



CONCILIATION AGREEMENT

Between
The United States
Department of Housing and Urban Development

And

[REDACTED]
Complainant

And

The Arbors Owners' Association, Inc.
2232 S. Nellis Blvd., #292
Las Vegas, NV 89104
Respondents

And

First Columbia Community Management Inc. (Mgmt. Company)
P.O. Box 28759
Las Vegas, NV 89126-2759
Respondents

HUD Case Number:
09-09-0646-8 (Title VIII)

Dated Filed: March 25, 2009

Effective Date of Agreement: 7/2/2009

Expiration Date of Agreement: 7/2/2009

A. Parties and Subject Property

Complainant: [REDACTED] is a disabled person.

Respondent: The Arbors Owners' Association, Inc.

Respondent: First Columbia Community Management Inc.

Subject Property: [REDACTED]
Las Vegas, Nevada 89110

Statement of Facts

On March 25, 2009, [REDACTED] is a disabled person (Complainant) filed a complaint with the United States Department of Housing & Urban Development (the Department) alleging that he was injured by a discriminatory act of the Respondents. The Complainant alleges that the Respondents violated Sections 804(f)(3)(B) and 818 of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the Act). It is alleged that the Respondents were responsible for: retaliation and failure to make a reasonable accommodation based on Complainant's disability.

B. Term of Agreement

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period two (2) years from the effective date of the Agreement.

C. 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 Regional Director, Office of Fair Housing and Equal Opportunity, Region IX or his or her designee.
3. This Agreement shall become effective on the date on which it was approved by the Regional Director, Office of Fair Housing and Equal Opportunity, Region IX, U.S. Department of Housing and Urban Development.

[REDACTED]

President, Kim Hansen _____

Owner, Thomas Kelly _____

HUD Name: [REDACTED]. The Arbors Owners Association, et al.
HUD Number: 09-09-0646-8 (Title VIII)

E. General Provision

4. 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.
5. It is understood that the Respondents deny any violation of law, and that this Agreement does not constitute an admission by the Respondents, nor does this Agreement constitute evidence of a determination by the Department of any violations of the Fair Housing Act or any other law.
6. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act and other Authorities.
7. This Agreement, after it has been approved by the Regional Director, Office of Fair Housing and Equal Opportunity, Region IX or his or her designee, is binding upon the Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the The Arbors Owners' Association, Incorporation and First Columbia Community Management Incorporation.
8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Regional Director, Office of Fair Housing and Equal Opportunity, Region IX or his or her designee, it is a public document.
9. The parties understand the President, Kim Hansen of the Arbors Owners' Association is the signatory for the Respondents named to this Agreement in active concert with Arbors Owners' Association Incorporation.
10. The parties understand the Owner, Thomas Kelly of First Columbia Community Management, Incorporation is the signatory for the Respondents named to this Agreement in active concert with First Columbia Community Management, Incorporation.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaints involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.


President, Kim Hansen _____

Owner, Thomas Kelly _____

HUD Name:  The Arbors Owners Association, et al.
HUD Number: 09-09-0646-8 (Title VIII)

12. No amendments to modifications of, or waiver of any provision of this Agreement shall be effective unless all of 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, Office of 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.
13. 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 will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing the Agreement or within 10 days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
14. In exchange for the compliance with the provisions of this Agreement, the Complainant hereby forever waives, releases, and covenants not to sue the 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 the Department's case number 09-09-0646-8 or which could have been filed in any action or suit arising from said subject matter.
15. In exchange for the compliance with the provisions of this Agreement, the Respondents hereby forever waive, release, and covenant not to sue the Department or the Complainant, its 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 the Department's case number 09-09-0646-8 or which could have been filed in any action or suit arising from said subject matter.


