with ACCESSIBILITY. ACCESSIBILITY MUST BE AVAILABLE to ALL people whether they have a disability or not.**

**I requested the BOD make a reasonable accommodation in land use, where such accommodation was necessary to afford me with an opportunity to use ,enter and exit the building entrance so as to use and enjoy my home. I had, and have, no safe, reliable, unobstructed access.**

#### **VI. A PATTERN AND PRACTICE OF DISCRIMINATION, AND THE DENIAL OF EQUAL RIGHTS:**

**for use of the common areas (land use) has been an ongoing practice since January 2012 when Mr. Mudge seized the BOD presidency via a lawsuit. Some residents have been treated differently and less favorably, and not given fair consideration. Documentation of complaints exists.**

**. I have been treated differently and less favorably than non-disabled persons.**

**. IN THE EXERCISE OF MY RIGHTS UNDER THE ACT (42 U.S.C. 3617) I HAVE BEEN INTERFERED WITH AND RETALIATED AGAINST. VIOLATION OF THE ACT: ( 818-interference.)**

**1. The current property management company, William Douglas Property Management, has since July, 2014 at the direction of the Summit BOD denied me services for which I paid, and continue to pay for.**

**I have been "singled out", treated differently and less favorably.**

**.Persons who are in arrears with HOA fees continue to receive services.**

**.Persons in violation of the Master deed, by-laws and federal regulations continue to receive services.**

**. On Friday, July 25, 2014, following my previous requests for replacement of lightbulbs in the limited common area for safety, I received a telephone call from the William Douglas regional manager. He only gave the name, John, and falsely accused me of filing a lawsuit against the Summit HOA.**

**. John told me:" We take direction from the Summit BOD, and William Douglas has been told by BOD and Nelson Mullins Law Firm not to answer your calls or e-mails for services." "If you want services call Nelson Mullins."**

**(The law firm was retained by the respondent, Steven Mudge, and there is reason to believe that HOA funds are being used to pay for his legal services without proper notification of and vote by all HOA members.) I am paying for an attorney who opposes me. I am now placed further at risk with my living conditions; in hazardous Jeopardy.**

**2. On July 26 and 31, 2014 and on August 4 , 2014 I was also "singled out" and treated differently, less favorably.**

**. On July 26 I used a small grill (to cook one chicken leg) on my front entry (a limited common element reserved exclusively for use by my unit.)**

**. On a routine basis residents have and continue to use grills of various types. The Master Deed and By-Laws state nothing about grilling.**

**. The fire department was called by Mr. Marshall's tenant following the tenant's arrival home and the grilling done.**

**. I became the target of abuse and harassment from the tenant, who had previously done same by blocking my garage exit, as well as entering my front entry.**

**. On July 31 a fire marshall, Jeff Giovanetti, came to my door with the property manager, Ms. Lisa Claussen from William Douglas. Ms. Claussen said nothing and stood far away so she was barely visible.**

**. The fire marshal requested my grill which I had already removed. He then interpreted the Summit Master Deed, and told me my front entry was a common element for anyone to use.**

**. On August 1 (Friday) I learned a BOD meeting took place.**

**. On August 2 (Saturday) I received notice of a certified letter from BOD Marshall's tenant.**

**. On August 4 (Monday) a letter was sent to me from the fire department stating I was in violation of numerous codes, and that I would be fined if I did not correct said violations**

**within**

**seven days.**

**The violations were not applicable to me except for the grill.**

**. On August 5 (Tuesday) I received the violation notice and immediately called Mr. Shirley the head fire marshal. The letter was signed by no individual, and the contact provided was on vacation beginning August 4 for over seven days. I was told to call back.**

**All violations stated (except for the grill which I removed) pertained to the building and another dwelling.**

**.On August 7 (Thursday) the Property Manager and fire department personnel conducted fire tests in all buildings. Interior unit tests usually done in June have not been done. Nor has the annual elevator inspection taken place.**

**the**

**. I twice called (On Aug. 11, 14) to the Greenville City Manager, and requested corrections to violations of which I was accused be made.**

