



CONCILIATION AGREEMENT

UNDER

The Fair Housing Act

Among

The United States  
Department of Housing and Urban Development

And

[REDACTED]  
Las Vegas, Nevada 89128

[REDACTED]  
Las Vegas, Nevada 89128

[REDACTED]  
Las Vegas, Nevada 89128  
Complainants

And

Thomas Kelly  
First Columbia Community Management, Inc.  
P.O. Box 28759  
Las Vegas, Nevada 89126

Harbor Cove Homeowners Association  
P.O. Box 28759  
Las Vegas, Nevada 89126

HAE Investments, Ltd  
7691 Gabriola Crescent  
Richmond, BC V7C 1W1  
Canada  
Respondents

CASE NUMBERS: 09-13-0274-8

DATE FILED: December 26, 2012

Effective Date of Agreement: \_\_\_\_\_

Expiration Date of Agreement: \_\_\_\_\_

**A. Parties and Subject Property**

Complainants: [REDACTED]

Complainants' Representative:  
Chris Brancart, P.O. Box 686, Pescadero, CA 94060

Respondents: Thomas Kelly, First Columbia Community Management, Inc.  
Harbor Cove Homeowners Association  
HAE Investments, Ltd

Respondents' Representatives:  
Helen McFarland, 575 Market Street, San Francisco, CA 94105  
Shemilly Briscoe, 1060 Wigwam Parkway, Henderson, NV 89074

Subject Property: 8133 Horizon Lake Drive, Las Vegas, Nevada 89128

**B. Statement of Facts**

On December 26, 2012, [REDACTED] (Complainants) filed a complaint with the United States Department of Housing and Urban Development (the Department), alleging that they had been injured by a discriminatory act of Respondents. Complainants allege that Respondents violated Section 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1998 (the Act) (42 U.S.C. 3604 et seq.), based on disability.

Respondents deny having discriminated against Complainants or having engaged in any wrongdoing against Complainants, but agree to settle the claims in the underlying complaint by entering into this Conciliation Agreement (Agreement).

**C. Term of Agreement**

This Agreement shall govern the conduct of the parties for a period of three (3) years from the effective date of the Agreement.

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**D. Effective Date**

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 Director or his or her designee.

This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), San Francisco Region, U.S. Department of Housing and Urban Development.

**E. General Provisions**

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
2. It is understood that Respondents deny any violation of law, and that this Agreement does not constitute an admission or concession of wrongdoing by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
3. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of First Columbia Community Management, Inc., Harbor Cove Homeowners Association, and HAE Investments, Ltd., respectively.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his or her designee, it is a public document. However, the Department will hold confidential all information of a personal or financial nature concerning the parties to this Agreement that is not contained in the body of the Agreement.

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5. 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.
6. All parties agree that the signature of Thomas Kelly is made with the authority of and on behalf of Respondents Harbor Cove Homeowners Association and First Columbia Community Management, Inc.; and that the signature of Andrew Wolf is made with the authority and on behalf of HAE Investments, Ltd. All parties further agree that Thomas Kelly and Andrew Wolf will be the contact persons for compliance with public interest relief provisions outlined herein; that Attorney Helen McFarland will be the contact person for compliance regarding payments made to Complainants by First Columbia Community Management Inc., and by Harbor Cove HOA; and that Attorney Shemilly Briscoe will be the contact person for compliance regarding payments made to Complainants by HAE Investments, Ltd, as outlined in Section G of the Agreement.
7. Complainants also represent and affirm that they have not assigned or subrogated any claim against Respondents, or authorized any other person or entity to assert such a claim on their behalf.
8. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed 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 Regional Director, Fair Housing and Equal Opportunity, Region IX. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
9. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile or electronic transmission will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of the Agreement or within ten (10) days

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from the date of the Agreement. Both the original and faxed or electronic transmission signature pages will be retained in the official case file.

10. In exchange for compliance with the provisions of this Agreement, Complainants hereby forever, waive, release, discharge, and covenant not to sue Respondents, their heirs, executors, assigns, agents, employees, officers, directors, managers, administrators, owners, principals, beneficiaries, representatives, affiliates, subsidiaries, parents, members, partners, related entities, successors, attorneys and insurers, with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of, or in any way related to, the subject matter of HUD Case Number 09-13-0274-8, or the Complaint, which could have been filed in any action or suit arising from said subject matter. Nothing in this Agreement shall impair the rights and obligations of Complainant [REDACTED] and Respondent HAE Investments, Ltd (HAE) pursuant to the terms of their ongoing lease agreement for rental of the subject dwelling, unless by mutual agreement [REDACTED] and HAE modify the terms of that lease.
11. In exchange for compliance with the provisions of this Agreement, Respondents hereby forever waive, release and covenant not to sue the Department or Complainants, their executors, 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 Numbers 09-13-0274-8, or which could have been filed in any action or suit arising from said subject matter. Nothing in this Agreement shall impair the rights and obligations of Complainant [REDACTED] and Respondent HAE Investments, Ltd (HAE) pursuant to the terms of their ongoing lease agreement for rental of the subject dwelling, unless by mutual agreement [REDACTED] and HAE modify the terms of that lease.

