


UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VIII**

**VOLUNTARY CONCILIATION AGREEMENT**

**between**

  
  
Olathe, KS 66062  
(Complainant)

and

The Villas of Asbury Homeowners Association, Inc.  
18532 W. 157<sup>th</sup> Terrace  
Olathe, KS 66062  
(Respondent)

and

Bill Seiler, Board President,  
The Villas of Asbury Homeowners Association, Inc.  
18532 W. 157<sup>th</sup> Terrace  
Olathe, KS 66062  
(Respondent)

And

Property Manager  
Sentry Management Company 3401  
College Blvd., Suite 250  
Leawood, KS 66211  
(Respondent)

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

**FHEO CASE NUMBERS: 07-20-3988-8**

**A. PARTIES AND SUBJECT PROPERTY**

- ██████████ (Disabled) (Complainant)
- The Villas of Asbury Homeowners Association, Inc. (HOA), Owner (Respondent)
- Bill Seiler, Board President, The Villas of Asbury Homeowners Association, Inc., (Respondent).
- Property Manager, Sentry Management Company (Respondent)
- Description of Subject Property: The Villas of Asbury is a Homeowner’s Association of residential homes, including its clubhouse located at 18532 W. 157<sup>th</sup> Terrace, Olathe, KS 66062.
- The parties agree that this Agreement is being executed by Respondents The Villas of Asbury Homeowners Association, Inc., Owner, and Bill Seiler, Board President. No other signatures are required to execute this Agreement and Respondent Sentry Management Company, as former property manager, has no performance obligations under this Agreement. Complainant acknowledges that it can be made whole with performance of the conditions herein by Respondents the Villas of Asbury Homeowners Association, Inc., Owner (hereinafter referred to as “Respondent HOA”), and Bill Seiler, Board President (“Respondent HOA”).

**B. STATEMENT OF FACTS**

Respondents deny that they discriminated against the Complainant or discriminated against persons due to their disability but agree to settle the claims in the underlying action by entering into this Voluntary Conciliation Agreement. Entering into this Voluntary Conciliation Agreement is not an admission of liability by Respondents as to any of the claims asserted in the complaint.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties and their heirs, successors, and assigns for a period of one year from the Effective Date of the Agreement.

**D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor an 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 Region VII Director, or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the FHEO Region VII Director, 400 State Avenue, Gateway Tower II, Room 400, Kansas City, KS 66101.

**E. GENERAL PROVISIONS**

4. 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.
5. The 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.
6. This Agreement, after it has been approved by the FHEO Region VII Director, or his or her designee, is binding upon Respondent The Villas of Asbury Homeowners Association, Inc., their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the Villas of Asbury.
7. It is understood that pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region VII Director, or his or her designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
9. 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 Region VII Director.
10. The parties agree that the Execution of this Agreement may be accomplished by separate Execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainant ██████████, hereby forever waives, releases, and covenants not to sue the Department or Respondent The Villas of Asbury Homeowner's

Association, Inc., 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 07-20-3988-8, or which could have been filed in any action or suit arising from or about Respondent The Villas of Asbury Homeowner's Association, Inc.

12. Respondent The Villas of Asbury Homeowner's Association, Inc., hereby forever waives, releases, and covenants not to sue the Department or Complainant ██████████ ██████████ and his 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 07-20-3988-8, or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR COMPLAINANT**

13. Respondents agrees to take the following actions, 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, Respondent The Villas of Asbury Homeowners Association, Inc., agrees to install three (3) power assisted doors (*Ref.* A door used for human passage with a mechanism that helps to open the door, or relieve the opening resistance of a door, upon the activation of a switch or a continued force applied to the door itself. If the switch or door is released, such doors immediately begin to close or close completely within 3 to 30 seconds) at the subject property. The above will be accomplished by the installation of push panels on the three doors described below in coordination with the clubhouse access card security system.
    - i. Specifically, the first power assisted door(s) shall be at the main entrance of the clubhouse.
    - ii. The second power assisted door(s) shall be in the internal clubroom entrance.
    - iii. The third set of power assisted door(s) shall be on the clubroom pool entrance.
  - b. The Respondents agree to ensure that the installation of and use of the power assisted doors comply with UFAS § 4.13.12 (*Ref.* UFAS § 4.13.12) AUTOMATIC DOORS AND POWER-ASSISTED DOORS. If an

automatic door is used, then it shall comply with American National Standard for Power-Operated Doors, ANSI A156.10-1979. Slowly opening, low-powered, automatic doors shall be considered a type of custom design installation as described in paragraph 1.1.1 of ANSI A156.10-1979. Such doors shall not open to back check faster than 3 seconds and shall require no more than 15 lbf (66.6N) to stop door movement. If a power-assisted door is used, its door-opening force shall comply with 4.13.11 and its closing shall conform to the requirements in section 10 of ANSI A156.10-1979)

