

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Shaun Donovan, Secretary
U.S. Department of Housing and Urban Development
(Complainant)

and

Atlantic Realty Partners, Inc.
(Respondent)

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F.H.E.U.

FHEO CASE NUMBER: 05-09-0146-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Shaun Donovan, Secretary
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, Dist. Of Columbia 20410

Respondent

Atlantic Realty Partners, Inc.
The Pinnacle
3455 Peachtree Road, Suite 770
Atlanta, GA 30326

Subject Property

The Reserve at Evanston
1930 Ridge Avenue
Evanston, IL 60201

B. STATEMENT OF FACTS

A complaint was filed on October 10, 2008 by Complainant through his designee, Kim Kendrick, Assistant Secretary for the Office of Fair Housing and Equal Opportunity ("FHEO"), United States Department of Housing and Urban Development ("HUD", or, the "Department"), alleging that disabled individuals in the Chicago metropolitan area were injured by a discriminatory act of Respondent. Complainant alleges that Respondent Atlantic Realty Partners, Inc., violated §§804(f)(2) and 804(f)(3)(C) of the federal Fair Housing Amendments Act of 1988, 42 U.S.C. 3601 *et seq.* (the "Act"), on the basis of disability by not offering the same rental incentives to disabled applicants as were offered to non-disabled applicants and by failing to meet design and construction requirements for the entrance to the leasing office.

Respondent denies having discriminated against disabled individuals, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years 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 Complainant or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Secretary or his designee.

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. Respondent acknowledges that he or she has 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. Respondent further acknowledges 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 Secretary or his designee, is binding upon Respondent, its employees, successors and assigns and all others in active concert with it in the ownership or operation of The Reserve of Evanston.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Secretary or his 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 Respondent made pursuant to the 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 Secretary or his designee.
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. Respondent hereby forever waives, releases, and covenants not to sue the Department, its 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 05-09-0146-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF IN THE PUBLIC INTEREST

12. Respondent agrees, within sixty (60) days of the effective date of this Agreement, to implement a special rent incentive promotion to attract prospective disabled tenants to the subject property. The promotion shall continue for two years less one day from the effective date of this Agreement or until at least \$10,000 in rent incentives have been offered to disabled tenants, whichever comes first.

While the promotion continues, the rent incentive shall be offered by Respondent's agents to each disabled individual who applies and qualifies to become a tenant at the subject property, and shall consist of a \$100 per month decrease in rent for a period of one year, over and above any other rent incentives being offered to prospective tenants at the time. Should eight qualified disabled individuals be offered the incentive, the ninth such individual shall be offered a \$100 per month decrease in rent for a period of at least four months, at which point the promotion may be discontinued. The incentive shall be applicable to all available units at the subject property.

While the promotion continues, Respondent's rental agents shall be required to mention this incentive to any individuals who inquire onsite about housing at the subject property and/or view a model unit at the property, and who also: a) use a wheelchair, walker, or other mobility assistance device; b) have a service animal; c) are legally blind or deaf; and/or, d) mention that they have been referred by Access Living of Metropolitan Chicago ("Access Living") or Lake County Center for Independent Living (LCCIL).

Respondent's agents shall not be required to mention the incentive to individuals in the aforementioned categories after the promotion may be discontinued for one of the two reasons stipulated above. Further, Respondent's agents shall not be required to mention this incentive, at the time of inquiry, to individuals who inquire about housing at the property via telephone, facsimile, or electronic mail and who do not inform the agent(s) that they are disabled and/or that they have been referred by Access Living or LCCIL.

Respondent's rental agents shall not inquire as to the nature of any individual's disability, unless the individual requests a reasonable accommodation in Respondent's rules, policies, practices, or services to afford him or her equal opportunity to use and enjoy a dwelling, and knowledge of the nature of his or her disability is necessary to enable Respondent to make an informed decision on the matter.

