

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63577

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COCONINO ROAD 1405, LC
c/o Brent Haverkamp
4720 Mortensen RD Suite 105
Ames, Iowa 50014

KIRKWOOD APARTMENTS ACQUISITION ONE, LC
c/o Brent Haverkamp
4720 Mortensen RD Suite 105
Ames, Iowa 50014

AARON HIL
Haverkamp Property Management
205 Kirkwood Court SW
Cedar Rapids, Iowa 52404

HVERKAMP PROPERTY MANAGEMENT
205 Kirkwood Court SW
Cedar Rapids, Iowa 52404

COMPLAINANT

CATHERINE SIMON

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her because they offered her grandson a sub-standard rental unit, required Complainant to co-sign his lease, and issued her grandson a three-day eviction notice resulting in different terms and conditions of rental based on race (African American). Complainant further alleged that after Respondents evicted her grandson they did not attempt to rent out his unit, but instead issued Complainant and her grandson a bill demanding \$4,371 for future rent, cleaning and damage fees. Respondents own or manage the subject property located at 311 Kirkwood CT SW Apartment 5, Cedar Rapids, Iowa 52404.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Relief for Complainant

10. Respondents agree to release Complainant and her grandson, Joshua J. Morgan, from the terms of their rental agreement effective August 24, 2012. Respondents agree not to seek any monies from Complainant or Mr. Morgan for terminating the rental agreement before its July 31, 2013 expiration date.

Respondents also agree not to seek any monies from Complainant or Mr. Morgan for any rent owed under that agreement or seek any monies for any property damage sustained, cleaning, or removal costs as a result of Mr. Morgan's tenancy at Respondents' rental property in small claims court or in any other process or proceeding.

11. Respondents agree to waive the \$4,371 owed by Complainant and Mr. Morgan per the October 22, 2012 Final Account Statement. Specifically Respondents will waive \$3,335 owed for rent, late fees and interest, and \$330 owed for cleaning and damage charges less \$310 credited for Complainant and Mr. Morgan's deposit.

Respondents agree they will not pursue recovery of rent owed, damages, cleaning charges, late fees, any interest, fees and unpaid utilities in small claims court or in any other process or proceeding. Complainant and Mr. Morgan agree they will not file a claim in small claims court or in any other process or proceeding to seek the return of their security deposit.

Signatures on the following page (Page 5)

B. A. H. H.
Coconino Road 1405, LC, RESPONDENT
Date 2/14/13

B. A. H. H.
Kirkwood Apartments Acquisition One, LC, RESPONDENT
Date 2/14/13

Aaron Hill
Aaron Hill, RESPONDENT
Date 2/15/13

Todd W. W.
Haverkamp Property Management, RESPONDENT
Date 2/15/13

Catherine Simon
Catherine Simon, COMPLAINANT
Date 2/25/13

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION
Date 2-26-13

RECEIVED
IOWA CIVIL RIGHTS COMM
2013 FEB 26 AM 10:44

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-13-63753
HUD# 07-13-0298-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

14TH STREET COOPERATIVE
2216 North Washington Blvd.
Camanche, IA 52730

MICHELLE BRENNER
c/o Gregory A. Jasper
2216 North Washington Blvd.
Camanche, IA 52730

807 MAY COURT COOPERATIVE
c/o Gregory A. Jasper
2216 North Washington Blvd.
Camanche, IA 52730

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their

\$300 non-refundable "pet deposit" policy and \$50 monthly "pet-fee" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 14-unit apartment complex, located at, 501 South 14th Street, LeClaire, IA 52753.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "pet deposit" policy and "pet fee" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "pet deposit" policy and "pet fee" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "pet deposit" policy and "pet fee" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

12. Respondents agree Gregory Jasper, and Michelle Brenner will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed in the State of Iowa, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Upon completing an application or renewing a lease agreement, Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

Review of Tenant Files

14. Respondents agree to review all current tenant files, for all residential rental properties owned and managed in the State of Iowa, to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

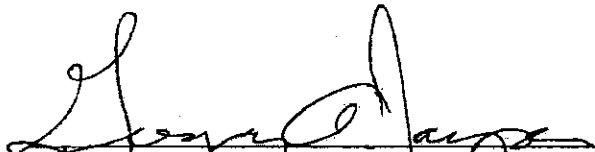
Relief for Complainant

15. Respondents agree to promote Fair Housing by notifying all current Iowa tenants that 2013 is the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before May 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property who received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.



