



**THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT**



**TITLE VIII CONCILIATION AGREEMENT**

**BETWEEN**

Assistant Secretary for Fair Housing and Equal Opportunity  
451 7<sup>th</sup> Street, SW Room 5100  
Washington, DC 20410  
(Complainant)

And

The Orchards at Cherry Creek, LLC  
6470 Timber Bluff Point  
Colorado Springs, CO 80918  
(Respondent)

Roderick J. Development, LLC  
6470 Timber Lane Point  
Colorado Springs, CO 80918  
(Respondent)

Team Asset Management Corporation  
4105 E. Florida Avenue, Suite 100  
Denver, CO 80222  
(Respondent)

Barbara Briggs, President  
Team Asset Management Corporation  
4105 E. Florida Avenue, Suite 100  
Denver, CO 80222  
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHEO), Region VIII  
Director on behalf of the U.S. Department of Housing and Urban Development

Title VIII Case Number: 08-14-0027-8

**A. PARTIES**

**Complainant:**

Assistant Secretary for Fair Housing and Equal Opportunity

**Respondents:**

The Orchards at Cherry Creek, LLC (Property Owner)

Roderick J. Development, LLC (Property Owner)

Team Asset Management Corporation (Management Company)

Barbara Briggs, (President, Team Asset Management Corporation)

The Orchards at Cherry Creek (subject property) is a 240-unit, multi-family apartment complex located at 6000 S. Fraser Street, Centennial, CO 80016, in Arapahoe County.

**B. STATEMENT OF FACTS**

A complaint (the Complaint) was filed on November 21, 2013, with the U. S. Department of Housing and Urban Development. The Secretary-initiated complaint against Respondents authorized Region VIII to investigate potential violations of Sections 804(b) and 804(c) of the Fair Housing Act (the Act) on the basis of familial status. The Complainant alleges the Respondents made, printed, and published a notice or statement severely limiting, and otherwise restricting, the activities of children, violating Sections 804(b) and 804(c) of the Act.

The Respondents deny engaging in any intentional discriminatory housing practices, but agree to settle the Complaint by entering into this Conciliation Agreement. The parties agree that their entry into this Conciliation Agreement is a compromise of disputed claims, and that the terms hereof are not to be construed as an admission of liability on the part of the Respondents, by whom liability is expressly denied.

It is understood by all parties that this Conciliation Agreement does not constitute an admission by the Respondents of any violation of the Act.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of one (1) year from its effective date.

**D. EFFECTIVE DATE**

2. This Agreement shall become effective on the date that it is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is approved by the Department through the FHEO Region VIII Director or his or her 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. 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. The Respondents further acknowledge that any subsequent retaliation or discrimination against the Complainant resulting from the filing of the Complaint constitutes both a material breach of this Agreement and a statutory violation of the Act.
6. After it has been approved by the FHEO Region VIII Director or his or her designee, this Agreement is binding upon the Respondents individually and upon Respondents' employees, heirs, successors and assigns.
7. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to § 3610(b)(4) of the Act.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction (Secretary Initiated investigation under the Act).

9. No amendment to, modification of, or waiver of any provisions of this Agreement will be effective unless: (a) all signatories to the Agreement or their successors 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 VIII Director or his or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
11. Complainant forever waives, releases, and covenants not to sue the Respondents, their heirs, executors, assigns, officers, 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 FHEO Title VIII Case Number 08-14-0027-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or the Complainant, his successors, assigns, agents, officers, 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 FHEO Title VIII Case Number 08-14-0027-8, or which could have been filed in any action or suit arising from said subject matter.
13. The individual(s) signing on behalf of any Respondent hereby represents that they have authority to sign for that Respondent and that their signature will bind that Respondent.

**F. RELIEF IN THE PUBLIC INTEREST**

14. Within ninety (90) days of the effective date of this Agreement, the Respondents will provide a design plan for construction of an accessible play area on the grounds of the subject property, together with cost estimation to the FHEO Region VIII Director. The design plan will be compliant with the federal accessibility standards for play areas under the Americans with Disabilities Act.
15. Within one-hundred eighty (180) days from the effective date of this Agreement, the Respondents shall construct the accessible play area on the grounds of the subject property, in accordance with the design plan provided in paragraph 14, above. The total cost for design and construction of this play area will be at least ten thousand dollars (\$10,000).
16. Within twelve (12) months of the effective date of the Agreement, all employees of the Respondents who are employed at, or provide services for, the subject property agree to attend a fair housing training of no less than three (3) hours in

length to be conducted by an appropriate agency or organization approved by the Department. Written approval to attend training offered by an agency or organization must be solicited and obtained from the FHEO Region VIII Director at least thirty (30) days prior to the commencement of the training. The Respondents will be responsible for all costs associated with attending the training.

