UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

National Fair Housing Alliance
Austin Tenants' Council
National Association of the Deaf
(Complainants)

and

Bell Partners Inc.
Cypress Landing Partners, LLC
Bell Southpoint Ranch House Apartments, LLC
G&I VI Pecan Grove, LP
(Respondents)

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

FHEO CASE NUMBERS: 04-14-0313-8, 04-14-0321-8, 06-14-0351-8, 06-14-0350-8

A. PARTIES AND SUBJECT PROPERTY

This Conciliation Agreement is entered into by and between the United States Department of Housing and Urban Development (hereinafter, "the Department") on behalf of the National Fair Housing Alliance, Austin Tenants' Council, and the National Association of the Deaf (hereinafter, "the Complainants") and Bell Partners Inc. ("Respondent"), as managing agent for and authorized representative of Respondents Cypress Landing Partners, LLC, Bell Southpoint Ranch House Apartments, LLC, and G&I VI Pecan Grove, LP (hereinafter, "the Owners").

Complainants

National Fair Housing Alliance (Shanna L. Smith, President/CEO)
1101 Vermont Avenue, N.W.
Suite 710
Washington, D.C. 20036

Austin Tenants' Council (Kathy Stark, Executive Director)
1640-B East 2nd Street, Suite 150
Austin, TX 78702

National Association of the Deaf (Howard Rosenblum, Chief Executive Officer)
8630 Fenton Street, Suite 820
Silver Spring, MD 20910

Respondents

Bell Partners Inc.
300 N. Greene Street, Suite 1000
Greensboro, NC 27401

Cypress Landing Partners, LLC
1201 Peachtree Street, N.E., Suite 1240
Atlanta, GA 30361

Bell Southpoint Ranch House Apartments, LLC
3621 West Slaughter Lane
Austin, TX 78749

G&I VI Pecan Grove, LP
o/o DRA Advisor, LLC
220 East 42nd Street, 27th Floor
New York, NY 10017

Subject Properties

8000 Waters Apartment
8000 Waters Avenue
Savannah, GA 31406

Bell Austin Southwest
3621 West Slaughter Lane
Austin, TX 78749

Pecan Grove Apartments
5200 North Lamar Boulevard
Austin, TX 78751

B. STATEMENTS

On January 14, 2014 and January 23, 2014, fair housing complaints were filed with the United States Department of Housing and Urban Development (the "Department") alleging that the Complainant organizations were injured by the alleged discriminatory acts of the Respondent. The Complainant organizations allege that the Respondent violated §§ 804 (f)(1) and 804(f)(2) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the "Act"), through discriminatory refusal to rent and discriminatory terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability.

The Complainant organizations allege that Respondent discriminated against applicants who were deaf or hard of hearing. The alleged discrimination is based on a series of fair housing tests performed by the Complainant organizations in 2013.

Respondent denies having discriminated against the Complainant organizations and denies violating the Act in any manner, but agrees to resolve 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 three years from the effective date of the Agreement.

D. EFFECTIVE DATE

1. 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.

2. This Agreement shall become effective on the date on which it is approved by the Regional Director of the United States Department of Housing and Urban Development (HUD), Fair Housing and Equal Opportunity (FHEO), Five Points Plaza, 40 Marietta Street, Atlanta, Georgia 30303-2806.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is voluntary and a full settlement of the disputed complaints. 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. Respondent Bell Partners acknowledges that it is authorized to sign this agreement on behalf of all Respondents.

2. Respondent Bell Partners and the Owners 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. Respondent Bell Partners and the Owners further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Respondent, its employees, heirs, successors, and assigns and all others active in its operations.

4. 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.

5. This Agreement does not in any way limit or restrict the authority of the Department, the National Fair Housing Alliance, the Austin Tenants' Council, or the National Association of the Deaf 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 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 Regional Director.

7. 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.

8. The Complainants forever waive, release, and covenant not to sue the Department, Respondent Bell Partners, the Owners and the other Respondents, as well as 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 facts and circumstances resulting in HUD Case Numbers 04-14-0313-8, 04-14-0321-8, 06-14-0351-8, or 06-14-0350-8, or which could have been filed in any action or suit arising from said facts and circumstances.

F. RELIEF FOR COMPLAINANT

1. Respondent Bell Partners agrees to take the following actions, as set forth in this Agreement, and will provide the Department with written certification that these requirements have been met:

   (a) Respondent Bell Partners agrees to pay by wire transfer the amount of $150,000.00 (One Hundred Fifty Thousand Dollars) in monetary damages to the National Fair Housing Alliance within 10 (ten) days of the execution of this agreement. $134,000.00 of this sum shall be used to provide relief for damages suffered by the Complainant organizations, while $16,000.00 of this sum shall be used to provide relief to deaf or hard of hearing testers who suffered an injury resulting from the events alleged in the subject complaint. All the testers also agree to sign a release, releasing Respondent Bell Partners, the Owners, 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 facts and circumstances resulting in HUD Case Numbers 04-14-0313-8, 04-14-0321-8, 06-14-0351-8, or which could have been filed in any action or suit arising from said facts and circumstances. The testers shall provide the releases within fifteen (15) days of the National Fair Housing Alliance receiving the wire transfer. Respondent Bell Partners shall provide written verification of wire transfer within fifteen (15) days of the execution of this agreement to the following address:

