TITLE VIII

CONCILIATION AGREEMENT

between

The United States Department of Housing and Urban Development

and

Shevonne Hawkins
(Complainant)

and

Affinity Renewal Development LLC
Ken-Vil Associates Limited Partnership
Renewal Housing Corporation
(Respondents)

Approved by the FHEO Region Director on behalf of the United States Department of Housing and Urban Development

HUD CASE NUMBER:
02-08-0392-8

A. PARTIES AND SUBJECT PROPERTY

Complainant is Shevonne Hawkins. Ms. Hawkins resides at 114 Travers Blvd., Amhurst, N.Y. 14228.

Respondents are Affinity Renewal Development LLC, the sole member of Affinity WNY Development LLC, the developer of Collegiate Village; Ken-Vil Associates Limited Partnership, the owner of Kensington Village; and Renewal Housing Corporation, the managing agent (collectively referred to as "Respondents"). The address for the Respondents is 105 Kenville Road, Buffalo, NY 14215.

The property is known as Kensington Village (hereinafter referred to as "Property"). The property is a multifamily apartment complex with 928 units, located at 105 Kenville Road, Buffalo, New York 14215.

Collegiate Village refers to the development of a college student housing and affordable housing complex to be located on a portion of the Property.

B. STATEMENT OF ALLEGATIONS

A complaint was filed on February 12, 2008 with the United States Department of Housing and Urban Development (the "Department") alleging that the Respondents engaged in discriminatory housing practices in Buffalo, New York, involving Affinity Renewal Development LLC, Ken-Vil Associates Limited Partnership, and Renewal Housing Corporation. Complainant alleges that the Respondents violated § 804 (a) and (b) of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq*. (the "Act"), on the basis of race when they displaced African Americans and proposed restricting eligibility for housing to students.

Respondents submitted an answer in response to the complaint denying all allegations contained therein.

The matter has been conciliated between the parties hereto. It is agreed that a conciliation agreement be entered into under the following conditions.

C. GENERAL PROVISIONS

1. The parties expressly acknowledge, understand, and agree that this Agreement has been negotiated between and among the parties pursuant to the Act, and only becomes a Conciliation Agreement pursuant to the Act, and a binding contract under state and federal law after the Fair Housing Equal Opportunity Region Director ("Region Director"), or his designee, signs the Agreement on behalf of the Department.

2. This Conciliation Agreement ("Agreement") will remain in effect for a period of four years from the effective date of the Agreement. The Agreement becomes effective upon

the signature of the Region Director, or his designee.

3. Parties identified in this Agreement are as follows. The Complainant is Shevonne Hawkins. Respondents are Affinity Renewal Development LLC, the sole member of Affinity WNY Development LLC, the developer of Collegiate Village; Ken-Vil Associates Limited Partnership, the owner of Kensington Village; and Renewal Housing Corporation, the managing agent (collectively referred to as "Respondents").

4. Neither this Agreement nor anything contained herein shall be construed as an admission by the Respondents of any liability, including, but not limited to, liability relating to any violation of the Fair Housing Act, as amended, or relating to any housing discrimination claim.

5. The parties understand, acknowledge, and agree that this Agreement becomes a public document, pursuant to Section 810(b)(4) of the Act, when the Region Director, or his designee, approves the Agreement on behalf of the Department. The parties, individually and collectively, acknowledge that each has freely, knowingly, and voluntarily entered into and executed this Agreement as a full, fair, and just resolution and termination of the investigation and complaint that alleges one or more discriminatory housing practices as defined in the Act. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. Respondents acknowledge that the Act prohibits housing discrimination because of race, color, religion, sex, disability, familial status and national origin. State and municipal fair housing laws prohibit discrimination for reasons of race, color, religion, national origin, sex, disability, familial status, age, marital status, military status, sexual orientation, gender identity & expression and source of income. Respondents agree that all units will be rented on an equal opportunity basis subject to Collegiate Village's applicable eligibility requirements.

7. Respondents agree that they will not commit any unlawful acts of retaliation against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Each Respondent further acknowledges that any alleged act of retaliation or discrimination may constitute a breach of this Agreement, and a statutory violation of the Act.

8. This Agreement, after it has been signed by the Region Director or his designee, is binding upon the Respondents, and the heirs, executors, assigns, agents, successors and employees of these entities.

9. While this Agreement fully resolves all matters within the scope of the investigation and complaint, the Agreement does not limit the Department's authority to investigate any future Fair Housing Act complaints against any or all Respondents.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Region Director, or his designee.

11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

12. Whenever the Department, after reasonable inquiry, has reasonable cause to believe that one or more Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 USC § 3610 (c).

D. RELIEF FOR COMPLAINANT

13. Respondents agree to take the following action, and, as set forth in this Agreement, will provide the Department with written certification that this requirement has been met:

    a) Respondents agree to compensate the Complainant with a check in the amount of $7,680.00 (approximately 12 times her last monthly rent), within ten (10) days of the signing of the Agreement.