17. The Respondents have provided to HUD its most recent policies, procedures, rules, and regulations regarding tenancy at the subject property. Within sixty (60) days of the effective date of this Agreement, the Respondents agree to amend its written policies, procedures, rules, and regulations consistent with the Fair Housing Act, 42 U.S.C. 3601, et seq., as amended, with regard to familial status and provide the amended policies, procedures, rules, and regulations to HUD for review and approval. The Respondents will adopt and implement the HUD approved policies, procedures, rules, and regulations.
18. Within ninety (90) days of the execution of this Agreement, the Respondents agree to distribute the HUD approved, amended policies, procedures, rules, and regulations to all employees of the Respondents who are employed at, or provide services for, the subject property.
19. Within ninety (90) days of the execution of this Agreement, the Respondents agree to distribute the HUD approved, amended policies, procedures, rules, and regulations to all residents of the subject property.

#### **G. MONITORING**

20. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. The Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

#### **H. REPORTING AND RECORDKEEPING**

21. Within ten (10) days of obtaining the completed design plans and specifications for the handicap accessible play area at the subject property, the Respondents shall transmit a copy of the completed design plans and specifications together with cost estimation to the FHEO Region VIII Director as evidence of compliance to paragraph 14 of this Agreement.
22. Within ten (10) days of completion of the handicap accessible play area, the Respondents shall transmit a photograph of the play area together with an

itemization of the final total cost to the FHEO Region VIII Director as evidence of compliance to paragraph 15 this Agreement.

23. Within ten (10) days of completion of the training required by paragraph 16 of this Agreement (unless sooner waived pursuant to its terms), the Respondents shall certify to the FHEO Region VIII Director that the training for the Respondents was completed and submit a copy of the certification as evidence of completion.
24. Within ten (10) days of the Respondents disseminating the HUD approved amended policies, procedures, rules, and regulations to all of Respondents' employees and tenants, the Respondents shall certify to the FHEO Region VIII Director evidence of compliance with paragraphs 18 and 19 of this Agreement. The Respondents will provide to the FHEO Region VIII Director the date(s) and manner of distribution of the amended policies, procedures, rules, and regulations required by paragraphs 18 and 19 of this Agreement.
24. All Reports and correspondence pursuant to this Agreement shall include Title VIII Case Number: 08-14-0027-8. All required certifications and documentation of compliance must be submitted to:

Amy Frisk, Region VIII Director  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
1670 Broadway, 23rd floor  
Denver, Colorado 80202-4801

## **I. CONSEQUENCES OF BREACH**

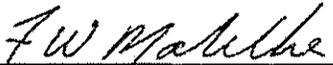
25. Whenever the Department has reasonable cause to believe that the Respondents has breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 3610(c) and 3614(b) of the Act.

**J. SIGNATURES**

  
\_\_\_\_\_  
Bryan Greene  
Acting Assistant Secretary for Fair Housing  
and Equal Opportunity  
Complainant

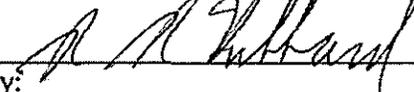
3/5/2014  
Date

Respondent: Orchards at Cherry Creek, LLC

  
\_\_\_\_\_  
By: FRED MAHLKE  
Its: AGENT

2-26-14  
Date

Respondent: Roderick J Development, LLC

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: MANAGER

2-27-2014  
Date

Respondent: Team Asset Management Corporation

  
\_\_\_\_\_  
By: Barbara Briggs  
Its: President

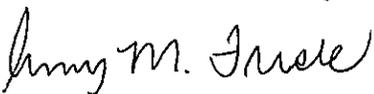
2-26-14  
Date

Respondent: Barbara Briggs

  
\_\_\_\_\_  
Barbara Briggs

2-26-14  
Date

**APPROVAL**

  
\_\_\_\_\_  
Amy Frisk  
Region VIII Director  
Office of Fair Housing and Equal Opportunity

5 March 2014  
Date