

II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. 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 Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Agreement both Complainant and Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This Agreement fully and completely resolves all issues arising out of SHAC Case #[H-1-20-11] /HUD Case #[04-20-0496-8] 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 Complaint so long as the parties abide by the terms of this Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon Complainant and upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of properties owned by Pelican Watch Villas Council of Co-owners, 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 SCHAC's authority to investigate any other complaints involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Agreement constitutes closure of this complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant(s) and Respondent(s) have complied with the terms of the Agreement.
- H. Respondents assert that they are entering into this Agreement to resolve a disputed issue and specifically deny the truth of any alleged facts, any characterizations of alleged conduct, or any conclusion set forth in the Complaint in this matter. Respondents assert that the execution of this Agreement shall not constitute or be construed as an admission of any liability to, or the validity of any claim whatsoever by Complainant.

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 take affirmative action 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 will comply with all federal and state fair housing laws.

- B. Respondents' operating procedures shall contain provisions to insure prompt and consistent review and approval of reasonable accommodation requests.
- C. Respondents will allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. All agents or employees of the Respondents ("Employee") employed at the Innovation Apartments who are responsible for the leasing activities and all other housing related decisions of the Respondents' property located at 75 Innovation Drive; Greenville, South Carolina 29607 will attend a training session that includes Fair Housing Training. Fair Housing training will be scheduled within three months of the execution date of this agreement for on-line training or, for classroom training, within three months after restrictions associated with COVID-19 are lifted. Training that includes instruction on the requirements of all applicable fair housing laws will fulfill the requirement of this provision. The training will be of reasonable duration, taking place at a place, date and time convenient for the employees.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to waive the assessed late fee in the amount of \$220.00 within ten days following the fully executed signing of this agreement.
- B. Respondents agree that they will not retaliate against the complainant for her having initiated a complaint of discrimination with the South Carolina Human Affairs Commission.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV herein, Complainant hereby releases and forever discharges Respondents and their owners, members, agents, representatives, employees, directors, officers, insurers, attorneys, successors, and assigns from any and all claims, actions, damages, attorney's fees, costs and expenses which may arise out of or is related to the matters asserted in her Complaint.

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 either party 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 Complainant and Respondents have complied with the terms of this agreement. In the event that the Commission determines that Complainant or Respondents have not complied with the terms hereof, the Commission shall send written notice to the violating party and the violating party 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.

VII. REPORTING & RECORDKEEPING

[Redacted] vs. [Redacted]

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

South Carolina Human Affairs Commission
Fair Housing Division
Attention: [Redacted]
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-1-20-011
HUD No. 04-20-0496-8

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 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]	Complainant	5/21/20
		(Date)
[Redacted]	for Respondents	5/12/2020
[Redacted]	Manager	(Date)
[Redacted]	Manager	
[Redacted]	Conciliator	5/26/2020
		(Date)
Janie A. Davis	Janie A. Davis, Commissioner	5-27-20
		(Date)