**. To date, this has not been properly done.**

**. Note that on Dec. 14, 2011 the Fire Chief and Mr. Shirley came to the Summit and met with then BOD President, Sandra Jones and I re: fire code violations: the emergency fire exit blockage by Mr. Marshall, and the doorway created by BOD member Pruitt through**

**the**

**block fire wall in his unit.**

**No violation notices were served; nothing else was done.**

**.At that time Mr. Shirley told Ms. Jones and I how long and how well he knew Mr. Marshall and his family.**

## **VII. TWO MODELS OF DISABILITY:**

### **1. THE MEDICAL MODEL OF DISABILITY:**

**A problem of the person directly caused by disease, trauma, surgery.**

**Requires sustained medical care provided in the form of individual treatment by professionals.**

**Aim of management is a "cure", "almost cure", or "effective cure".**

**Medical care is the main issue.**

### **2. THE SOCIAL MODEL OF DISABILITY:**

**A socially created problem. Created by the social environment.**

**Management of the problem requires social action, and is a collective responsibility of society at**

large to make the ENVIRONMENTAL MODIFICATIONS necessary for full participation of person(s) with disability.  
Requires community social change and compliance with all regulations. FAIR HOUSING ACT.

THE SURROUNDING SOCIETY AND ENVIRONMENT CAN, OR MAY BE, MORE LIMITING THAN THE DISABILITY/ LIMITATION ITSELF.

VIII. REASON FOR MY SEPTEMBER 30, 2013 FORMAL REQUEST FOR REASONABLE ACCOMMODATION:

1. Numerous previous verbal and written requests by myself and other residents to BOD for compliance with master deed parking regulations and accessibility ignored.
2. Scheduled for Oct. 2, 2013 complete surgical revision of my right hip by orthopedic surgeon, Thomas Fehring, M.D. in Charlotte, N.C.  
. The surgical procedure of revision is extremely serious; requires lengthy hospitalization, and that the patient be non-weight bearing.
3. Anticipating that when I would be able to return home I would require a walker for mobility, I was very concerned about safe, reliable accessibility to the entrance of my building.

IX. REASON FOR FILING SHAC COMPLAINT DECEMBER 3, 2013:

1. Following an extremely difficult surgery of five hours, I was in the hospital and rehabilitation for almost three months.
2. Due to my serious condition I remained very concerned, and expressed to caretakers, whether or not I would have safe, unobstructed access to my building entrance when discharged.
3. By early Dec. 2013 my request for accommodation by the Summit Board was not granted.
4. I was informed in early Dec. 2013 by two residents that I would not have safe, reliable accessibility to my building entrance due to vehicles continuing to park in violation and block the entrance, and that attempts to navigate between vehicles blocking the entrance while required to use a walker would be dangerous.
5. Early Dec. 2013 I was allowed to bear some weight on my leg using a walker. I was looking forward to going home for the holidays.
6. Due to being told by other residents that accessibility remained unsafe, obstructed and unreliable, I was required to remain in skilled nursing for three more weeks at additional expense, and had extremely depressing holidays.

7. TO DATE, AUGUST 20, 2014: the Summit BOD has refused to comply.  
It has not been confirmed whether or not property manager, Ms. Kitty Chastine submitted my request to the Board. When I hand delivered my request to her, she told me, "you look terrible, you can hardly walk, what happened?"  
I told Ms. Chastine I was being hospitalized for a total hip revision.  
(Later I learned that the majority of the Summit community knew about my surgery. I had told no one. Only Ms. Chastine and asked that she present my request for accommodation to the BOD.)

**8. BOD President Mudge states he knew nothing about my request.**

**Regardless, he previously knew I had a disability; received requests to comply with the Master Deed and Fair Housing Act. All were ignored.**

**9. JANUARY 2014: BOD members Ned Marshall, Frank Garlock, and Brenda Busby observed me mobilizing with a walker.**

**10. The entire BOD was notified and aware of my HUD-SHAC complaint when they received notice of such.**

**PREPARED BY: SUZANNE J. ENGELMANN, AUGUST 20,2014**

EXHIBIT (1) one  
340 Rocky Top Drive  
Greenville, S.C. 29615  
30 September 2013

NOTICE TO: SUMMIT H.O.A. BOARD OF  
DIRECTORS AND Chastine Property Management  
RE: Handicapped access to the Summit.

