



Apartments managed by Property Manager, Caroline Cauthen and Grayco Properties, LLC, 5004 Monument Drive, Richmond, VA 23230. The President of Grayco Properties, LLC is Randy Haughn, the Sr. Vice President is Tracy Levesque, and the Regional Manager is Felicia Smith.

The complainants allege that a few months into tenancy they were unable to pay the rent on the first of the month due to the when they received their social security disability checks. The complainants allege they have requested for the past five years to be allowed to pay their rent on the second Wednesday of each month which would enable them to avoid the late fees. The complainant alleges that the respondent denied their requests to pay on the second Wednesday of each month due to policy. The complainants allege that they have paid late fees for the past five years (in the amount of over \$5000).

For the month of August 2013, the complainants were not able to pay the late fees. The complainants allege that the property manager told them they that the Vice president instructed her to evict them because they were unable to pay the late fee for August 2013. The complainants allege that they wrote a letter to corporate that included a formal requests for reasonable accommodation, and also made corporate aware of discriminatory laws that they were covered under. However, the corporate office agreed with the vice president and advised her to proceed with the eviction in retaliation.

The complainants believe they have been discriminated against because they were denied reasonable accommodation and given an eviction notice because of their disability in violation of Sections 804 (a), 804(f)(3)(B), and 818 of the Act.

The discriminatory action occurred at Belle Halle Apartments, 402 Belle Point Drive, Apt. 402, Mt. Pleasant, SC 29464, in Charleston County. The apartment complex is comprised of multi-story units.

Respondent denies the foregoing allegations, 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-3-13-013/HUD Case #04-14-0072-8 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 charge so long as the parties abide by the terms of this Conciliation Agreement.

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 Belle Hall Apartments.

- D. 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.
- E. 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.
- F. This Conciliation Agreement constitutes closure of the complaint at IIUD 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. Respondents agree to comply with all Federal and State Housing Laws, including compliance with:
  - (i) requirements to respond to any and all accommodation requests in a timely manner, and
  - (ii) prohibitions against 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.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree 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.
- D. Respondents and Respondents' employees agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement.
- E. Respondent agrees that it, at all times, will have posted in its clubhouse a Fair Housing Law notice that is similar to the notice posted in the Lobby.

### IV. RELIEF FOR COMPLAINANT

A. Respondents agree to pay the complainants a total of \$17,182.36.

**V. RELEASE BY COMPLAINANT**

A. Upon compliance with the terms of Paragraph IV herein, Complainants hereby 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. Complainants 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**

Respondent shall submit proof of compliance with the paragraphs 3.D. and 4.A. 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 as follows:

SHAC No. H-3-13-013  
HUD No. 04-14-0072-8

**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.

Tina Kline 12/20/15  
Tina Kline, Complainant (Date)

Greg Kline 12/20/15  
Greg Kline, Complainant (Date)

Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for Gray Property 5202, LLC, Respondent (Date)

Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for GrayCo Properties, LLC, Respondent (Date)

Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for Tracy Levesque, Respondent (Date)

Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for Felicia Smith, Respondent (Date)

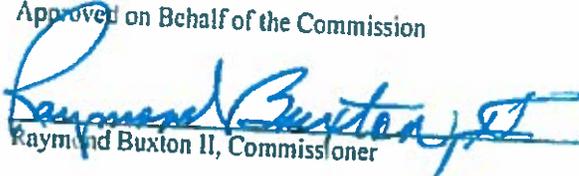
Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for Caroline Cauthen, Respondent (Date)

Francis M. Ervin, II 12/14/15  
Francis M. Ervin, II, Attorney for Randy Haughn, Respondent (Date)

Marvin Caldwell 12/24/15  
Marvin Caldwell, Conciliator (Date)

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Approved on Behalf of the Commission

  
Raymond Buxton II, Commissioner

  
(Date)