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October 13, 2015, but failed to address the handicap access for the gate on the west side of the subject property. The Complainant alleged the Respondents never spoke to him, sought further details, or visited the subject property and that they denied his request without discussing the circumstances or providing any explanation as to how the decision to deny his request was reached.

Complainant alleged there are multiple homes within the community that have fences installed that far exceed the two (2) foot variance he requested, one of which exceeds the HOA rules by approximately twenty-five (25) feet.

Respondent Association alleged that it provided Complainant a reasonable accommodation by allowing him to move his hose bib inside the approved fence without a variance. Respondents further alleged that the Complainant rejected the reasonable accommodation provided by the Respondent Association and constructed his fence without approval and within the required setback area in violation of the restrictive covenants for the Lafayette Park community and the Association's Bylaws. The Respondent Association asserted that it was not required to provide Complainant with the requested accommodation, so long as it made a reasonable accommodation available to the Complainant that provided him access to the hose bib. Furthermore, the Respondent Association asserted that it consistently applied its standards for acceptance and rejection of applications for improvements in the Lafayette Park community in an objective manner.

WHEREAS, the Complainant believes Respondents are discriminating against him based on disability in violation of the Act.

WHEREAS, the Respondents deny that they discriminated against the Complainant based on his disability in violation of the Act.

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 to this agreement 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 **SCHAC Case No.: H-4-15-006 and HUD Case No.: 04-16-4169-8** 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 **Lafayette Park Homeowner's Association, Inc.**
- 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 the SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within the SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at the 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, Respondents, 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 the Respondent Association's standards for acceptance and rejection of applications for improvements in the Lafayette Park community in an objective manner.

IV. RELIEF FOR COMPLAINANT

- A. Respondents **Lafayette Park Homeowner's Association, Inc.**, hereby approves the Complainants fence as it is presently installed in its current location.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

Conciliation Agreement

██████████ v. Lafayette Park, HOA, Inc. and K.A. Diel & Associates, Inc., (Registered Agent)
SCHAC CASE NO.: H-4-15-006 | HUD CASE NO.: 04-16-4169-8

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V. RELEASE BY COMPLAINANT

- A. Upon the execution of the Agreement, Complainant, on behalf of his heirs, successors, predecessors, affiliates, co-owners, and all other persons claiming interest herein, hereby agrees to release and forever discharge Respondents and Respondents' employees, agents, successors, insurers, directors, officers, committee members, attorneys, and assigns from any and all claims, actions, causes of action, obligations, costs, demands and compensation whatsoever, whether known or unknown, which arise out of any of the matters set forth herein, including the Complainant's application to the Respondent Association for improvements in the Lafayette Park community.
- B. The conditions of the Complainant's release herein noted under Subparagraph A, does not in any way limit or restrict the SCHAC's statutory authority to investigate as referenced under Part II, Subparagraph F of this Agreement.

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 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 Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement, but not any other proceeding against the Respondents.

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 is as follows:

SCHAC Case No.: H-4-15-006 and HUD Case No.: 04-16-4169-8

Conciliation Agreement

[Redacted] Lafayette Park, HOA, Inc. and K.A. Diehl & Associates, Inc., (Registered Agent)
SCHAC CASE NO.: H-4-15-006 | HUD CASE NO.: 04-16-4165-8
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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. 63-228.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] _____ 07 APR 2016
(Date)

David H. Wilson
[Redacted Signature] _____ 4-7-2016
(Date)

[Redacted Signature] _____ 04-07-2016
(Date)

Approved on Behalf of the Commission

Raymond E. Sutton II
Raymond E. Sutton II, Commissioner _____ 4-9-16
(Date)