

Conciliation Agreement

[REDACTED] A. v. Sea Pines Deer Island Owners Association, Inc., et al.

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Complainants alleged that Respondents delayed and denied their request for reasonable modification. Complainants alleged that they requested the Deer Island Board of Directors to allow them to install an exterior cargo lift at their home. Complainants stated they provided a letter from their doctor, which provided the nexus between their modification request and their disabilities. Complainants alleged the Sea Pines Architectural Review Board denied the modification request on November 27, 2017 and again on January 23, 2018.

Respondents deny having disapproved the project and having discriminated against Complainants. The Respondents assert that the non-approval of the exterior cargo lift by the Sea Pines Architectural Review Board was for aesthetic reasons only, which is within the authority of the Respondent pursuant to recorded land use covenants. The Respondents do not provide housing, but simply approve structure within designated areas based on compliance with applicable land use restrictions and published guidelines. Nevertheless, without admitting liability, the Respondents agree 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

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 Complainants and Respondents 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-1-18-012/HUD Case #04-18-1411-8 through the effective date of this agreement. The Commission and the Complainants 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 Deer Island and Sea Pines.

- 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 the Commission's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within the Commission'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.
- H. This Conciliation Agreement is entered into solely for the purpose of settlement and shall not be interpreted as an admission of liability or violation of applicable law by the Respondent.

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 applicable federal and state housing laws.
- B. Respondents agree to consistently apply standards for acceptance and rejection of architectural plans in accordance with recorded covenants and applicable law.
- C. Respondents agrees to continue to apply architectural and design standards in its review of plans regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. Sea Pines Architectural Review Board Chairman and its Executive Administrator agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission at the offices of the Respondent or its legal counsel within six months from the date of the signed agreement.
- E. Sea Pines Deer Island Owners Association's Board members agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement. A Commission representative will come

to Hilton Head Island to conduct the training at a date, time and location convenient to Respondents and Respondents' Board members. Respondents and Respondents' Board members may also attend the training via conference call and/or internet in the event they are out of town.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agrees to allow Complainants to install a "not for humans" cargo lift at 2047 Deer Island Road, Hilton Head Island, SC 29928.
- B. Respondents agree not to charge Complainants an escrow deposit.
- C. Respondents agree that there shall be no discrimination or retaliation of any kind against Complainants or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.
- D. Complainants agree to paint subject cargo lift to match existing railing.
- E. Complainants agree to plant flowers or shrubs in order to conceal lift from the view of the road.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainants agree to release and forever discharge Respondents and Respondents' directors, members, 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 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 reasonably determine whether Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and 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

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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-1-18-012
HUD No. 04-18-1411-8

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 Signature]

05/09/18

(Date)

05/09/18

(Date)

5-9-18

(Date)

Representative of Sea Pines
Deer Island Owners Association, Respondent

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[Redacted]
[Redacted]
[Redacted] Representative of Sea Pines
Architectural Review Board, Respondent

8 May 2018
(Date)

[Redacted]
[Redacted] Chairman of Sea Pines
Architectural Review Board Respondent

8 MAY 18
(Date)

[Redacted]
[Redacted] Executive Director of Sea Pines
Architectural Review Board. Respondent

5/8/18
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

5/16/18
(Date)