- Please be advised that I  
REQUIRE handicapped entry -  
exit to, from my home.
- Vehicles parked on a continual  
BASIS IN the area adjacent  
to the building wall and entry  
gate deny handicapped access  
via ambulance, van, wheelchair,  
and or other assistive devices.
- Please immediately correct so  
the Summit is in compliance with  
all regulations governing handicap  
access, and that I may have  
ingress/egress to my home.

Thank you for your co-operation.  
Suzanne Engelmann

Rec'd. by: Kathy Chastine  
9-30-2013

December 4, 2013

HOUSING DISCRIMINATION COMPLAINT

CASE NUMBER: H-4-13-012

1. **Complainants**

Suzanne Engelmann  
340 Rocky Top Drive  
Greenville, SC 29615

2. **Other Aggrieved Persons**

None.

3. **The following is alleged to have occurred or is about to occur:**

Failure to make reasonable accommodation.

4. **The alleged violation occurred because of:**

Handicap.

5. **Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):**

The Summit Condominiums  
340 Rocky Top Drive  
Greenville, SC 29615

6. **Respondent(s)**

Kitty Chastine, property manager  
The Summit HOA  
38 Parkway Commons Way  
Greer, SC 29650

Steve Mudge, President  
The Summit HOA  
Ferrus Capital Partners, Inc.  
2 Davis Keats Drive  
Greenville, SC 29670

7. **The following is a brief and concise statement of the facts regarding the alleged violation:**

The complainant, Suzanne Engelmann, lives at The Summit HOA, 340 Rocky Top Drive, Greenville, SC 29615. The complainant has lived in the respondent's condominiums since December 29, 2006. The respondents are Kitty Chastine, property manager for The Summit HOA at 38 Parkway Commons Way, Greer, SC 29650; and Stephen H. Mudge, President of the Summit HOA, Ferrus Capital Partners, Inc. 2 Davis Keats Drive, Greenville, SC, 29670. The complainant

identifies herself as a person with a physical disability. The complainant belongs to a class of persons whom the Fair Housing Act (the Act) protects because of disability.

The complainant alleges that she wrote the Board on September 30, 2013, and requested of them to provide the reasonable accommodation of a handicap parking space in order to make it possible for her to get to and from her apartment. The complainant alleges that the Board did not respond to her request for the accommodation. The complainant alleges that she will not be able to get to and from her apartment if the respondent does not accommodate her.

The complainant believes the respondent has discriminated against her by denying her reasonable accommodation in violation of Section 801(7)(3)(B).

8. The most recent date on which the alleged discrimination occurred:

September 30, 2013, and is continuing.

9. Types of Federal Funds identified:

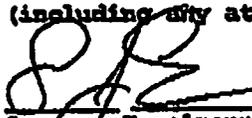
None.

10. The acts alleged in this complaint, if proven, may constitute a violation of the following:

Section 804F3B of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

Please sign and date this form:

I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

  
Suzanna Engelmann

3 Dec. 2013  
(date)

**NOTE: HUD WILL FURNISH A COPY OF THIS COMPLAINT TO THE PERSON OR ORGANIZATION AGAINST WHOM IT IS FILED.**



Raymond Buxton, II  
Commissioner

STATE OF SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION



1026 Sumter Street, Suite 101 (29201)  
Post Office Box 4490  
Columbia, South Carolina 29240-4490  
(803) 737-7800 (803) 737-7835 Fax

www.state.sc.us/schac  
(800) 521-0725 In-State

March 20, 2014

Suzanne Engelmann  
340 Rocky Top Drive  
Greenville, SC 29615

*Signed Mar. 25, 2014  
mailed Mar. 26, 2014*

RE: Suzanne Engelmann vs. The Summit HOA; Kitty Chastine; Steve Mudge; John McDonald  
SHAC # H-4-13-012

Dear Ms. Engelmann:

The enclosed complaint has been amended for the following reason(s):

1. To include an allegation.

Please sign the amended complaint, and return it to this office within 5 days.