      U.S. Department of Housing and Urban Development
      Attn: Natasha J. Watson, Enforcement Director
      40 Marietta Street, 16th Floor
      Atlanta, Georgia 30303-2806
      Telephone: (404) 331-5136

   (b) Respondent Bell Partners agrees to pay by wire transfer the amount of $15,000.00 (Fifteen Thousand Dollars) to the National Association of the Deaf for consulting work to be provided to Respondent Bell Partners. The the National Association of the Deaf shall submit said documentation within ten (10) days of the execution of this

agreement. Respondent Bell Partners shall provide written verification of wire transfer within fifteen (15) days of receipt of the documentation to the following address:

U.S. Department of Housing and Urban Development
Attn: Natasha J. Watson, Enforcement Director
40 Marietta Street, 16th Floor
Atlanta, Georgia 30303-2806
Telephone: (404) 331-5136

The National Association of the Deaf will coordinate with Respondent Bell Partners to jointly develop the scope of the consulting work the National Association of the Deaf will be offering to Respondent Bell Partners and its in-house training department within thirty (30) days of execution of this agreement.

(c) Contingent upon the submission of sufficient documentation regarding the costs associated with attorney's fees, Respondent Bell Partners agrees to pay by wire transfer the amount of $25,000.00 (Twenty-Five Thousand Dollars) for reimbursement of attorney's fees to the National Fair Housing Alliance. The National Fair Housing Alliance shall submit said documentation within ten (10) days of the execution of this Agreement. Respondent Bell Partners shall provide written verification of wire transfer within fifteen (15) days of receipt of the documentation to the following address:

U.S. Department of Housing and Urban Development
Attn: Natasha J. Watson, Enforcement Director
40 Marietta Street, 16th Floor
Atlanta, Georgia 30303-2806
Telephone: (404) 331-5136

G. RELIEF IN THE PUBLIC INTEREST

1. Respondent agrees to continue to display a HUD Fair Housing poster at all sites and rental offices owned, operated, or managed by Respondent.

2. Within thirty (30) days of the effective date of this Agreement, Respondent shall inform its employees and/or agents primarily responsible for compliance with this Agreement, of the non-monetary terms of this Agreement, and shall provide the officers and owners of Respondent Bell Partners with a copy of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as requiring the Owners to provide any terms of this Agreement to any individual or entity.

3. Within ninety (90) days of the National Association of the Deaf concluding its consulting work for Respondent Bell Partners and its training department, Respondent Bell Partners shall provide specialized fair housing training to newly hired employees with respect to providing equal access to persons who are deaf and hard of hearing, and will promptly

provide ongoing training to current employees directly engaged in the leasing and management of properties owned, operated, or managed by Respondent. Such training shall include the use of assistive technology for the deaf and hard of hearing, including, but not limited to, telecommunications relay services.

4. Within thirty (30) days of providing the training, as provided in Paragraph G(3), Respondent shall send a letter to the Department stating that said training was provided to its employees pursuant to Paragraph G(3) of this Agreement.

5. Respondent agrees to adopt, subject to HUD approval, a written policy addressing the provision of equal access and housing opportunities to disabled applicants, including, but not limited to, deaf and hard of hearing individuals, which complies with the requirements of the Fair Housing Act. The policy shall explicitly outline the appropriate handling of telecommunications relay calls and other types of communications with deaf and hard of hearing individuals. Respondent agrees to submit the proposed policy to the FHEO Region IV Director on behalf of HUD for approval within thirty (30) days of the National Association of the Deaf concluding its consulting work for Respondent Bell Partners and its training department. Respondent Bell Partners agrees to communicate the policy, and to provide a copy of the policy, to each of its rental agents, regional managers, and all persons having contact with the public on behalf of Respondent Bell Partners within thirty (30) days of receipt of HUD's approval of the policy.

H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement upon reasonable written notice to Respondent. As part of such review, HUD may inspect the Bell Austin Southwest and the Pecan Grove properties identified in Section A of this Agreement, provided that the foregoing properties are still managed by Respondent Bell Partners, examine witnesses, and copy pertinent records of Respondent. Respondent Bell Partners agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

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

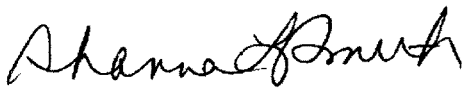
Natasha J. Watson
Enforcement Director
Office of Fair Housing and Equal Opportunity
Five Points Plaza
40 Marietta Street
Atlanta, Georgia 30303-2806

J. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that Respondent has breached this Agreement, the Department shall, within thirty (30) calendar days, provide notice to Respondent Bell Partners, and provide thirty (30) calendar days to comply. If such breach is not cured to the Department's satisfaction, the matter may 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.

SIGNATURES

COMPLAINANTS



May 2, 2014

Shanna L. Smith, President/CEO
National Fair Housing Alliance

Date

Howard A. Rosenblum, CEO
National Association of the Deaf

April 30, 2014
Date

Kathy Stark, Executive Director
Austin Tenants' Council

5/2/14
Date

RESPONDENT

Gwyneth Cote

Bell Partners Inc. on behalf of Respondents

5/6/14

Date

L. APPROVAL

Sara K. Pratt, Deputy Assistant Secretary
Office of Fair Housing and
Equal Opportunity

May 5, 2014
Date