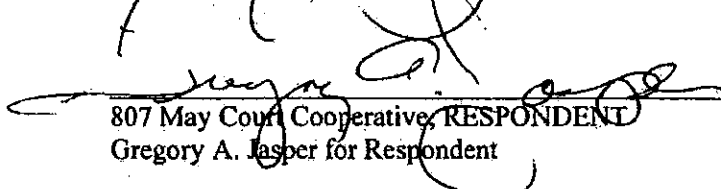
14th Street Cooperative, RESPONDENT
Gregory A. Jasper for Respondent

5-9-13
Date



Michelle Brenner, RESPONDENT

5-9-2013
Date



807 May Court Cooperative, RESPONDENT
Gregory A. Jasper for Respondent

5-9-2013
Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

5-16-13
Date

Relief for Complainant

15. Respondents agree to promote Fair Housing by notifying all current Iowa tenants that 2013 is the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before May 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property who received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

14th Street Cooperative, RESPONDENT
Gregory A. Jasper for Respondent

Date

Michelle Brenner, RESPONDENT

Date

807 May Court Cooperative, RESPONDENT
Gregory A. Jasper for Respondent

Date



Mary Chapman, COMPLAINANT

5/9/13

Date

Commissioner Chapman's term as a member of the Iowa Civil Rights Commission expired on April 30, 2013. Angela Williams, a current Commissioner, is signing the agreement in Ms. Chapman's stead.

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63601
HUD# 07-13-0219-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CAPITAL HILL RESIDENTIAL HOUSING COOPERATIVE

MP Property Management
P O Box 12147
Des Moines, Iowa 50312

MP PROPERTY MANAGEMENT, LLC

2041 NW 145th Street
Clive, Iowa 50025

CAMERON COMSTOCK

MP Property Management, LLC
2041 NW 145th Street
Clive, Iowa 50025

COMPLAINANT

AMANDA WEISS

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

RECEIVED
IOWA CIVIL RIGHTS COMM
2013 FEB -7 PM 12:13

Description of the Parties:

Complainant alleged Respondent Cameron Comstock sexually harassed her by demanding sex for rent when she was unable to pay her rent in full and his conduct constituted unlawful discrimination based on sex. Complainant further alleged Respondents evicted her when she refused to submit to Respondent Comstock's demands for sex. Respondents own or manage the subject property located at 820 Lyon Street, Apartment 302, Des Moines, Iowa 50309.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to 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 account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Voluntary and Full Settlement

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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 parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in apartment complexes with shared hallways, in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Landlord Reference

11. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will only provide the dates of Complainant's tenancy and that Complainant left the apartment clean and undamaged when she vacated it. Respondents agree they will not communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission.

In addition, Respondents agree to send Complainant a general landlord reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The letter will state the dates of Complainant's tenancy and that Complainant left the apartment clean and undamaged when she vacated it. Respondents will send the letter to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission. The Commission will forward the landlord reference letter to Complainant.

Relief for Complainant

12. Respondents agree to waive the \$5,000 that they allege Complainant owes them for unpaid rent, cleaning and damages after Complainant was evicted from the subject property on November 27, 2012 per Case: 05771 SCSC534964 (POLK). Respondents agree they will not pursue recovery of the \$5,000 owed in small claims court or in any other process or proceeding. Complainant agrees she will not file a claim in small claims court or in any other process or proceeding to seek the return of her security deposit.