If you have any questions concerning this amendment, please write or call me. You can reach me at (803)737-5705 or [jbrown@schac.sc.gov](mailto:jbrown@schac.sc.gov).

Sincerely,

*Jessica Brown*  
Jessica L. Brown  
Investigator

## The Summit at Pelham Springs

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June 23, 2010

To: All Homeowners at The Summit at Pelham Springs

From: C Dan Joyner Property Management and The Board at The Summit at Pelham Springs

Subject: Please keep your garage doors closed and Do not leave your dog on the decks when you are not home

---

There is a concern of homeowners leaving their dogs on the front or back porches when they are not home and the dogs are barking at all different times C Dan Joyner has received several complaints. Per the covenants, conditions and restrictions for The Summit at Pelham Springs, page 10, section 4, **PETS**- No animal shall be permitted to go beyond the perimeter of any Residence or Unit unless the animal is on a leash and under control of its Owner or the Owners agent. There is also Section #3; **Quiet Enjoyment**- No obnoxious or offensive activity shall be nuisance or annoyance to residents within the Property.

**Concerning Garage/ Parking**- See page 11, section 11, Garage doors to Units shall be kept closed except for the ingress and egress of vehicles and the deposit and removal of objects and items to and from a Unit. Recurrent parking of vehicles in any location other than with in garages appurtenant to Units or designated Parking Areas is prohibited.

If you have any concerns on either one of these matters, please do not hesitate in contacting Catherine at C Dan Joyner Property Management at 864-678-5368 or email [cbolick@cdanjoyner.com](mailto:cbolick@cdanjoyner.com).

Thank you,

Catherine Bolick  
C. Dan Joyner Property Management

*The Summit at Pelham Springs Property Owners Association  
c/o Chastine Property Management, Inc.*

December 28, 2011

NOTICE

All Summit Owners and Occupants

The Master Deed of The Summit at Pelham Springs clearly states the following: (page 11, section 10)

*Recurrent parking of vehicles in any location other than within garages appurtenant to Units or designated Parking Areas is prohibited.*

There are no designated parking areas at the Summit other than the unit's garage. Parking spaces in front of the tower is defined in the Master Deed as a "General Common Element" which may not be used for recurrent parking of vehicles

Long term parking is not allowed on the community streets or at the pool parking lot. "Long term" is defined as overnight or longer period of time. (refer to Pelham Springs Amenities rules and regulations).

Vehicles left at the pool parking lot, on the street or parked in front of the Towers without prior approval are subject to being towed at the owner's expense.

Thank you for your cooperation.  
The Summit at Pelham Springs

75% to change  
or amendments.  
EXHIBIT (6) SIX

Section 5. Attractive Premises. Garbage containers and trash cans must be so located in the garage that they will not be visible from the front street.

Section 6. Mailboxes. Mailboxes and garbage/trash receptacles and storage areas shall be of the uniform design, size and construction approved by the Board of Directors.

Section 7. Sanctuary. The Property is hereby declared to be a bird sanctuary and any hunting of birds is hereby prohibited.

Section 8. Speed Limits. The Directors of the Pelham Springs Homeowners Association are authorized to establish speed limits through the property and erect such signs as they deem necessary. The Directors are further authorized and empowered to enforce said speed limits by the promulgation of regulations relating thereto. Such regulations shall be furnished to all members of the Association and Pelham Springs Homeowners Association, Inc.

Section 9. TV Satellites/Dishes. <sup>archit.</sup> No TV satellite dish larger than eighteen (18) inches in diameter will be allowed on the outside of any Unit. The placement and location of said dishes shall require the prior written approval of the Board of Directors.

