



## Conciliation Agreement

v. Legends, Horizontal Property Regime, Inc.

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### 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 and issues presented therein. 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.
- 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.

This conciliation agreement fully and completely resolves all issues arising out of SHAC Case # H-3-18-028/HUD Case # 4-19-4350-8 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. This includes dismissal of Complainant's counterclaims asserted in Beaufort County Court of Common Pleas Case No. 2018-CP-07-01965, *Legends Horizontal Regime v. Franklin J. Smith et al.*

- C. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon Complainant, his employees, agents, tenants, successors and assigns, Respondent, their employees, successors and all others in active concert with them in the ownership or operation of Legends Horizontal Property Regime, Inc.
- 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. However, the Respondent and Complainant agree to not disclose the document.
- E. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.

This Conciliation Agreement constitutes closure of the 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.

### 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, disability, familial status, or national origin.
- D. Respondent's employees who interact with applicants and tenants, as well as one board representative shall complete Fair Housing training, provided by the South Carolina Human Affairs Commission or a qualified agency of Respondent's choosing, within six months from the date of the signed agreement at a time and place agreed upon by the parties. Respondent shall provide certificates/proof of training to the Commission within six months from the date of the signed agreement.
- E. Respondent will amend its existing 2 person per bedroom occupancy restriction as follows:  
As a general rule, occupancy at the Legends is restricted to no more than two (2) persons per bedroom. Upon application to the Legends' Board of Directors, the Legends may allow a very young child to exceed the restriction of no more than two (2) persons per bedroom if the size of the bedroom, size of the unit, and the age and size of the child reasonably allows for the additional occupant. Legends will be given access to the unit to measure in considering the application, and the applicant must identify by name and age all proposed residents of the Unit.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to remove ██████████ outstanding debt owed to Respondent arising out of matters pertaining to the occupancy restriction, in the amount of \$6,398.04. This amount represents fines levied pertaining to the occupancy restriction, and all late fees, administrative charges and attorney's fees currently charged against Complainant's account. The Parties acknowledge that Complainant has an outstanding balance of \$1,550.00 as of the date of this Agreement representing non-occupancy restriction related fines and unpaid regime fees, which Respondent does not agree to waive and which remains outstanding. Respondent shall provide proof of the waiver of charges provided for herein within five (5) days of the date of this Agreement.
- B. Respondent shall reduce the existing lien on Complainant's property to \$1,550.00 plus all late fees, administrative charges and other fees allowable by law which accrue going forward within five (5) days of the date of this Agreement.
- C. 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.
- D. Complainant must submit the application for the additional occupant to Legends within fifteen (15) days of execution of this Agreement. Respondent then has thirty (30) days to consider the application based on the conditions and criteria identified herein as the new occupancy policy and provide its decision in writing to Complainant. If Legends determines the applicant does not meet the criteria reasonably allowing an additional occupant, the Complainant and his tenants will have 60 days to vacate the premises or bring it into compliance with the occupancy

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policy.

**V. RELEASE BY COMPLAINANT**

- A. Complainant releases and forever discharges Respondent and Respondent's employees, agents, attorneys, successors, insurers, and assigns, specifically including but not limited to IMC Resort Services, Inc. and Patricia Read, from any and all claims which may be raised on account of the matters raised herein.
- B. Complainant agrees to dismiss his counterclaims asserted in Beaufort County Court of Common Pleas Case No. 2018-CP-07-01965, *Legends Horizontal Regime v. [REDACTED] et al* with prejudice within ten (10) days of the date of this Agreement.
- C. Complainant agrees to satisfy his outstanding debt to the Respondent within fifteen (15) days of this Agreement, at which time Respondent will file a Satisfaction of Lien with the Court indicating the debt has been resolved.

**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 Parties 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.
- B. Complainant(s) and Respondent(s) 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 Department  
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-3-18-028  
HUD No. 04-19-4350-8

**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,

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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]** \_\_\_\_\_ **5/3/19**  
Complainant (Date)

**[Redacted]** \_\_\_\_\_ **5/6/19**  
Representative for Legends Horizontal Regime, Respondent (Date)

**[Redacted]** \_\_\_\_\_ **5/8/19**  
Conciliator (Date)

Approved on Behalf of the Commission

**Raymond Burton II** \_\_\_\_\_ **5/13/19**  
Raymond Burton II, Commissioner (Date)  
DK