Respondents agree to sign, notarize and submit Form 3:23: "Release and Satisfaction of Judgment (Attachment 2)" to the Polk County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a copy of the notarized Release and Satisfaction of Judgment to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of submitting Form 3:23 to the Polk County Clerk of Court. Respondents will also provide documentation to the Commission detailing the date the Release and Satisfaction of Judgment was filed with the Polk County Clerk of Court.

Capital Hill Residential Housing Cooperative, RESPONDENT

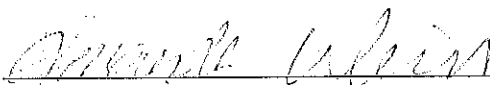
Date

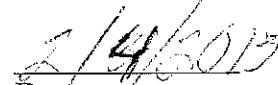
MP Property Management, LLC, RESPONDENT

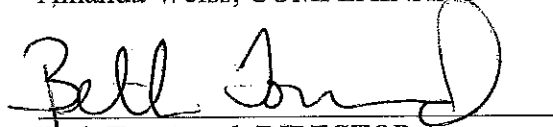
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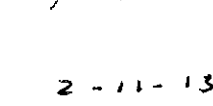
Cameron Comstock, RESPONDENT

Date


Amanda Weiss, COMPLAINANT


Date

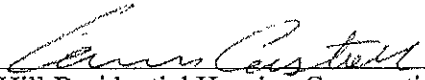

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION


Date

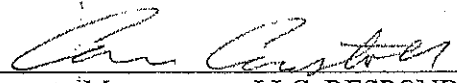
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IOWA CIVIL RIGHTS COMM
2013 FEB -7 PM 12:13

Respondents agree to sign, notarize and submit Form 3:23: "Release and Satisfaction of Judgment (Attachment 2)" to the Polk County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

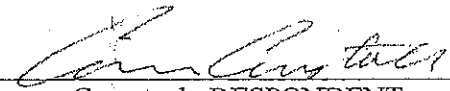
Respondents also agree to send a copy of the notarized Release and Satisfaction of Judgment to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of submitting Form 3:23 to the Polk County Clerk of Court. Respondents will also provide documentation to the Commission detailing the date the Release and Satisfaction of Judgment was filed with the Polk County Clerk of Court.



Capital Hill Residential Housing Cooperative, RESPONDENT 1/17/2013
Date



MP Property Management, LLC, RESPONDENT 1/17/2013
Date



Cameron Comstock, RESPONDENT 1/17/2013
Date

Amanda Weiss, COMPLAINANT _____
Date

Beth Townsend, DIRECTOR _____
IOWA CIVIL RIGHTS COMMISSION Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63594
HUD# 07-13-0218-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WOODLAND RESERVE, LC
4720 Mortensen Road Suite 105
Ames, IA 50014

HAVERKAMP PROPERTIES
4720 Mortensen Road Suite 105
Ames, IA 50014

CAITLIN ABBAS
Haverkamp Properties
170 NE 41st Street
Ankeny, IA 50021

COMPLAINANT

SARAH ERICSON
1012 11TH Avenue SE
Altoona, Iowa 50009

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their carpet replacement fee for damage caused by her 480-pound power wheel chair and this resulted in different terms and conditions of rental based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 205-unit apartment complex, located at 250 NE 41st Street, Apartment 106, Ankeny, Iowa 50021.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. 42 U.S.C. 3604(f)(3)(a) and Iowa Code § 216.8A(3)(c)(1).

Voluntary and Full Settlement

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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 parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

New Reasonable Accommodation Policy and Practice

11. For all residential rental properties owned and managed, now and in the future, Respondents agree to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants, who request an accommodation, that they may request reasonable accommodations of Respondents' rules, policies, practices, and services.

Respondents shall use the following forms if applicants or tenants inquire about reasonable accommodations:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

New Reasonable Modification Policy and Practice

12. For all residential rental properties owned and managed, now and in the future, Respondents agree to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable modifications. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants, who request a modification, that they may request a structural change to Respondents' premises. Modifications are typically paid for by the applicant/occupant.

