



**Conciliation Agreement**

██████████ v. Westwood Apartments Investors, LLC

March 22, 2018

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- 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-3-17-004/HUD Case #04-17-8906-8 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 [Westwood Apartments 1028 Westwood Drive, Manning, SC 29102].
- 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.
- D. Respondent and Respondent's 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.

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**IV. RELIEF FOR COMPLAINANT**

- A. Respondent agrees to allow Complainant to move to a three (3) bedroom apartment.
- B. The owner/Agent put forth that this transfer is in Accordance with the HUD approved waitlist policy.
- 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.

**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, affiliates, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.
- B. The complainant agrees to abide the HUD model lease signed at move and, the House rules signed at move in, the new lease for the unit the household is being transferred into and any subsequent lease addendum, Community Rules applied community wide.
- C. Failure on the part of the Complainant to abide by the above, will result in the any action taken that are outlined in the policies and procedure.
- D. If Complainant fails or has failed to comply with the HUD Lease and community Rules or if the Complainant is not in compliance with the HUD Lease and Community Rules prior to the transfer the Owner/Agent will not be obligated to transfer the Complainant to another unit.

**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

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Fair Housing Division  
Attention: [Redacted]  
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-3-17-004  
HUD No. 04-17-8906-8

**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.

[Redacted] \_\_\_\_\_ 3/23/18  
(Date)  
Complainant

[Redacted] \_\_\_\_\_ 3-26-18  
(Date)  
Property Manager, Respondent

[Redacted] \_\_\_\_\_ 4/30/18  
(Date)  
Representative for Apartments Investors, LLC, Respondent

[Redacted] \_\_\_\_\_ 4/30/18  
(Date)  
Conciliator

Approved on Behalf of the Commission

*Raymond Buxton, Jr.* \_\_\_\_\_ 5/3/18