Section 10. Garages/Parking. Garage doors to Units shall be kept closed except for the ingress and egress of vehicles and the deposit and removal of objects and items to and from a Unit. ~~Recurrent parking of vehicles in any location other than within garages appurtenant to Units or designated Parking Areas is prohibited.~~

Section 11. Parking Rights/Accessory Vehicles. All Unit Owners are hereby granted the right of ingress and egress from their respective Units and the garages appurtenant thereto to the roads located on the Property which are to be private roads, as well as an easement of ingress and egress from all private roads to Butler Springs Road. No vehicles of any type or recreational equipment may be driven on or parked within the Common Elements or Common Areas of Pelham Springs. No boats, trailers, campers, or RV's shall be parked on the Property; however, said recreational vehicles or equipment may be parked in a garage appurtenant to a Unit, provided the garage door is closed and said vehicles or accessories are not visible to persons from the outside. No vehicles shall be parked or maintained on the Property unless they are licensed and operational.

Section 12. Leases. No Owner may lease less than an entire unit. Any lease agreement shall provide, or be deemed to provide, that the same shall be subject and subordinate in all respects to the provisions of the Condominium Documents and any rules and regulations enacted and published by the Association, and that any failure by a tenant to comply with any of the foregoing shall be a default under the lease.

Section 13. Conveyance of Title. All conveyances of title of any Unit shall be by general warranty deed. Any transfer of a unit shall include all appurtenances thereto whether or not

SUMMIT MASTER DEED  
Parking: Garages

as outlined  
in the

violations deny  
my & other residents  
use & enjoyment of the  
common elements  
as provided for  
in the master deed

ARTICLE V  
RESTRICTIONS AND EASEMENTS

Section 1. Rules and Regulations. For the purpose of ensuring the maximum enjoyment of the Property by all of the Owners, the use of the Property and the Units shall be in accordance with the following restrictions and easements appurtenant. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Elements. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

Section 2. Use of Property. Each Building, the Units therein, and the Common Elements and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the By-Laws.

(a) All Buildings and the Common Elements and facilities shall be used for residential and related common purposes. No Unit may be subdivided and each Unit shall be used as a single-family Unit and for no other purpose, except that the Declarant may use one or more Units for offices and/or model Units for sales purposes.

(b) Nothing shall be kept, and no activity shall be carried on, in any Building or Unit or on the Common Elements and facilities which will increase the rate of insurance applicable to residential use of the property or the contents thereof. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, in his Unit or on the Common Elements and facilities which will result in the cancellation of insurance on any portion of the property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Elements and facilities.

(c) No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction relating to any portion of the property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such affected portion of the Property.

(d) Nothing shall be done in or to any Unit or in, to, or upon any of the Common Elements and the facilities which will impair the structural integrity of any Building, Unit or portion of the Common Elements and facilities or which would impair or alter the exterior of any Building or portion thereof, except in the manner provided in this Declaration.

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA ) Grantee's address:  
 ) 340 Rocky Top Drive  
 COUNTY OF GREENVILLE ) Greenville, SC 29615  
 Tms# 0279090200300

KNOW ALL MEN BY THESE PRESENTS, that Poinsett Homes, LLC, in consideration of Three Hundred Thirty Five Thousand and No/100ths (\$335,000.00) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Suzanne J. Engelmann, her heirs and assigns, forever, the following described real property:

ALL that certain piece, parcel or Unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 38B of The Summit at Pelham Springs Horizontal Property Regime as is more fully described in that certain Master Deed dated September 30, 2003, and recorded in the Office of the Greenville County Register of Deeds in Deed Book 2058 at Pages 513 through 581, inclusive, as the same may have been corrected or amended, and the survey and plat recorded in the Greenville County Register of Deeds in Plat Book 49-L at Page 100.

Garage Unit 38B, located on the ground floor level of the Building containing the above-referenced Unit, is a Limited Common Element reserved for the use of the above-referenced Unit to the exclusion of all other units.

TOGETHER WITH a perpetual non exclusive right of ingress and egress across such private roads and Common Elements as are shown or noted on said plat or in the Master Deed as part of Phase I of The Summit at Pelham Springs, in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Butler Springs Road.