Respondents shall use the following forms if applicants or tenants inquire about reasonable modifications:

- Request for Reasonable Modification (Attachments B and C), and
- Approval or Denial of Reasonable Modification Request (Attachment D)

Oral requests for reasonable modifications shall be recorded by Respondents' employees or agents using the "Request" form, Attachment C.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable modifications, Respondents shall provide written notice of those

standards and procedures to each current and future resident who has requested a modification, in a form substantially equivalent to Attachment A.

Relief for Complainant

13. Respondents agree to pay Complainant \$200, without any deductions. Respondents agree to issue the check to Sarah Ericson at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.
14. Respondents agree to waive the \$333 balance owed by Complainant to replace carpet that was damaged by Complainant's power wheel chair (\$518 carpet replacement fee - \$185 deposit balance = \$333). Respondents agree they will not pursue recovery for the said damages in small claims court or in any other process or proceeding. Complainant agrees Respondents will not return her security deposit. Complainant agrees she will not file a claim in small claims court or in any other process or proceeding to seek the return of her security deposit.
15. Respondents agree that Complainant is considered a former tenant in good standing and is eligible to rent from Respondents in the future. Complainant agrees that should she rent from Respondents in the future, she will be fully responsible for any damages caused by her power wheel chair to Respondents' property. Complainant also acknowledges that she can make a written request to Respondents for a reasonable modification to have Respondents' contractor replace the bedroom carpet with laminate flooring at Complainant's expense.

<u>B. G. H. H. H.</u> Woodland Reserve, LLC, RESPONDENT	<u>2/12/13</u> Date
<u>Code W. W. W.</u> Haverkamp Properties, RESPONDENT	<u>2/12/13</u> Date
<u>Caitlin Abbas</u> Caitlin Abbas, RESPONDENT	<u>2-12-13</u> Date
<u>Sarah Ericson</u> Sarah Ericson, COMPLAINANT	<u> </u> Date
<u>Beth Townsend</u> Beth Townsend, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	<u> </u> Date

standards and procedures to each current and future resident who has requested a modification, in a form substantially equivalent to Attachment A.

Relief for Complainant

- 13. Respondents agree to pay Complainant \$200, without any deductions. Respondents agree to issue the check to Sarah Ericson at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.
- 14. Respondents agree to waive the \$333 balance owed by Complainant to replace carpet that was damaged by Complainant's power wheel chair (\$518 carpet replacement fee - \$185 deposit balance = \$333). Respondents agree they will not pursue recovery for the said damages in small claims court or in any other process or proceeding. Complainant agrees Respondents will not return her security deposit. Complainant agrees she will not file a claim in small claims court or in any other process or proceeding to seek the return of her security deposit.
- 15. Respondents agree that Complainant is considered a former tenant in good standing and is eligible to rent from Respondents in the future. Complainant agrees that should she rent from Respondents in the future, she will be fully responsible for any damages caused by her power wheel chair to Respondents' property. Complainant also acknowledges that she can make a written request to Respondents for a reasonable modification to have Respondents' contractor replace the bedroom carpet with laminate flooring at Complainant's expense.

_____	_____
Woodland Reserve, LC, RESPONDENT	Date
_____	_____
Haverkamp Properties, RESPONDENT	Date
_____	_____
Caitlin Abbas, RESPONDENT	Date
<u>Sarah Ericson</u>	<u>2-12-13</u>
Sarah Ericson, COMPLAINANT	Date
<u>Beth Townsend</u>	<u>2-12-13</u>
Beth Townsend, DIRECTOR	Date
IOWA CIVIL RIGHTS COMMISSION	

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

Attachment A

Reasonable Modification Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable modification. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the dwelling. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas, usually at the expense of the disabled person. In the case of a rental, the housing provider may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

To show that a requested modification may be necessary, there must be an identifiable relationship between the requested modification and the individual's disability. Further, the modification must be "reasonable." Examples of modifications that typically are reasonable include widening doorways to make rooms more accessible for persons in wheelchairs; installing grab bars in bathrooms; lowering kitchen cabinets to a height suitable for persons in wheelchairs; adding a ramp to make a primary entrance accessible for persons in wheelchairs; or altering a walkway to provide access to a public or common use area. These examples of reasonable modifications are not exhaustive.

