

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 Conciliation Agreement.

- C. This Conciliation Agreement fully and completely resolves all issues arising out of SHAC Case #11-2-16-007/HUD Case #04-16-4476-8 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 aforementioned complaint so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Conciliation 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 Clemson Lofts Apartments, located at 111 Cochran Road, Clemson, South Carolina.
- 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 Conciliation Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Conciliation 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 Conciliation Agreement.

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 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. Respondents agree to comply with all Federal and State Housing Laws.
- B. Respondents agree to consistently apply standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree to allow any qualified person the right to rent or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Respondents and Respondents' employees agree to attend Fair Housing training provided by the Commission within six months from the date of the signed agreement. This Fair Housing training shall be provided by the Commission at no cost to Respondents and shall be performed at the offices of Respondent Clemson Lofts PI, LLC, 111 Cochran Road, Clemson, South

Carolina.

- B. Respondents agree 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 Respondents and Respondents' 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 Conciliation Agreement shall be construed to preclude the Commission and or any aggrieved individual(s) from bringing suit to enforce this Conciliation Agreement in the event that the Respondents fail 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 Respondents have complied with the terms of this agreement. In the event that the Commission determines that the Respondents have not complied with the terms hereof, the Commission shall send written notice to the Respondents and the Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondents agree that this Conciliation Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Conciliation Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Conciliation Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
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:

SHAC No. H-2-16-007
HUD No. 04-16-4476-8

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] _____ 06 27 2016
(Date)

John Hoover
John Hoover and Clemson Loft, PI, LLC, Respondents _____ 06 28 2016
(Date)

[Redacted] _____ *6-29-2016*
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

_____ *6-29-16*
(Date)