

STATE OF SOUTH CAROLINA

COUNTY OF



Complainant.

vs.

Tom Deso, HOA President
The Elms of Charleston HOA, Inc
9100 University Blvd.
North Charleston, SC 29406

Respondent.

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. 11-2-16-020
HUD No. 04-16-4833-8

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 The Elms of Charleston HOA, Inc., Tom Deso, HOA President (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on June 26, 2016 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. 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 lives at the subject property located at 2667 Hanford Mills Lane, North Charleston, SC 29406. The Respondents are The Elms of Charleston HOA, and the Community Management Group.

The Complainant alleges that the Respondents denied his requests for reasonable accommodations on March 23, 2016. The Complainant requested to install a traditional storm door with the top portion able to be lowered in order to allow fresh air to enter the house to accommodate his disability. The Respondent will not allow the Complainant to install the type of storm door that the Complainant needs for his disability.

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 SHAC Case #H-2-16-020/HUD Case #04-16-4833-8 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 2667 Hanford Mills Lane.
- 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.

Conciliation Agreement

[REDACTED] v. The Elms of Charleston, Tom Deso, HOA President

August 2, 2016

Page 3 of 4

- D. Respondent, The Elms Homeowners Association, Inc.'s, Board of Directors agree 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 agrees to permit the Complainant to install a full glass storm door with a retractable screen at subject property; as a reasonable accommodation.
- 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 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: 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

Conciliation Agreement

[Redacted] The Elms of Charleston, Tom DeSo, HOA President

August 2, 2016

Page 4 of 4

as follows:

SHAC No. H-2-16-020

HUD No. 01-16-4833-5

VIII. COMMISSION REVIEW

A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 8614, 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]

8/15/16
(Date)

[Signature]
John V. Dodds, III
Attorney for The Elms Homeowners Association, Inc.

8/2/16
(Date)

[Redacted Signature]

8-16-2016
(Date)

Approved on Behalf of the Commission

[Signature]
Raymond Buxton II, Commissioner

8/25/16
(Date)