When considering a reasonable modification request a Housing Provider will only take the following into consideration:

- a) Is the tenant/prospective tenant of the housing, qualified? (Is the individual a person with a disability as defined by state and federal fair housing laws, or is the housing designed to serve persons who are disabled as defined by law?). If the tenant/prospective tenant's disability is not obvious, housing providers can ask the tenant/prospective tenant to provide documentation from a health care provider that verifies their disability. But landlords cannot ask for descriptive details about the disability (i.e. the nature or severity of the disability in question).
- b) Is the request for a modification necessary? (This is not determined by the housing provider, but by the individual and confirmation can be requested by a health care provider.) Landlords can ask the tenant, prospective tenant and/or their health care provider to describe the needed modification and what the modification would do for the person. Landlords can also ask for documentation from tenants/prospective tenant and/or their health care provider to detail the relationship between the person's disability and the need for the requested modification.
- c) Reasonable Modifications are typically paid for by the tenant.
- d) Would the requested modification require a fundamental alteration in the nature of the program/business? Housing providers can determine if the request is 'reasonable' in terms of alteration to their housing program.

A housing provider is entitled to obtain information that is necessary to evaluate whether a requested reasonable modification may be necessary because of a disability. It is preferred that all requests for reasonable modifications be submitted in writing to the Property

Manager. Forms to request reasonable modifications are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Property Manager will assist him/her. Oral requests for reasonable modifications will be recorded and processed in accordance with this policy.

The information collected with the forms will verify the type of modification the tenant/prospective tenant is requesting and the relationship between the requested modification and their disability. The information collected with the forms will also identify any barriers to the tenant/ prospective tenant's ability to fully enjoy their housing. Housing providers can use this information to offer an "alternative" solution" if the requested modification is not deemed "reasonable."

Within fourteen (14) days of receiving the request for reasonable modification, the Property Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Property Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

For additional information, see "Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Modifications Under the Fair Housing Act," (March 5, 2008), available at http://www.hud.gov/offices/fheo/disabilities/reasonable_modifications_mar08.pdf

Attachment B

Request for Reasonable Modification

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable modification for that person to have full enjoyment of their dwelling unit or the public or common use areas, please complete this form and return it to your housing provider. Check all items that apply and explain fully. The Property Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation/modification is:

Me: _____

A person associated or living with me: _____

Name of person with disability: _____

Address: _____

Telephone: _____

Reasonable Modification Request:

I am requesting the following structural change so that I and persons associated or living with me can live here with equal opportunity to enjoy the premises.

This is the architectural barrier that prevents or limits my access:

I request that you permit me to have the following modifications made to allow me equal opportunity to full enjoyment of the premises. I need the following change(s) because:

_____ I plan to pay for the reasonable modification.

_____ I am requesting the housing provider pay for the reasonable modification because:

Requester

Date

Apartment Manager

Date

Attachment C

Request for Reasonable Modification

[To be completed by Property Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable modification. He/she requested the following structural changes:

The Tenant or Applicant needs the following change(s) because:

Tenant or Applicant orally requested that any costs associated with a reasonable modification would be paid for by: _____

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Property Manager of _____:

Gave the Tenant or Applicant the form, "Request for Reasonable Modification" and offered to assist in completing the form.

Granted the request: _____

Explained the request could not be evaluated until the following additional information is provided. _____

Apartment Manager

Date

Attachment D

Approval or Denial of Reasonable Modification Request

Dear: _____

Address: _____

On _____, you requested the following reasonable modification:

We have reviewed your Reasonable Modification request and we have decided:

To approve your request. We will allow you to make the following structural change(s) at your cost:

Date change(s) can be made effective this date: _____

Your request for a reasonable modification is granted and you will not be required to restore the modification _____

Or

Your request for a reasonable modification is granted on the condition you restore _____ to the condition that existed before the modification, when your lease ends (reasonable wear and tear excepted.)

