

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

[REDACTED]

Complainant,

vs.

[REDACTED]

Courtside Villas Board of Directors
c/o IMC Resort Services, Inc.
2 Corpus Christi Place, Ste. 302
Hilton Head Island, SC 29928

Courtside Villas Association, Inc.
c/o [REDACTED]
2 Corpus Christi Place, Ste. 302
Hilton Head Island, SC 29928

Respondents.

) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION
)

) SHAC No. H-2-18-035
) HUD No. 04-18-3011-8
)

) **CONCILIATION AGREEMENT**
)

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus [REDACTED] president, and Courtside Villas Association, Inc. (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on June 12, 2018 by Complainant against Respondents alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended.

I. CASE SYNOPSIS

Complainant alleged that she submitted a request for an emotional support animal to Respondents on April 26, 2018. Complainant stated that she attached her doctor's letter to her request. Respondents asserted that they reviewed the relevant State and Federal laws and subsequently approved Complainant's request for an emotional support animal during a Board meeting on May 30, 2018. Complainant asked the Board to keep her medical information confidential, so the Board met in executive session to vote on this issue, which delayed the approval. The approval letter received by Complainant was dated June 25, 2018. Respondents asserted that the approval letter was delayed due to Respondent being out of state for two weeks following the Board meeting. In addition, the initial approval letter was sent to the wrong address in Michigan, due to incorrect information from the Beaufort County Tax Assessor's website. Complainant noted that all previous correspondence from Respondents was received at the correct address.

Respondents deny having discriminated against Complainant, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement. Respondents do not wish to contest the approval of the Complainant's request to have an emotional support animal or timeliness of the approval letter.

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WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the forementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the forementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

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 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.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case #H-2-18-035/ HUD Case #04-18-3011-8 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 Courtside Villas at 15 Deallyon Ave, Hilton Head Island, SC 29928.
- 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 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 agrees to comply with all federal and state housing laws.

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- B. Respondents 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.
- C. Respondent and Respondent's Board agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement. Training may take place in person or by telephone at a time and place mutually agreeable to the Commission and Respondents.
- D. Respondents agree to provide the Commission with a copy of Reasonable Accommodation policies currently in use at Courtside Villas, within fifteen (15) days from the execution date of this agreement. Respondents shall cooperate with Commission employees to make recommended updates to the policies within six (6) months of the date of the executed agreement. Respondents agree to communicate and to provide a copy of the policies to each of the Courtside owners within thirty (30) days of receipt of the Commission's approval of the policy.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to allow Complainant to have her emotional support animal on the property and shall not issue Complainant violations for the animal's presence. Respondents shall allow Complainant's emotional support animal to accompany her in all interior and exterior common areas, excluding the pool as stated in Section VI.
- B. 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, successors, insurers, and assigns from any and all claims that may be raised on account of the matters raised herein.

VI. RELIEF FOR RESPONDENT

- A. Once Respondent has received the Commission's approval regarding the assistance animal policy, Complainant agrees to comply with them. The provisions of Complainant's emotional support animal approval apply exclusively to the Complainant and her emotional support animal. Any other person or guest of the Complainant shall abide by all rules promulgated in the By Laws of Courtside and other rules and regulations enacted by the Board.
- B. Until and following implementation of these policies, Complainant agrees:
 - a. To remove and dispose of any solid animal waste created by her dog;
 - b. To keep her dog on a leash next to her at all times when her dog is outside of her unit, and to keep her dog at her side whenever other persons are nearby; and
 - c. To ensure that her dog is current on all vaccinations required by the City of Hilton Head Island, SC and Beaufort County, SC in which the Villa resides;
 - d. To treat the dog for fleas and ticks to prevent their spread throughout the building where the villa is located;

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- e. To prevent her dog from causing any property damage or threatened or actual bodily injury to any owner or guest at Courtside;
 - f. To assume all liability for property damage or bodily injury caused by her dog;
 - g. To never allow the emotional service animal to enter the pool.
- B. The Respondents reserve the right to share, upon request, any documents related to this Complaint with all current owners who make up the named Respondent, Courtside Villa Association, Inc. This includes the initial request for an emotional support animal (except medical documentation), the approval letter, the Complaint, the response to the Complaint, and the Conciliation agreement. The Respondents may also share these documents with current and prospective insurance carriers.

VII. 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 Respondents 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. The Commission shall determine whether Respondents have complied with the terms of this agreement. In the event that the Commission determines that Respondents have not complied with the terms hereof, the Commission shall send written notice to Respondents and 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.

VIII. REPORTING & RECORDKEEPING

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-2-18-035
HUD No. 04-18-3011-8

IX. 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.

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X. 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] _____
9-6-18
(Date)

[REDACTED] _____
8/23/2018
(Date)

[REDACTED] _____
8/29/18
(Date)

[REDACTED] _____
9-17-18
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

9-17-18

(Date)