UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Jenny and Daniel Sanchez
(Complainants)

and

Princeton Property Management, Inc.
Masters Loop, LLC
Allison Brown
Tammy Shay
(Respondents)

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

FHEO CASE NUMBER: 10-08-0116-8

DATE FILED: December 19, 2007

A. PARTIES AND SUBJECT PROPERTY

1. The Complainants referenced herein are Jenny and Daniel Sanchez. The Respondents to the complaint, FHEO Case No. 10-08-0116-8, are Masters Loop, LLC (owner of the Masters Apartments), Princeton Property Management, Inc., Allison Brown (Portfolio Manager for Princeton Property Management, Inc.) and Tammy Shay (Community Manager for the Masters Apartments). The subject property is an apartment located at 4617 S.W. Masters Loop, Aloha, Oregon 97007, which is part of the apartment complex known as Masters Apartments. The business address for Masters Apartments is 4505 S.W. Masters Loop, Aloha, Oregon 97007.

B. STATEMENT OF FACTS

2. A complaint was filed on December 19, 2007 with the United States Department of Housing and Urban Development (the Department) alleging that the Complainants were injured by discriminatory acts of the Respondents. Complainants alleged that the Respondents violated Sections 804(f)(1), 804(f)(2) and 818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 et seq. (the Act), on the basis of disability by refusing to make a reasonable accommodation, refusing to renew the rental agreement, and retaliating against the Complainants.

3. Respondents deny having committed the discriminatory acts alleged by the Complainants, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement. It is understood that this Conciliation Agreement does not constitute an admission by the Respondents of any violation of the Fair Housing Act, or any other law.

C. TERM OF AGREEMENT

4. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one year from the effective date of the Agreement.

D. EFFECTIVE DATE

5. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.

6. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity, Region X, of the United States Department of Housing and Urban Development (HUD).

E. GENERAL PROVISIONS

7. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. 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.

8. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.

9. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert in the operation of the property known as Masters Apartments, located in Aloha, Oregon 97007.

10. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.

11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

12. 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 FHEO Regional Director.

13. 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.

14. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 10-08-0116-8, or which could have been filed in any action or suit arising from said subject matter.

15. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants and their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature

whether presently known or unknown, arising out of the subject matter of HUD Case Number 10-08-0116-8 or which could have been filed in any action or suit arising from said subject matter.

16. Freddy L. Lunt, President, Princeton Property Management, Inc., is executing this Agreement on behalf of all named Respondents.

F. RELIEF FOR COMPLAINANT

17. Respondent Princeton Property Management, Inc, agrees to take the following action, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

a. Respondent Princeton Property Management, Inc. agrees to pay by certified or cashier's check the amount of Forty Thousand Dollars and 00/100 ($40,000.00) to Complainants Jenny and Daniel Sanchez within twenty (20) days of Princeton Property Management, Inc.'s receipt of a copy of the approved Agreement. The check shall be made payable to Jenny and Daniel Sanchez and mailed to the Complainants by Federal Express or certified mail at the following address:

   20866 N.W. Lapine Way
   Portland, OR 97229

b. Respondent Princeton Property Management, Inc. agrees to pay by certified or cashier's check the amount of Two Thousand Five Hundred Dollars and 00/100 ($2,500.00) to the organization named Autism Speaks as a donation made on behalf of Jenny and Daniel Sanchez within twenty (20) days of Princeton Property Management, Inc.'s receipt of a copy of the approved Agreement. The check shall be made payable to Autism Speaks and mailed by Federal Express or certified mail to the following address, with a letter stating that the donation is being made on behalf of Jenny and Daniel Sanchez and directing that the proceeds be used for awareness, advocacy, research and family services in the Pacific Northwest area:

   Autism Speaks
   2 Park Avenue
   11th Floor
   New York, NY 10016

c. Respondent Princeton Property Management, Inc. agrees to pay by certified or cashier's check the amount of Two Thousand Five Hundred and 00/100 ($2,500.00) to the Northwest Regional Education Service District as a donation made on behalf of Jenny and Daniel Sanchez within twenty (20) days of Princeton Property Management, Inc.'s receipt of a copy of the approved Agreement. The check shall be made payable to the Northwest Regional Education Service District and mailed by Federal Express or certified mail to the following address, with a letter stating that the donation is being made on behalf of Jenny and Daniel

Sanchez and directing that the proceeds be used at the facility known as the Woodside Early Childhood Center:

Nancy Ford, Director
Northwest Regional Education Service District
5825 N. E. Ray Circle
Hillsboro, OR 97124

d. Within twenty (20) days of Respondent Princeton Property Management, Inc.'s receipt of a copy of the approved Agreement, Princeton Property Management, Inc. will mail the signed original of the letter of apology attached as Exhibit A to this Agreement to Complainants Jenny and Daniel Sanchez by Federal Express or certified mail at the following address:

20866 N.W. Lapine Way
Portland, OR 97229

G. RELIEF IN THE PUBLIC INTEREST

18. Respondents acknowledge that the Fair Housing Act prohibits discrimination against any person in the terms, conditions or privileges of rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of a disability.

19. Respondents acknowledge that it is a violation of the Fair Housing Act to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of the disability of that buyer, renter, or any person associated with that buyer or renter.

20. Respondents agree to make reasonable accommodations in rules, policies, practices, or services, when such accommodation may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling or housing program.

21. Respondents acknowledge that the Fair Housing Act prohibits interfering with any person in the exercise or enjoyment of the right to rent or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of disability.