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

We denied your request but are recommending the following alternative 'solution'

We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

Property Manager

Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63576
HUD# 07-13-0208-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COCONINO ROAD 1405, LC
c/o Brent Haverkamp
4720 Mortensen RD Suite 105
Ames, Iowa 50014

KIRKWOOD APARTMENTS ACQUISITION ONE, LC
c/o Brent Haverkamp
4720 Mortensen RD Suite 105
Ames, Iowa 50014

AARON HIL
Haverkamp Property Management
205 Kirkwood Court SW
Cedar Rapids, Iowa 52404

HVERKAMP PROPERTY MANAGEMENT
205 Kirkwood Court SW
Cedar Rapids, Iowa 52404

COMPLAINANT

JOSHUA J. MORGAN

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against him because they offered him a sub-standard rental unit, required his grandmother to co-sign his lease, and issued him a three-day eviction notice resulting in different terms and conditions of rental based on race (African American). Complainant further alleged that after Respondents evicted him they did not attempt to rent out his unit, but instead issued him a bill demanding \$4,371 for future rent, cleaning and damage fees. Respondents own or manage the subject property located at 311 Kirkwood CT SW Apartment 5, Cedar Rapids, Iowa 52404.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Relief for Complainant

10. Respondents agree to release Complainant and his grandmother, Catherine Simon, from the terms of their rental agreement effective August 24, 2012. Respondents agree not to seek any monies from Complainant or Ms. Simon for terminating the rental agreement before its July 31, 2013 expiration date.

Respondents also agree not to seek any monies from Complainant or Ms. Simon for any rent owed under that agreement or seek any monies for any property damage sustained, cleaning, or removal costs as a result of Complainant's tenancy at Respondents' rental property in small claims court or in any other process or proceeding.

11. Respondents agree to waive the \$4,371 owed by Complainant and Ms. Simon per the October 22, 2012 Final Account Statement. Specifically Respondents will waive \$3,335 owed for rent, late fees and interest, and \$330 owed for cleaning and damage charges less \$310 credited for Complainant and Ms. Simon's deposit.

Respondents agree they will not pursue recovery of rent owed, damages, cleaning charges, late fees, any interest, fees and unpaid utilities in small claims court or in any other process or proceeding. Complainant and Ms. Simon agree they will not file a claim in small claims court or in any other process or proceeding to seek the return of their security deposit.

Signatures on the following page (Page 5)

RA A. H. [Signature]
Coconino Road 1405, LC, RESPONDENT

2/14/13
Date

B. A. H. [Signature]
Kirkwood Apartments Acquisition One, LC, RESPONDENT

2/19/13
Date

Jason Hill
Aston Hill, RESPONDENT

2/19/13
Date

Todd W. [Signature]
Haverkamp Property Management, RESPONDENT

2/19/13
Date

Joshua J. Morgan
Joshua J. Morgan, COMPLAINANT

2/25/13
Date

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

2-26-13
Date

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2013 FEB 26 AM 10:44

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63575 HUD# 07-13-0203-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PARK FOREST RESIDENTIAL COOPERATIVE

2000 East Virginia Avenue - Office
Des Moines, IA 50320

BELINDA E. DIAZ

Park Forest Apartments
2000 East Virginia Avenue Apartment 4
Des Moines, IA 50320

COMPLAINANTS

ROBERT & LAURA GUSOMANO

2000 East Virginia Avenue Apartment 2
Des Moines, Iowa 50320

AGGRIEVED PARTY

JORAM BRYANT

2000 East Virginia Avenue Apartment 2
Des Moines, Iowa 50320

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents discriminated against them by quoting a higher rent and pet deposit in an effort to discourage them from renting because of their national origin (not Hispanic or Latino). Complainants further alleged Respondent Belinda Diaz re-assigned their assigned garage #36, the last available garage, to a Mexican tenant based on national origin (not Hispanic or Latino). Complainants also alleged Respondent Diaz refused to accept their post-dated rent check and served them with a 3-Day Notice, resulting in different terms and conditions of rental based on national origin (not Hispanic or Latino). Respondents own or manage the subject property, a 144-unit apartment complex, located at 2000 East Virginia Avenue, Apartment 2, Des Moines, IA 50320.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.
Iowa Code § 216.8(1) (b).

