

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

TITLE VIII

CONCILIATION AGREEMENT

between

**U.S. Department of Housing and Urban Development
Assistant Secretary for the Office of Fair Housing and Equal Opportunity
(Complainant)**

and

**TriTex Real Estate Advisors, Inc.
Greystar Management Services, LP
(Respondents)**

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

FHEO CASE NUMBER: 04-12-0360-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Assistant Secretary
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W., Room 5241
Washington, DC 20410

Respondents

TriTex Real Estate Advisors, Inc.
3424 Peachtree Road NE
Suite 2200
Atlanta, GA 30326

Greystar Management Services, LP
600 E. Las Colinas Boulevard
Suite 2100
Irving, Texas 75039

Subject Property

Clairmont Apartments (233 unit apartment complex)
1019 Patricia Drive
Nashville, TN 37217

B. STATEMENT OF FACTS

A Secretary Initiated Complaint was filed by the United States Department of Housing and Urban Development (hereinafter, "HUD" or "the Department") on February 10, 2012, alleging that the Respondents engaged in discriminatory acts in violation of the Fair Housing Act of 1968 (hereinafter, "the Act"). Specifically, the complaint alleged that Respondents subjected Hispanic residents of the subject property to different terms and conditions, engaged in targeted acts of intimidation and harassment towards Hispanic tenants, and otherwise made housing unavailable, on the basis of national origin, in violation of Sections 804(a), 804(b), and 818 of the Act.

Respondents collectively deny having discriminated against Hispanic residents and there has been no factual finding or adjudication with respect to any matter alleged in the complaint. Respondents have entered into this Agreement to avoid the risks, expenses, and burdens of litigation and to resolve voluntarily the claims in the underlying action

(the "Claims") regarding alleged violations of the Fair Housing Act. By settling this matter, Respondents are not admitting to any fault, guilt or liability with respect to the Claims.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one (1) 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 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.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Atlanta Regional Office of the United States Department of Housing and Urban Development (HUD).

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. 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.