22. Respondents agree to take the following action, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

a. Within one hundred and eighty (180) days of the effective date of this Agreement, Respondents Allison Brown and Tammy Shay, any other person employed by the Masters Apartments in a management capacity, and any other

person employed by the Masters Apartments to perform maintenance will attend Fair Housing Training to be conducted by the Department's Office of Fair Housing and Equal Opportunity, or an appropriate agency or facility approved by the Department. Written approval to attend training offered by an organization not listed in this paragraph must be solicited and obtained from the FHEO Regional Director at least ten (10) days prior to the commencement of the training. The next FHEO training scheduled for Oregon is on July 17, 2008. Respondents may contact Laverne Myles-Bryant (971) 222-2632 for further details.

b. Beginning on the last day of every third month beginning June 30, 2008, and continuing for the term of this Agreement, Respondent Princeton Property Management, Inc. shall compile the following information/documents regarding the property known as Masters Apartments in Aloha, Oregon for the previous three (3) months:

    1. Name, address and telephone number of each tenant of Masters Apartments who made a reasonable accommodation request.

    2. Name, address and telephone number of each person who submitted a rental application for tenancy at the Masters Apartments and who made a reasonable accommodation request in connection with that application.

    3. For each person identified in items 1 and 2 above, the date of the reasonable accommodation request made by that person, the date of the approval or denial of the request, and for any denials, the reason for the denial.

c. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall provide written notice to current tenants of the Masters Apartments that they may request reasonable accommodation for a disability. This notice will also be provided to applicants seeking housing at Masters Apartments.

d. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall provide the Department with a copy of the reasonable accommodation policy for Masters Apartments.

H. MONITORING

23. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

24. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a photocopy of the check identified in paragraph F.17(a), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery.

25. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a photocopy of the check identified in paragraph F.17(b), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery.

26. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a photocopy of the check identified in paragraph F.17(c), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery.

27. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a photocopy of the letter that was mailed to the Complainants in compliance with paragraph F.17(d), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery.

28. Within five (5) days of the completion of the training, for each person subject to training under paragraph G.22(a) of this Agreement, Respondent Princeton Property Management Inc. shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training.

29. On the last day of every third month beginning with June 30, 2008, and every three (3) months thereafter during the term of this Agreement, Respondent Princeton Property Management, Inc. shall submit to the Department a report containing all of the information identified in paragraph G.22(b), subparagraphs (1) – (3).

30. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a copy of the notice identified in paragraph G.22(c), together with a letter stating when the notice was distributed to current tenants and verifying that the notice is being distributed to future applicants.

31. Within thirty (30) days of the effective date of this Agreement, Respondent Princeton Property Management, Inc. shall forward to the Department a copy of the reasonable accommodation policy for Masters Apartments identified in G.22(d).

All required certifications and documentation of compliance must be submitted to the Department at the following address:

Region X Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Attn: Conciliation Monitoring
909 First Avenue, Suite 205
Seattle, WA 98104

J. CONSEQUENCES OF BREACH

32. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

SIGNATURES

Jenny Sanchez
Complainant

Date 04-09-08

Daniel Sanchez
Complainant

04-09-08
Date

Freddy L. Lunt, President, Princeton Property Management, Inc.
On behalf of all Respondents

Date

Linda M. Radtke, Conciliator

Date

APPROVAL

Diane B. Nelson
Acting Regional Director
FHEO, Region X-Seattle

April 15, 2008
Date

Region X Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Attn: Conciliation Monitoring
909 First Avenue, Suite 205
Seattle, WA 98104

J. CONSEQUENCES OF BREACH

32. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

SIGNATURES

Jenny Sanchez
Complainant

Date

Daniel Sanchez
Complainant

Date

Freddy L. Lunt, President, Princeton Property Management, Inc.
On behalf of all Respondents

4/3/08
Date

Linda M. Radtke, Conciliator

Date

APPROVAL

Diane B. Nelson
Acting Regional Director
FHEO, Region X-Seattle

April 15, 2008
Date

Region X Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Attn: Conciliation Monitoring
909 First Avenue, Suite 205
Seattle, WA 98104

J. CONSEQUENCES OF BREACH

32. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

SIGNATURES

Jenny Sanchez Complainant	Date
Daniel Sanchez Complainant	Date
Freddy L. Lunt, President, Princeton Property Management, Inc. On behalf of all Respondents	Date
Linda M. Radtke, Conciliator	4/10/08 Date

APPROVAL

Diane B. Nelson Acting Regional Director FHEO, Region X-Seattle	April 15, 2008 Date

Exhibit A

Princeton
PROPERTY MANAGEMENT

April 2, 2008

Mrs. Jenny Sanchez
Mr. Daniel Sanchez
20866 NW Lapine Way
Portland, OR 97229

RE: Letter of Apology

Dear Mr. and Mrs. Sanchez:

Please accept this letter as an apology for any inconvenience or frustration you may have suffered during the time you were residents at The Masters Apartments and during your resulting move. We value our residents and regret that the issues regarding you and your son were not resolved in a more satisfactory way. This sentiment is shared by not only the Princeton Corporate staff but the staff at The Masters as well.

Best wishes to you and your family. We hope the future brings you the best.

Sincerely,

Freddy Lunt
President

Cc: Linda Radke, Equal Opportunity Specialist
Allison Brown, Senior Portfolio Manager
Tammy Shay, Community Manager, The Masters

7831 S.E. LAKE ROAD • SUITE 200
PORTLAND, OREGON 97267
503.794.9004 • 800.994.7700
FAX: 503.794.9045

** TOTAL PAGE.02 **

Ex. A: HUD 10-08-0116-8