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The parties agree the executed signature pages will be attached to the body of this Agreement to constitute one document.
6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants and Respondents agree otherwise, which they have done, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents have placed the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the placement of the posters, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Landlord Reference

10. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainants' tenancy at Respondents' property. Respondents agree they will provide the dates of Complainants' tenancy and will report they fulfilled the requirements of their lease agreement. Julie Worley, Property Manager, will be the contact person for any rental reference request for Complainants. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainants' tenancy, including the filing of this complaint.

Respondents agree to note in Complainants' tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's promise to vacate the apartment within 30 days of receiving a Closing Letter from the Commission and to leave the apartment in clean and undamaged condition, normal wear and tear excepted.

In addition, Respondents agree to send Complainants a general landlord reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The letter will state the dates of Complainants' tenancy and the fact that they fulfilled the requirements of their lease agreement.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainants' tenant file and that the tenant reference letter has been sent to Complainants, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Relief for Complainant

11. Respondents agree to pay Complainants \$5,000, without any deductions. Respondents agree to issue the check to Robert and Laura Gusomano at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.
12. Respondents agree to release Complainants from the terms of their rental agreement within 30 days of receiving a Closing Letter from the Commission. Complainant agrees to vacate apartment 2 within 30 days of receiving a Closing Letter from the Commission. Respondents agree to prorate any rent owed during this 30-day period to require Respondents to only pay rent for the days Respondents occupy the apartment. Respondents agree to consider Complainants' departure as a mutually agreed-upon termination of tenancy.

Respondents agree not to seek any monies from Complainants for terminating their rental agreement before its expiration date. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of apartment 2, with Complainants and their representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.


Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainants' security deposit.

Park Forest Residential Cooperative, RESPONDENT

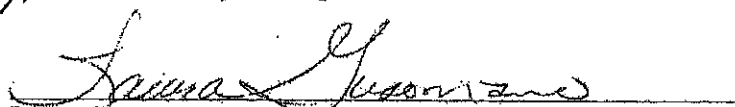
Date

Belinda Diaz, RESPONDENT

Date


Robert Gusomano, COMPLAINANT

01/18/2013
Date


Laura Gusomano, COMPLAINANT

1/18/2013
Date


Joram Bryant, AGGRIEVED PARTY

1/18/2013
Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Respondents agree not to seek any monies from Complainants for terminating their rental agreement before its expiration date. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of apartment 2, with Complainants and their representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainants' security deposit.



 Park Forest Residential Cooperative, RESPONDENT 1-18-13
Date

 Belinda Diaz, RESPONDENT Date

 Robert Gusomano, COMPLAINANT Date

 Laura Gusomano, COMPLAINANT Date

 Joram Bryant, AGGRIEVED PARTY Date

 Beth Townsend, DIRECTOR
 IOWA CIVIL RIGHTS COMMISSION Date

Respondents agree not to seek any monies from Complainants for terminating their rental agreement before its expiration date. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of apartment 2, with Complainants and their representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainants' security deposit.

