

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

Between

Complainant

Francisco Garcia Sotomayor
Chalets de la Playa, Apt. 201
Vega Baja, Puerto Rico 00693

And

Respondents

Board of Directors Chalets de la Playa Condominium
No. 1, Calle 686, Bo. Puerto Nuevo Vega Baja Puerto Rico 00693

CASE NUMBER: 02-09-0549-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Mr. Francisco Garcia Sotomayor, (hereinafter referred to as the Complainant), belongs to a class of persons who are protected from unlawful discrimination under the Fair Housing Act. The Complainant resides with his parents at Chalets de la Playa Condominium, Apartment 201 in Vega Baja, Puerto Rico. The Complainant is mobility impaired.

Respondents

Respondent is the Board of Directors of Chalets de la Playa Condominium.

B. STATEMENT OF FACTS

Complainant's Allegations

A complaint was officially filed on April 6, 2009, with the United States Department of Housing and Urban Development (the Department). The Complainant alleges that the Club Houses of the Condominium have second floors without elevators and he cannot attend the meetings and activities because he is mobility impaired. The Complainant alleges that on January 24, 2009 after the Annual Assembly a Christmas festivity activity was held at one of the Club Houses of the complex and all the food and beverages were upstairs in the second floor and he was not able to equally participate at the activity.

Respondent Defenses

The Respondent denied all the allegations.

C. TERMS OF AGREEMENT

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of five (5) years from the effective date of the Agreement.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement is neither a binding contract to the Act, unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity (FHEO), Region II Director, or his or her designee.

This Agreement shall become effective on the date on which it is approved by the Department's FHEO Region II Director, New York, or his or her designee.

E. GENERAL PROVISIONS

1. 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. The Department acknowledges that this Agreement does not constitute, and shall not be construed as an admission by the Respondent of any violation of any Federal, State, or local civil rights, statute, law, ordinance or regulation.
2. 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 a complaint, testified, or participated in any manner in a proceeding under the Act. Respondent further acknowledge that any subsequent retaliation or discrimination against the Complainant constitutes both material breach of this agreement, and it is a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Region II Director, or his or her designee, is binding upon Respondent, his employees, heirs, successors and assigns and all others in active with him in the ownership or operation of the subject property.
4. It is understood, that pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the FHEO Region II Director, or his or her designee, it is a public document.
5. This Agreement does not in any way limit or restricts 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.
6. No amendment to, modification of, or waiver of any provision 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 II, Director.

7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consent to this Agreement, the original executed signature pages to be attached to the Agreement to constitute one document.
8. The Complainant hereby forever waives, releases and covenants not to sue the Department or Respondent, the Board President, and the Board of Directors of Chalets de la Playa Condominium or his heirs, executors, assignees, agents, employees, partners, and attorneys with regard to any, and all claims, damages, and injuries of whatever nature whatever presently known or unknown, arising out of the subject matter of HUD'S Title VIII Case Number 02-09-0549-8, or which could have been filed in any action or suit arising from said subject matter. The Complainant agrees not to accept, recover, or receive any monetary damages or any other form of relief, which may arise out of or in connection with any administrative remedies, which may be files with or pursued independently by a governmental agency or agencies, whether federal, state or local.
9. The Respondent hereby forever waives releases and covenants not to sue the Department or Complainant, Mr. Francisco Garcia Sotomayor its heirs, executors, assignees, and attorneys with regard to any, and all claims, damages, and injuries of whatever presently known or unknown, arising out of the subject matter of HUD's Case Number 02-09-0549-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR THE COMPLAINANT

The Respondent agrees to conduct all the Board Association meetings and activities in the first floor of the Condominium Club Houses in an accessible area so that Complainant can attend the Board meetings and all other activities of the complex without limitations.

G. RELIEF IN THE PUBLIC INTEREST

The Respondent agrees that in accordance with the Fair Housing Act they shall not discriminate in the terms and conditions in the administration of the Condominium, or deny a reasonable accommodation, to any resident because of a disability of a person residing in or intending to reside in that project.

H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with the dispositions of this Agreement.