The above-described property is conveyed subject to all restrictions and easements as set out in the said Master Deed and Exhibits thereto and is further subject to all easements, restrictive covenants and rights-of-way actually existing on the ground and affecting said property, such matters as would be revealed by a current survey and inspection of the property, and any applicable building and zoning laws and ordinances.

DERIVATION: Deed of Poinsett Development, LLC recorded October 3, 2003 in Deed Book 2058 at Page 592.



2007003195

DEED  
3 PGS

Book: DE 2245 Page: 1518-1520

January 09, 2007 01:21:42 PM Cons: \$335,000.00  
 Rec: \$10.00 Cnty Tax: \$368.50 State Tax: \$871.00

FILED IN GREENVILLE COUNTY, SC

EXHIBIT (9) nine  
(4 pages)

**From summit board member-resident Suzanne Engelmann**

From: **suzanne engelmann** (suzengelmann@yahoo.com)  
Sent: Tue 1/03/12 7:12 PM  
To: **kitty@chastinepm.com**  
Cc: **sandrajones116@aol.com; dmicheli\_61@yahoo.com; shmudge@charter.net; slcpruitt@bellsouth.net**

Hello Kitty:

I do hope you have had a lovely holidays, and I wish you a very Happy New Year.

As you are well aware, and I have verbally conveyed to both you and to the board on numerous occasions, my rights as a Summit property owner/ HOA member, have been and continue to be violated and denied.

Specifically, there are several Summit residents who are well aware of the restrictions of the Summit master deed but willfully and repeatedly refuse to comply with the document.

The result of those residents willful, ongoing violations have thwarted the use of the common and limited common elements as well as the right of peaceful, quiet enjoyment and the safety of the other residents; myself included.

As a member of the Summit Board of Directors, and a five year resident, I am well versed with the Summit's history, regulations, and the daily living/activities that have taken and do take place on the property and in the surrounding areas; i.e.. the shopping center.

This is my residence; my home. I am not an investor seeking monetary gain. Yet, I have unselfishly volunteered many months in sincere effort to make the Summit a desirable community and in attempt to raise property values.

As you are also aware, I, as have you, Sandra Jones and Damien Michelin, spent endless hours, including donating small sums of our own monies, in sincere attempt to create a positive Summit environment where people may choose to purchase and reside.

However, it is common knowledge that those attempts have been repeatedly thwarted by two board members who are investors and rent out units. One member told the board at the April 2011 meeting that the other member does not want the master deed/any rules enforced. His actions thereafter convey that neither does he, and since, he has very rarely attended a board meeting, or replied to notices.

The other member only attends meetings, has contributed nothing positive, and shirked his responsibilities as per the master deed.

Both have made slanderous statements about you, Sandra Jones, and myself.

Based upon the facts, it appears that these two men discriminate against females.

Currently, I place my concerns in writing with the realization that trying to be a good neighbor and responsible, participating volunteer board member working to effect a positive Summit environment for everyone, thinking eventually the violators will comply, is a fallacy. They will not.

Such persons have demonstrated that they will never comply unless the documents are strictly enforced. Being nice, sending violation notices, and enacting fines has and will not stop the violations/violators.

Furthermore, their continual violations and negative actions are supported and fueled by their

EXHIBIT (9) nine  
(p. 2 of 4 pages)

landlord and a friendship between a defiant, extremely hostile violator and a board member. Both of these board members have demonstrated conflict of interest, and out of self-interest created a negative environment that denies other HOA members their rights.

Thus, I will not ask anymore, but demand enforcement, as my rights have been and continue to be violated by the following.

All violation incidents have been fully documented.  
Included are complaints from other residents.

.My garage and the driveway have been blocked by parked vehicles, flatbed trucks, and mobile carwash vans. Denied ingress/egress.

.Guests to my unit have been unable to park because a resident parks/ stores his vehicles in the guest parking spaces. Denied visitor parking. Denied usage of common elements.

.A resident stores a vehicle for sale on the driveway(common elements).

.A tenant stores a jeep, and or truck on the driveway(common elements).