Park Forest Residential Cooperative, RESPONDENT

Date


Belinda Diaz, RESPONDENT

1-18-13
Date

Robert Gusomano, COMPLAINANT

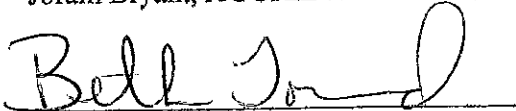
Date

Laura Gusomano, COMPLAINANT

Date

Joram Bryant, AGGRIEVED PARTY

Date


Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

1-22-13
Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63559
HUD# 07-13-0184-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

GUARANTY BANK & TRUST COMPANY

c/o Contract Exchange Corporation
Attn: Tony Schubert
222 Third Street SE Suite 302
Cedar Rapids, Iowa 52401

CONTRACT EXCHANGE CORPORATION

222 Third Street SE Suite 302
Cedar Rapids, Iowa 52401

TONY SCHUBERT

Contract Exchange Corporation
222 Third Street SE Suite 302
Cedar Rapids, Iowa 52401

MINDI FAGLE

Contract Exchange Corporation
222 Third Street SE Suite 302
Cedar Rapids, Iowa 52401

COMPLAINANT

MARY CHAPMAN

Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

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Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no pets" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, 24-unit apartment complex, located at 315 East Fourth Street, Ottumwa, Iowa 52501.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "no pets" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or

emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a “no pets” policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a “no pets” policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

12. Respondents agree Tony Schubert, Mindi Fagle and each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors

found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

<u>By: S D Ayres</u>	<u>2-25-13</u>
Guaranty Bank & Trust, RESPONDENT	Date
<u>Arthur E. Schurck Pres</u>	<u>2-25-13</u>
Contract Exchange Corporation, RESPONDENT	Date
<u>Tony Schubert</u>	<u>2-25-13</u>
Tony Schubert, RESPONDENT	Date
<u>Mindi Fagle</u>	<u>2-25-13</u>
Mindi Fagle, RESPONDENT	Date
<u>Mary Chapman, COMPLAINANT</u>	<u> </u>
Mary Chapman, COMPLAINANT	Date
<u>Beth Townsend</u>	<u>2-26-13</u>
Beth Townsend, DIRECTOR	Date
IOWA CIVIL RIGHTS COMMISSION	

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found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

Guaranty Bank & Trust, RESPONDENT

Date

Contract Exchange Corporation, RESPONDENT

Date

Tony Schubert, RESPONDENT

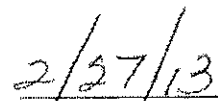
Date

Mindi Fagle, RESPONDENT

Date



Mary Chapman, COMPLAINANT



Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63557
HUD# 07-13-0186-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ROBERT C. GRIFFITH
508 Golden Oaks Drive
Council Bluffs, Iowa 51503

SANDRA P. GRIFFITH
508 Golden Oaks Drive
Council Bluffs, Iowa 51503

DEBORAH WOODS
c/o Robert & Sandra Griffith
508 Golden Oaks Drive
Council Bluffs, Iowa 51503

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no pets" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, 6-unit apartment complex, located at 237 Fairview Avenue, Council Bluffs, Iowa 51503.

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A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "no pets" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "no pets" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "no pets" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to

sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-

discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

12. Respondents agree Sandra Griffith and Deborah Woods will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree Sandra Griffith and Deborah Woods will attend and participate in a Community Fair Housing Event within 120 days of receiving a Closing Letter from the Commission. Respondents also agree if they cannot find a Fair Housing Event to attend, Respondents will be amenable to the Commission's recommendation of an upcoming Fair Housing Event to be hosted in Council Bluffs or surrounding communities. The parties agree if Respondent cannot find a Fair Housing Event to attend and if the Commission does not

recommend one this requirement would be voided.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 10 days of attending a Fair Housing Event.

Robert C. Griffith, RESPONDENT

Date

Sandra P. Griffith, RESPONDENT

Date

Deborah Woods, RESPONDENT

Date


Mary Chapman, COMPLAINANT

3/19/13
Date


Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

3-19-13
Date

recommend one this requirement would be voided.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 10 days of attending a Fair Housing Event.

Robert C. Griffith, RESPONDENT 3-22-13
Date

Sandra P. Griffith, RESPONDENT 3-22-13
Date

Deborah Woods, RESPONDENT 3-22-13
Date

Mary Chapman, COMPLAINANT _____
Date

Beth Townsend, DIRECTOR _____
IOWA CIVIL RIGHTS COMMISSION Date

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Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date