- c. The Respondents agree to ensure that associated applicable door specifications required by UFAS for power assisted doors will be observed, instituted, and in compliance (*Ref.* 4.13.5 CLEAR WIDTH; 4.13.6 MANEUVERING CLEARANCES AT DOORS; 4.13.8 THRESHOLDS AT DOORWAYS; and 4.13.12 AUTOMATIC DOORS AND POWER-ASSISTED DOORS).
- d. The Respondents agree that the inside clubroom double doors will be permanently secured open to avoid navigating two sets of doors, but not removed. Moreover, one of the doors to the exercise room will be permanently left open as well.
- e. The Respondent agrees to install a 42-inch high by 48-inch-long aluminum handrail on the left-hand side of the left hand clubroom entrance / security access reader area.

## **G. RELIEF IN THE PUBLIC INTEREST**

14. Respondents agrees to the following terms and conditions for the public interest:

a. Within three-hundred and thirty-five days (335) of the Effective Date of this Agreement, Respondent The Villas of Asbury Homeowner's Association, Inc., agrees to require all officers and board members of HOA Respondents one and one-half hours of fair housing training that focuses on the Fair Housing Act and the Respondents' obligations under the Act. Respondents understand and acknowledge their right to choose any appropriate, qualified third-party agency or facility to conduct the training. If the Respondents choose to use a qualified third-party agency or facility, the Respondents agree to submit a written request to the FHEO Regional Director for review of the qualified third party that includes the proposed course outline, syllabus, agenda, and training materials, or website that contains such information, etc., at least thirty (30) days before the scheduled training date. Upon receipt of the Respondents written request, FHEO will

review and respond with either a comment or reject the trainer based on the qualifications of the third party and the content of the training.

- b. The Respondents, after receipt of FHEO's review, may retain and use the services of a qualified third party to prepare and conduct the training consistent with the materials submitted by the Respondents and in compliance with this Agreement. In the alternative to selecting an appropriate, qualified third-party agency or facility to conduct the training, the Respondents can at no cost access the "Basics of the Fair Housing Act" webinar, available on YouTube's HUD Channel at <https://youtu.be/egXPe7HT7tc> to satisfy the requirements in this Agreement. Respondents must notify FHEO, in writing, that they will obtain training using this alternative method, including those individuals who will attend, should the Respondents choose this method.

## **H. MONITORING**

15. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

16. Within 210 calendar days of the Effective Date of this Agreement, the Respondents shall forward to the Department objective evidence of the successful completion of the actions taken under the terms of paragraph 13a – 13e, of this Agreement.
17. Within 345 days of the Effective Date of this Agreement, Respondents shall certify to the FHEO, in writing, that they have complied with the terms of Part G, Paragraph 14 of this Agreement.
  - a. Respondents will submit a record of all persons including their titles who attended the training detailed in Section G.14.
18. Respondents agree to reference HUD Case Numbers 07-20-3988-8, on all correspondence to the Department, and submit or deliver all required certifications and documentation of compliance with this Agreement to:

[kathryn.a.amaya@hud.gov](mailto:kathryn.a.amaya@hud.gov)

**J. CONSEQUENCES OF BREACH**

18. 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.

**K. SIGNATURES (1/3)**

██████████ (Complainant)

Date

**L. SIGNATURES (2/3)**

\_\_\_\_\_  
The Villas of Asbury Homeowners Association,  
Inc. (Respondent)  
By: William H. Seiler, Jr., Board President

\_\_\_\_\_  
Date



**M. SIGNATURES (3/3)**

\_\_\_\_\_  
William H. Seiler, Jr. (Respondent), Board President  
The Villas of Asbury Homeowners Association, Inc

\_\_\_\_\_  
Date

**N. APPROVAL**

\_\_\_\_\_  
Natasha J. Watson  
Acting Regional Director,  
Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date