.Two residents of tower one have damaged the grass on the left and right sides of the tower. Their tires have left ruts and mud. Damaged the landscaping. They alone should pay for correction, not the other HOA members.

.Another resident of tower one uses his garage to "work on" two vehicles he has stored there. While at work his loud music can be heard. As his garage is a "shop," his truck and jeep are stored on the driveway, and/or parked in the guest parking spaces. Tires are stacked and stored on the driveway. Oil and gas fumes from his work pervade the breezeway and are a hazard.

.A resident of tower two also stores a vehicle in his garage. When he "works on" the vehicle excessive noise can be heard inside towers one and two. Work has continued into the late evening hours. Oil, grease and rags have been in the driveway. The flatbed truck that transports the car has the potential to damage the concrete driveway. Ingress/egress blocked. This tenants vehicle is not parked in the garage(s)- he has two. His vehicle is parked overnight in the visitor parking. He states his landlord uses the second garage for storage of jet skis. The door to that garage is always open, allowing access to the building; compromising security.

. The same resident of tower two employs a mobile car wash on a regular basis, which blocks ingress/egress to building, guest parking and mailboxes. Noise from the pressure wash is excessive. Soap and wax have been sprayed all over the common elements and other vehicles.

..The front lobby ingress/egress to my residence has been repeatedly blocked by a resident who stores/ parks, on an ongoing basis, his numerous vehicles in the guest parking spaces allocated for visitors. Denied ingress/egress, use of the common elements.

EXHIBIT 9  
(p. 3 of 4 pages)

-Recurrent parking of vehicles in any location other than within garages is prohibited.-

.Emergency-fire-handicapped access to the buildings is being blocked. As per code, parking cars next to the stand pipe (blocking building access) is prohibited.

I am handicapped, and when vehicles block ingress-egress it is extremely difficult to safely get out of the front gate to access my mailbox, the street, etc., especially in inclement weather.

Should there be an emergency, response vehicles are unable to gain access to the building. The liability is vast. This is a life safety issue. My, and others safety is compromised.

.The passageway between my unit and the adjacent unit has been made impassable. The owner of the adjacent unit uses the area for storage. The owner also has blocked the door to the fire stairwell. This area is a limited common element; it is not owned by the unit.

Should the elevator shut down, the fire stairwell adjacent to my unit be blocked, there will be no way to leave the building. The passage and door must never be blocked; when constructed, the passage was intentionally left open as per code for emergency exiting. This is another life-safety issue.

The cardboard boxes, bag of fertilizer, coolers, glass, folding table stored in the passageway constitute not only a code violation and hazard, but are unsightly and are drawing insect activity.

.As reported, an owner left considerable debris and sap in the elevator after bringing in a Christmas tree. The floor was slippery; a hazard. Extra cleaning was required; the violator denied his actions, and refused to rectify.

A tenant in the same tower did same, but did sweep up the tree needles when asked to do so.

Food has been repeatedly spilled on the elevator floor and on the carriage walls; not cleaned up.

.On 29 December 2011 (early in the morning) notices re: parking were placed in all residents mailboxes. The master deed was clearly quoted.

At approximately 6:50 p.m. on 29 December the two vehicles stored in the driveway of tower one remained parked in violation of the documents. I, as building captain, placed one of the notices on the elevator bulletin board as a reminder.

At approximately 11:30 p.m. the two vehicles were removed, and the notice torn off of the bulletin board.

The owners of the stored vehicles then parked their other vehicles on the common elements, occupying all visitor spaces; blocking ingress-egress to the building, denying other residents usage of the common elements. Every night their vehicles are parked overnight in visitor spaces in clear violation of the documents and notices.

To date, 3 January 2012 they continue to do such.

On 31 December 2011 the elevator was thoroughly cleaned.

I posted another one of the parking notices on the bulletin board at approx. five p.m. By approximately 7:30 p.m. it was also torn down.

Mud and debris from the tire ruts on the common elements was tracked into the lobby and elevator. I cleaned it up.

Thereafter, I noticed the parking violation sign installed on the wall outside the gate was defaced.