I. REPORTING AND RECORDKEEPING

To document compliance with the terms of this Agreement, the Respondent commits to submit the following:

The Respondent will send a letter confirming that the agreed conditions have been fulfilled to the following address within 30 days after the execution of this Agreement:

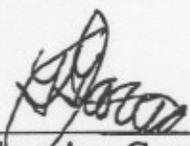
U.S. Department of Housing and Urban Development
San Juan Field Office
Attention: Diana Ortiz, FHEO

235 Federico Costas Street, Suite 200
Parque Las Américas I
San Juan, Puerto Rico 00918

J. CONSEQUENCES OF BREACH

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

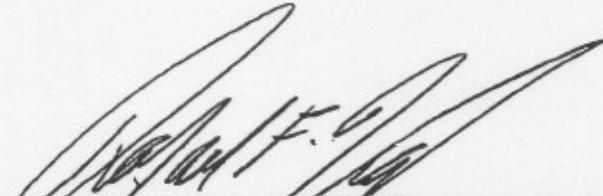
K. SIGNATURES



Francisco García Sotomayor, Complainant
Chalets de la Playa Apt.201
Vega Baja Puerto Rico 00693

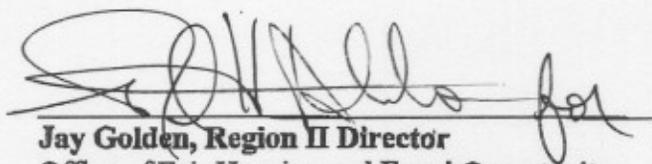
6/10/09
Date

L. APPROVAL



Rafael F. Díaz-Fuentes
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
San Juan, Puerto Rico

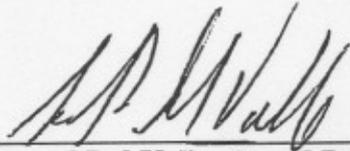
6/10/09
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity
New York Regional Office of FHEO

6/11/09
Date

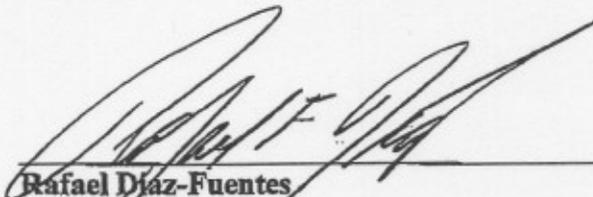
M. SIGNATURE



Angel Del Valle, Board President
For all parties named Respondent
Calle 686 Bo. Pto. Nuevo Vega Baja
Puerto Rico 00693

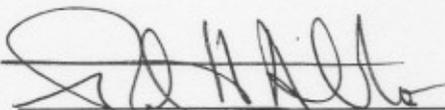
5/2/2009
Date

N. APPROVAL



Rafael Diaz-Fuentes
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
San Juan, Puerto Rico

6/10/09
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity
New York Regional Office of FHEO

6/11/09
Date

File Copy

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

National Fair Housing Alliance
Complainant

and

East Coast Realty Partners LLC
Respondent

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

FHEO CASE NUMBERS: 02-09-0362-8, 02-09-0511-8, 02-09-0512-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

National Fair Housing Alliance
1101 Vermont Avenue NW, Suite 710
Washington, DC 20005

Respondent

East Coast Realty Partners LLC
109-05 72nd Road
Forest Hills, NY 11375

B. STATEMENT OF FACTS

Three complaints were filed with the United States Department of Housing and Urban Development (the "Department") alleging that the Complainant was injured by a discriminatory act of the Respondent. Complainant alleges that the Respondent violated §§804(a) and (c) of the Fair Housing Act as amended in 1988, 42 U.S.C. §3601 *et seq.* (the Act), on the basis of familial status by placing several advertisements stating "no children."

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 Office of Fair Housing and Equal Opportunity (FHEO) Region II Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is signed by the Director, FHEO, Region II Office of 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 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 FHEO Region II Director, or his designee, is binding upon the heirs, successors and assigns and all others in active concert with the ownership or operation of East Coast Realty Partners LLC.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region II Director, 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 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 II 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. The National Fair Housing Alliance hereby forever waives, releases, and covenants not to sue the Department or the Respondents or, 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 HUD Case Numbers 02-09-0362-8, 02-09-0511-8 and 02-09-0512-8 or which could have been filed in any action or suit arising from said subject matter.
12. Respondent hereby forever waives, releases, and covenants not to sue the Department or the National Fair Housing Alliance and 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 Numbers 02-09-0362-8, 02-09-0511-8 and 02-09-0512-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondent acknowledges that no one from the advertising venue contacted Respondent about the subject advertisement to indicate that it violated the Fair Housing Act. Respondent further acknowledges that the advertising venue did not screen or block the subject advertisement.