14. Complainant agrees to a full release of any and all claims associated with the pending HUD action against the Respondents. If requested, the Respondents will also provide a similar release to the Complainant of any and all claims associated with the pending HUD actions.

15. Respondents and Complainant agree to work cooperatively with respect to any press release issued regarding the terms of this Agreement and further agree that the financial terms will not be discussed on an individual basis, but only referenced, if at all, in the aggregate.

E. RELIEF IN THE PUBLIC INTEREST

16. With respect to the sale or rental of dwellings, Respondents, their agents, employees, successors, assigns, and all persons in active concert or participation with them, including independent contractors, are hereby enjoined from:

    a) Refusing to sell or rent a dwelling, refusing or failing to provide or offer information about a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or familial status or any other protected class because of their inclusion in any other class protected by the Fair Housing

Act;

b) Discriminating against any person in the terms, conditions, or privileges of sale or rental, or in the provision of services in connection therewith, because of race or familial status or any other protected class because of their inclusion in any other class pursuant to the Fair Housing Act;

c) Making, printing or publishing any notice or statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race or familial status or any other protected class because of their inclusion in any other class under the Fair Housing Act.

d) Discriminating against any person in making available a residential real estate-related transaction or in the terms or conditions of such a transaction, because of race or familial status or because of their inclusion in any other class protected by the Fair Housing Act.

17. Respondents agree that all advertisements, promotional materials and application forms for units at Collegiate Village (to the extent of the Respondents' or successors' involvement at Collegiate Village) and the adjoining Kensington Village Apartments will include the equal opportunity logotype or bear the phrase "equal opportunity housing". The words and/or logo shall be prominently placed and easily readable.

18. Respondents agree that at least once each quarter, advertisements for Collegiate Village (to the extent of the Respondents' or successors' involvement at Collegiate Village) will be placed in either the *Criterion*, the *Challenger* or *Panorama Hispania*. In addition, Respondents agree that at least twice annually units in the Student Housing section of Collegiate Village will be marketed by direct mail to minority student organizations at each of the colleges and universities within its market area.

19. Respondents agree to prominently display a HUD fair housing poster in its rental offices at Collegiate Village and Kensington Village and to make available fair housing brochures supplied by HOME.

F. MONITORING

20. The Department shall determine compliance with the terms of this Agreement. Monitoring this agreement may include, but is not limited to, conducting fair housing tests by the Department or other entity. The Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement. As part of such review, HUD may inspect Respondent's property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Respondent.

G. REPORTING AND RECORDKEEPING

21. Respondents must submit all required certifications and documentation of compliance to:

Jay Golden
Region II Director, Office of FHEO
U. S. Department of Housing and Urban Development
New York State Office
Jacob K. Javits Federal Building
26 Federal Plaza
New York, New York 10278-0068

22. Within one hundred twenty (120) days after the effective date of this Agreement, and every twelve months thereafter for the term of this Agreement, Respondents shall submit a report containing information about compliance efforts during the preceding reporting period. A copy of each annual report shall also be provided to the executive director of Housing Opportunities Made Equal, Inc. The report shall include, but not be limited to:

a) Copy of check payable to Complainant, Shevonne Hawkins, along with a copy of a receipt for the check, signed by the Complainant, as required by paragraph 13(a).
b) Documentation of the equal opportunity logo requirement in paragraph 17.
c) Copies of newspaper advertisements and receipts for payment. Copies of direct mail marketing as required by paragraph 18.
d) Copies of the fair housing posters and pictures of their display, and copies of receipts of fair housing brochures supplied by HOME, pursuant to the requirement in paragraph 19.

23. During the term of this Agreement, Respondents shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Agreement.

SIGNATURES
Hawkins v Renewal Housing Corporation, et al
HUD Case No. - 02-08-0392-8

By: Shevonne Hawkins
Shevonne Hawkins

SIGNATURES
Hawkins v Renewal Housing Corporation, et al
HUD Case No. - 02-08-0392-8

Renewal Housing Corporation

By: _____
Mark Chason, President

SIGNATURES
Hawkins v Renewal Housing Corporation, et al
HUD Case No. - 02-08-0392-8

Ken-Vil Associates Limited Partnership
By: Ken-Vil Corp., its General Partner

By: _____
Mark Chason, Secretary

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Affinity Renewal Development, LLC
By: Affinity Capital LLC, its sole member

By: _____
P. Jeffrey Birtch, Member

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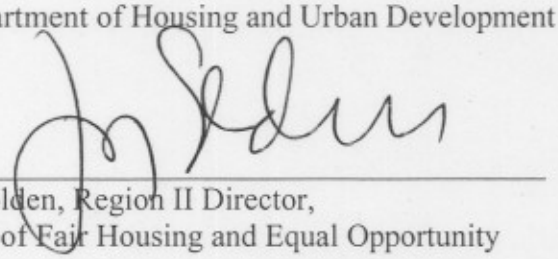
HUD Case No. - 02-08-0392-8

U. S. Department of Housing and Urban Development



Jay Golden, Region II Director,
Office of Fair Housing and Equal Opportunity

6/6/08
Date