These are extremely hostile, retaliatory acts directed at authority because a reminder notice was given to everyone in the community re: vehicle parking.

Fearing their vehicles may be towed, and that it would cost them monies, they moved the stored vehicles; though continuing to defy the notices with respect to their other vehicles.

To justify denial of the notice, and to continue to defy such and park on the common elements, they tore the notices down.

EXHIBIT (A)  
nine  
(p. 4 of 4 pages)

As a resident homeowner, I will no longer have my home in tower one held under siege, my health and safety compromised, my rights to quiet and peaceful enjoyment, my rights to utilize the common elements denied by a resident and a tenant whose behavior is in constant defiance of the Summit Master Deed, and who have repeatedly demonstrated that they have unfounded contempt for the Summit HOA and the rights of its members.

Respectfully submitted,  
Suzanne J. Engelmann  
3 January 2012

**Bentley, Claudia (Scott)**

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**From:** Engelmann Suzanne <engel.sj77@gmail.com>  
**Sent:** Wednesday, August 20, 2014 10:31 AM  
**To:** bedennis@schac.sc.gov  
**Cc:** Engelmann Suzanne  
**Subject:** HOUSING DISCRIMINATION COMPLAINT

**Dear Commissioner Buxton:**

**Please know how very much I appreciate your taking time from your busy schedule to discuss concerns re: my case: SHAC: H-4-13-012 HUD: 04-14-0229-8  
And, I enjoyed meeting you.**

**Above all, I sincerely thank you and all SHAC personnel for your efforts to enforce the Federal Fair Housing Law and make a difference in citizen's lives.**

**I have the utmost respect and regard for what you and your department are doing to address and correct issues of great societal concern in South Carolina and nationwide.**

**It is most unfortunate that SHAC lacks sufficient personnel and resources to investigate the vast number of complaints. Thus, I am disappointed SHAC has been unable to be responsive.**

**My complaint regarding The Summit in Greenville, SC was filed on Dec. 3, 2013 with SHAC. Over eight months have passed. Complete investigation of the factual, statutory, and regulatory allegations and fair housing act violations remain to be conducted.**

**Evidence, that is, photographs, written documents, e-mails, etc. need to be reviewed, as well as credible witnesses interviewed.**

**My understanding is that the SHAC investigator who conducted disability complaints retired. Investigations of disability discrimination require personnel who have experience and full understanding of disability issues.**

**As there is no replacement for the disability and aging investigator, I respectfully request that my case be removed from SHAC and be transferred to HUD where the investigation can be conducted by personnel experienced in aging and disability.**

**I provided to investigator Brown, my physician, Dr. Fehring's statement, and I also amended my complaint on March 25, 2014. I never received a copy of the amended complaint. I trust it is in my file being maintained for me and request a copy of the document be mailed to me at this time.**

**As I reported verbally to you, several acts of retaliation have occurred.**

**1. Services based discrimination and denial of HOA services.**

**2. Fire violations.**

**In both I have been "singled out", treated differently and less favorably, and services rendered have been in a completely different manner than provided to others. My rights have been denied, and I have been put at increasing risk.**

**To date, August 20 ,2014 my request through the HOA Board for a reasonable accommodation (September 30,2013) has been denied, directly and/or by omission. The Summit Board of Director's has been uncooperative and has retained an attorney.**

**The situation has worsened through these retaliatory incidents. It has and continues to adversely affect my health, safety and well-being.**

**As a resident South Carolina senior, I am supposed to be a member of a protected class.**

**Please know that my goal is justice and to make a difference. It is also to assist, and in no way hinder, your agencies excellent efforts.**

**I have prepared a detailed outline of facts which I will be submitting to you as well as to Governor Haley and Senator Tim Scott. There is reason to believe there may be violations of other state and federal laws in addition to those of the Federal Fair Housing Act.**

**With confirmed notice to me, you have my permission to provide my document(s) to Mrs. Ray at HUD and/or to any other persons whose assistance are required to resolve my complaint.**

**I look forward to us all working together more effectively to rectify these significant issues.**

**Most Respectfully Yours,  
Suzanne J. Engelmann**