13. Respondent agrees, within sixty (60) days of the effective date of this Agreement, to notify Access Living and LCCIL, in writing, of the special rent incentive promotion described in Paragraph 12 of this Agreement. In said notice, Respondent shall describe the details of the promotion, as outlined above.
14. If, two years less one day after the effective date of this Agreement, eight or fewer disabled individuals have been offered rent incentives, in accordance with Paragraph 12 of is Agreement, whatever amount less than \$10,000 has been offered shall be donated, at that time, to a disability rights organization selected by Respondent and approved by HUD.
15. Respondent agrees to place the Fair Housing Logo in all advertisements for the subject property during the duration of this Agreement.
16. Within ninety (90) days of the effective date of this Agreement, all of Respondent's rental agents employed at the subject property shall obtain a minimum of three (3) hours of fair housing training, to be provided, at Respondent's expense, by a disability rights organization selected by Respondent and approved by HUD. All rental agents hired by Respondent between ninety (90) days after the effective date of this Agreement and two (2) years after the effective date of this Agreement shall obtain similar training within ninety (90) days of their start date at Respondent's expense.
17. Within ninety (90) days of the effective date of this Agreement, Respondent shall provide an accessible route to, and accessible entrance for, the leasing office for the subject property, in compliance with the Act's accessibility requirements, as follows:
 - a) Respondent shall construct a ramp leading from the southwest corner of the front entrance to the rental office, westward along the south wall, to enable wheelchair users to access the rental office. The ramp shall be at least 48 inches wide and shall run at least 7 feet, with the slope of the ramp not to exceed 8.33%. There shall be at least 5 feet of flat space extending outward from the bottom of the ramp. Continuous handrails shall be constructed on both sides of the ramp; the top of each handrail shall be thirty to thirty-four inches above the surface of the ramp, and the gripping surface of the handrail shall be between one and one-quarter to one and one-half inches wide.
 - b) Respondent shall install electronic door opener devices at the front entrance of the leasing office of the subject property to provide assistance to disabled individuals in opening the doors. The control pads for these devices shall not be more than 48 inches above the floor and shall be located near the glass panels next to the latch-side frames of the doors.
 - c) Until such time as the ramp described herein is constructed, a free standing sign approximately the same size as the leasing sign shall be placed at the front of the leasing office entrance to direct individuals to the accessible entrance. The sign shall

have conspicuous dark lettering on a white background with an arrow pointing to the to the accessible entrance.

18. Within ninety (90) days of the effective date of this Agreement, Respondent agrees to have one of its "Future Resident Parking" spaces striped and designated as a "handicap" parking space,

G. MONITORING

19. 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 Respondent's property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondent. Respondent agrees to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

H. REPORTING AND RECORDKEEPING

20. Within five (5) days of notifying Access Living and LCCIL in accordance with Paragraph 13 of this Agreement, Respondent shall forward to the Department a copy of said notice, as well as proof of delivery.
21. Within five (5) days of completion of training in accordance with Paragraph 16 of this Agreement, Respondent shall forward to the Department evidence of successful completion in the form of a Certificate or letter from the entity conducting the training, together with a list of participants.
22. Within five (5) days of completion of the modifications described in Paragraphs 17 and 18 of this Agreement, Respondent shall forward to the Department evidence of their successful completion, including photographs and certification that the required work has been completed.
23. Within six (6) months of the effective date of this Agreement, and every six (6) months thereafter for the duration of this Agreement, Respondent shall provide a written report to the Department stating the names of any disabled individuals who have been offered special rent incentives in accordance with Paragraph 12 of this Agreement, as well as their corresponding unit numbers. For each six-month period, if no individuals have been offered the rent incentive, the report shall state, "None."
24. If, two years less one day after the effective date of this Agreement, Respondent has offered less than \$10,000 in rent incentives to disabled tenants, Respondent shall forward to the Department at that time evidence that whatever amount less than \$10,000 has been offered has been donated to an approved disability rights organization, as provided for in Paragraph 14 of this Agreement. Said evidence shall consist of a copy of the cashier's check for the appropriate dollar amount and proof of delivery to the organization.

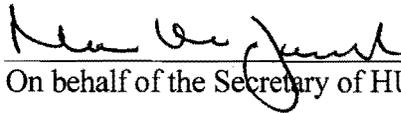
25. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Barbara Knox, Director
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd., Rm 2101
Chicago, IL 60604

I. CONSEQUENCES OF BREACH

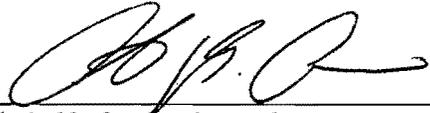
26. If ever the Department has reasonable cause to believe that the Respondent has breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

K. SIGNATURES



On behalf of the Secretary of HUD

7-18-09
Date



On behalf of Atlantic Realty Partners, Inc.

7/3/09
Date