



**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, 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-1-22-020 / HUD Case # 04-21-7911-8 through the effective date of this agreement. The Commission and 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 complaint so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after the Commissioner of South Carolina Human Affairs Commission (SCHAC) has approved it, is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of Legends Horizontal Property Regime. Likewise, this agreement is binding upon Complainants, their heirs, successors, assigns, and all others in active concert with them in their ownership of their unit within Legends.
- 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, if any, and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents agree to comply with all federal and state housing laws.

- B. Respondent Legends Horizontal Property Regime agrees to apply consistently its rules and regulations in an objective and non-discriminatory manner.
- C. Respondent Legends Horizontal Property Regime 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 Legends Horizontal Property Regime agrees that current and all future boards will obtain the advice of a third-party professional regarding occupancy policy exceptions prior to responding to the requester.
- E. Complainant and Respondent agree that the Commission may monitor compliance with the terms and conditions of this Agreement relative to the Complainants through August 31, 2023. As part of such monitoring, the Commission may, upon reasonable notice to Legends Horizontal Property Regime, inspect Legends Horizontal Property Regime's pertinent records and practices and interview witnesses that are associated with Complainants or other occupancy waiver requests involving persons under the age of 18. Respondent Legends Horizontal Property Regime agrees to provide their full cooperation in any monitoring review undertaken by the Commission to ensure compliance with this Agreement.

#### **IV. RELIEF FOR COMPLAINANT**

- A. Respondent Legends Horizontal Property Regime grants an exception to the occupancy policy through July 31, 2023. Complainants agree to bring their unit into compliance with existing occupancy policy on or before July 31, 2023, and to remain in compliance thereafter. Respondent Legends Horizontal Property Regime agrees not to charge any fees or fines related to the occupancy policy until after July 31, 2023, and only if the complainants' unit is not in compliance by this date.
- B. Respondents agree 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 Respondents and Respondents' employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

#### **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. 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.

## VI. 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 Parties may also submit proof of compliance with the terms of the Agreement to [REDACTED] via email sent to [REDACTED]

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

SHAC No. H-1-22-020  
HUD No. 04-21-7911-8

## VII. COMMISSION REVIEW

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.

## VIII. 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.

[Signature Page to Follow]

Conciliation Agreement

[Redacted] v Legends Horizontal Property Regime, et al.

March 31, 2022

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IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted]	3/31/22
Complainant	(Date)
[Redacted]	3/31/22
Complainant	(Date)
[Redacted]	3/31/2022
Legends Horizontal Property Regime, Respondent Representative	(Date)
[Redacted]	4/1/2022
IMC Resort Services, Inc., Respondent Representative	(Date)
[Redacted]	4/1/2022
[Redacted]	(Date)
[Redacted]	4/5/2022
Conciliator	(Date)

Approved on Behalf of the Commission

*Janie A. Davis*  
Janie A. Davis, Commissioner

4/14/2022  
(Date)