President, Kim Hansen _____

Owner, Thomas Kelly _____

HUD Name:  v. The Arbors Owners Association, et al.
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F. Non-Retaliation

16. The Respondents acknowledge that it is unlawful to retaliate against any persons because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and other Authorities. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

G. Relief for Complainant

17. Respondents agree to pay the amount of \$10,000.00 (TEN THOUSAND DOLLARS AND 00/100) in the form of a check payable to [REDACTED] and mailed directly to the Complainant by certified mail at the following address within ten (10) days of the effective date of this Agreement: [REDACTED] Las Vegas, Nevada 89110-4964
18. A copy of the check shall be forwarded within ten (10) days of the effective date of this Agreement to U.S. Department of Housing and Urban Development, 600 Harrison Street, 3rd Floor, San Francisco, California 94107.

H. Relief in the Public Interest

The Respondents acknowledge that federal civil rights law prohibits them from discriminating in the:

19. Rental or sale of, or to otherwise make unavailable or deny, a dwelling to any person or to make statements with respect to the rental or sale of a dwelling in connection therewith, on the basis of race, color, religion, sex, national origin, handicap or familial status, and requires that it provide reasonable accommodation in its policies and practices, and to accommodate to the needs of persons with disabilities.
20. It is understood that the Respondents have a prior obligation under an Initial Decision and Consent Order with the Department to attend four (4) hours housing training within three hundred and sixty-five (365) days, effective on October 20, 2008. The Respondents shall pay for any cost of the training. The training shall be conducted by a reputable fair housing organization.

[REDACTED]

President, Kim Hansen _____

Owner, Thomas Kelly _____

HUD Name: [REDACTED] v. The Arbors Owners Association, et al.
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21. The Respondents will upon completion of training submit a Certificate of Completion with name and date of completion, the name of the agency that provided the training and the name and background of the trainer will satisfy the requirement of paragraph #20 of this Agreement.

I. Monitoring

22. The Complainant and the 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 the Respondents' property identified in Section A of the Agreement, interview witnesses and copy pertinent records of the Respondents. The Respondents agree to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Recordkeeping

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

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Attention: Conciliation Review
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1387

K. Consequences of Breach

24. The parties understand that if the Department has reasonable cause to believe that the Respondents have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 472 USC 3610(c).


President, Kim Hansen _____

Owner, Thomas Kelly _____

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SIGNATURES PAGE

[Redacted Signature]

Complainant

Monday, June 29-09
Date

Kim Hansen, President
The Arbors Owners' Association Incorporation
Signatory for all Respondents

Date

Thomas Kelly, Owner
First Columbia Community Management Incorporation
Signatory for all Respondents

Date

FHEO SIGNATURES

Lolinda Portlock

Lolinda Portlock
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
Enforcement Branch

6/30/09
Date

Jesse Webster

Jesse Webster Chief
Office of Fair Housing and Equal Opportunity Enforcement Branch

7/2/09
Date

Anne Quesada

Anne Quesada, Program Center Director
Office of Fair Housing and Equal Opportunity

7/2/09
Date

APPROVED ON BEHALF OF THE SECRETARY

Charles E. Hauptman, Regional Director
Office of Fair Housing and Equal Opportunity

Date

SIGNATURES PAGE

 Date
 [Redacted]
 Kim Hansen, President
 The Arbors Owners' Association Incorporation
 Signatory for all Respondents
 Date 6/30/09

 Date
 Thomas Kelly, Owner
 First Columbia Community Management Incorporation
 Signatory for all Respondents
 Date 6-30-09

FHEO SIGNATURES

 Lolinda Portlock
 Lolinda Portlock
 Equal Opportunity Specialist
 Office of Fair Housing and Equal Opportunity
 Enforcement Branch
 Date 7/1/09

 Jesse Webster
 Jesse Webster Chief
 Office of Fair Housing and Equal Opportunity Enforcement Branch
 Date 7/2/09

 Annie Quesada, Program Center Director
 Office of Fair Housing and Equal Opportunity
 Date 7/2/09

APPROVED ON BEHALF OF THE SECRETARY

 Charles E. Hauptman, Regional Director
 Office of Fair Housing and Equal Opportunity
 Date 7/2/2009