**F. Non-Retaliation**

Respondents acknowledge 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 and other Authorities. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

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**G. Relief for Complainants**

Respondents agree to submit four checks totaling \$65,000.00 (sixty-five thousand dollars) payable to "Attorney Client Trust Account of Brancart and Brancart," to Brancart and Brancart, 8205 Pescadero Road, Loma Mar, California 94021, no later than 20 (twenty) days after the signing of this Agreement. The breakdown of the checks will be as follows: Great American Insurance Company will submit a check for \$39,000 (thirty-nine thousand dollars); Harbor Cove Homeowners Association will submit a check for \$14,500 (fourteen thousand five hundred dollars); First Columbia Community Management Inc. will submit a check for \$5,000; and HAE Investments will submit a check for \$6,500 (six thousand five hundred dollars). Respondents agree to forward copies of said checks to the Department within 20 (twenty) days of the date FHEO's Regional Director signs the Agreement.

**H. Relief in the Public Interest**

Respondents agree to initiate a process with residents of the HOA to revise the CC&R's, the management agreement, rental agreements, and any other rules or documents that concern occupancy of any dwelling within the community governed by Respondent Harbor Cove Homeowners Association, including access to any services or facilities in connection with that occupancy, to prohibit discrimination and to provide for a reasonable accommodation process.

It is agreed that within six (6) months of the effective date of this Agreement, all Respondents, including all staff that interact with residents or tenants in the Harbor Cove neighborhood, and all of Harbor Cove HOA board members who are serving on the board at the end of the six month period, shall attend fair housing training at Respondents' expense, to be conducted by Silver State Fair Housing Council or any other fair housing agency that HUD has qualified under its Fair Housing Initiative Program. Respondents shall provide the Department with certification within ten (10) business days of completion of said training, including the names of attendees, the date of the training, and who provided the training.

Respondents shall post a fair housing sign in each public facility at the Harbor

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Cove Homeowners Association, First Columbia Community Management and HAE Investments premises, in a prominent location where it may be seen by residents and prospective residents.

Respondents shall prominently feature the HUD fair housing logo and a statement that "We are a fair housing provider," in all written and electronic advertisement and communication, including newsletters and information packets provided to new or potential residents, including tenants.

Respondents shall provide each person involved in the operation of Harbor Cove Homeowners Association, First Columbia Community Management, and HAE Investments Ltd., respectively, including board members, with a copy of this Agreement.

**I. Monitoring**

Complainants and Respondents agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Respondents' pertinent records and practices, and interview witnesses associated with the future compliance events described in Sections G and H of this Agreement. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

**J. Reporting and Recordkeeping**

All required certifications and documentation of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: CONCILIATION REVIEW  
600 Harrison Street, 3<sup>rd</sup> floor  
San Francisco, CA 94107-1387

**K. Consequences of Breach**

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The parties understand that if the Department has reasonable cause to believe that Respondents have breached this agreement, the Department shall refer the matter to the Attorney General of the United States, to commence civil action in the appropriate U.S. District Court, pursuant to 42 USC 3610(c).

This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving Respondents made pursuant to the Act or any other authority within the Department's jurisdiction.

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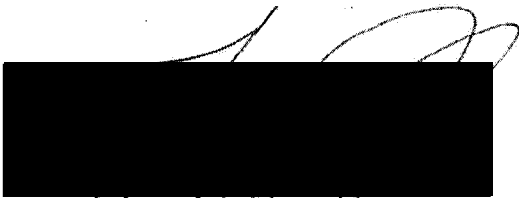
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**SIGNATURE PAGE**

**These signatures attest to the approval and acceptance of this Conciliation Agreement.**

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08-29-2013  
Date

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08/29/13  
Date

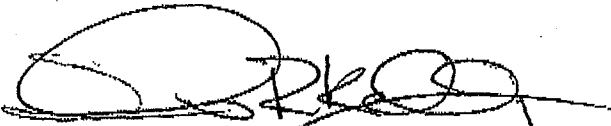
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08/29/13  
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Conciliation Agreement  
Doyle v. Harbor Cove HOA et al  
HUD Case Number 09-12-0274-8

**SIGNATURE PAGE**

**These signatures attest to the approval and acceptance of this  
Enforcement Agreement**



Thomas Kelly, First Columbia Community  
Management, Inc. and  
Harbor Cove Homeowners Association

8-29-13

Date

Andrew Wolf, HAE Investments, Ltd.

Date

**SIGNATURE PAGE**

**These signatures attest to the approval and acceptance of this Enforcement Agreement**

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Thomas Kelly, First Columbia Community  
Association Management, Inc. and  
Harbor Cove Homeowners Association

Date



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Andrew Wolf, HAE Investments, Ltd.

*Aug 29 2013*

Date

Conciliation Agreement  
Doyle v. Harbor Cove HOA et al  
HUD Case Number 09-12-0274-8

**FHEO SIGNATURE**

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Anné Quesada  
Regional Director  
Office of Fair Housing and Equal Opportunity

Date