F. RELIEF FOR COMPLAINANT

14. Respondent agrees to take the following actions, and, as set forth in this Agreement.
 - (a) Within thirty (30) days from execution of this Agreement, Respondent will pay the Complainant the sum of \$1,500 dollars. Said payments shall be made payable to the National Fair Housing Alliance and issued in the form of a cashier's check and mailed to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 26 Federal Plaza, Rm. 3532, New York, NY 10278.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondent agrees to take the following actions, as set forth in this Agreement.
 - (a) Within sixty (60) days from execution of this Agreement, Respondent shall attend a program of educational training regarding the provisions of federal, state, and local fair housing laws, regulations, and ordinances. Respondent shall provide to HUD, within thirty (30) days after the training, confirmation that the training took place and the names and titles of those who attended the training. The training is to be provided by Long Island Housing Services (LIHS). Respondent will bear the cost of this training session, which will be \$350. Respondent will travel to the main or satellite offices of LIHS for this training and will make arrangements with LIHS regarding the date and time of said training.
 - (b) The Respondent shall continue, together with their employees and agents, to comply with the fair housing laws, both State and federal, as follows:
 - a. They will not refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, familial status, or handicap;
 - b. They will not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in the connection therewith to any person, because of race, color, religion, national origin, sex, familial status, or handicap;
 - c. They will not make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination or an intention to make any such preference, limitation, or discrimination based on race, color, religion, national origin, sex, familial status, or handicap;

- d. They will not represent to any person because of race, color, religion, national origin, sex, familial status, or handicap that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available;
- e. They will not deny any person access to membership in or participation in any multiple listing service, real estate brokers' organization, or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against such person in the terms or conditions of such access, membership, or participation because of race, color, religion, national origin, sex, familial status, or handicap;
- f. They will not include in any transfer, sale, rental, or lease of housing, any restrictive covenant that discriminates because of race, color, religion, national origin, sex, familial status, or handicap, or for any person to honor or exercise, or attempt to honor or exercise any such discriminatory covenant pertaining to housing;
- g. They will not induce or attempt to induce to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, familial status, or handicap;
- h. They will not refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise discriminate or make unavailable or deny a dwelling because of a handicap of (i) the buyer or renter, (ii) a person residing in or intending to reside in that dwelling after it is so sold, rented or made available, or (iii) any person associated with the buyer or renter;
- i. They will not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of a handicap of (i) that person, (ii) a person residing in or intending to reside in that dwelling after it was so sold, rented or made available, or (iii) any person associated with that buyer or renter; and.
- j. They will not coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on the account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.
- k. Respondent agrees never to make, print, or publish or cause to be made, printed or published any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, sex, familial status or any other discriminatory basis.

H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of the Agreement the Department may review compliance with this Agreement. As part of such review, the Department may inspect documents, examine witnesses and copy pertinent records of the Respondent.

HUD will monitor any future published notices, statements, or advertisements with respect to the rental of a dwelling by the Respondent. Such future notices, statements, or advertisements will be sent to: christine.martinez@hud.gov

The Respondent will provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. CONSEQUENCES OF BREACH

Whenever 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.

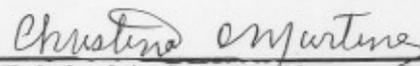
K. SIGNATURES



Lionel Leconte, Owner
East Coast Realty Partners LLC

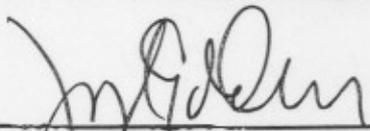
4/20/09
Date

J. APPROVAL



Christine Martinez, Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity

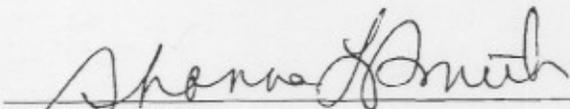
4/20/09
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity

4/21/09
Date

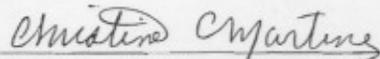
K. SIGNATURES



Shanna L. Smith
President & CEO
National Fair Housing Alliance
Complainant

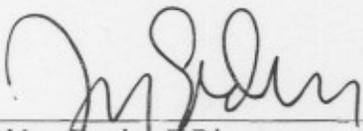
4/20/09
Date

J. APPROVAL



Christine Martinez, Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity

4/21/09
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity

4/21/09
Date