

Cedar Rapids Civil Rights Commission, Case File: 3362
The U.S. Department of Housing and Urban Development, Case File:07-13-
0260-8

CONCILIATION AGREEMENT

BETWEEN

4340 Maureen Court Home Owners Association

and

THE CEDAR RAPIDS CIVIL RIGHTS COMMISSION
425 SECOND STREET, SUITE 960
CEDAR RAPIDS, IOWA 52401

ON THE COMPLAINT OF:

Steven Kensicki

HISTORY OF COMPLAINTS ALLEGATIONS TO DATE

The allegations include the following:

Section: 804(c)

Issue: Terms and Conditions

Basis: Discriminatory statements

Allegation: Sale of unit to families with children prohibited

Subject Property: 4340 Maureen Court SE, Unit D, Cedar Rapids, Iowa

The complainant alleges that the discriminatory language has caused him to lose at least 3 buyers who seriously considered making him an offer on his unit until they read the home owners association's by-laws and covenant prohibiting children under the age of 18 from residing in the unit.

SECTION I - STANDARD PROVISIONS

1. It is understood that the signing of this Agreement does not constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes
2. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. Respondent agrees that all housing policies and actions shall be maintained and conducted in a manner which does not discriminate on the basis of race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, familial status, marital status, physical disability, mental disability, association, or retaliation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Respondent agrees to refrain from interfering with any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, familial status, marital status, physical disability, mental disability, association, or retaliation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

5. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which they own or manage, in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, national origin, gender identity, marital status, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
6. Respondent agrees to conduct all interactions with tenants of any dwelling which they own or manage in a reasonable and prompt manner, without regard to race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, familial status, marital status, physical disability, mental disability, association, or retaliation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
7. It is understood that the signing of this Agreement does not constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes.
8. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were or might have been alleged as charges filed with the Cedar Rapids Civil Rights Commission, the Iowa Civil Rights Commission, The U.S. Department of Housing and Urban Development, or any other anti-discrimination agency, subject to the performance by Respondent of the promises and representations contained herein.
9. Complainant agrees that any complaint filed with any other agency, including the Iowa Civil Rights Commission and The U.S. Department of Housing and Urban Development, or any other anti-discrimination agency, which involves the issues of this complaint, shall be withdrawn upon execution of this agreement.
10. Respondent acknowledges that they have been notified of requirements in the Federal Fair Housing Act Title VIII:
 - a. Section 804(c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.
 - b. Section 810(c) regarding failure to comply with Conciliation Agreement as follows: Whenever the Secretary has reasonable cause to believe that a Respondent has breached a Conciliation Agreement; the Secretary shall refer the matter to the United States Attorney

General with a recommendation that a civil action be filed under Section 14 for enforcement of such agreement.

c. Section 14 regarding enforcement by the Attorney General part (a) Pattern and Practice Cases reads as follows: Whenever the Attorney General has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of resistance to the full enjoyment of any of the rights granted by this title, or that any group of persons has been denied any of the rights granted by this title and such denial raises an issue of general public importance, the Attorney General may commence a civil action in any appropriate United States district court.

d. The Fair Housing Act Title VIII as amended can be found at www.HUD.gov

11. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents.

12. Respondent and Complainant agree not to disclose to any public news media, nor to any other public entity, the filing of this complaint or the terms of this Agreement. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

SECTION II – RELIEF FOR COMPLAINANT

1. The terms of this settlement agreement were voluntarily arrived at through mediation conducted on April 10, 2013 involving Steven Kensicki and 4340 Maureen Court Home Owner Association.

2. Steven Kensicki and 4340 Maureen Court Home Owner Association agree that within 45 days of the settlement agreement, the by-laws, covenant restrictions, and policies of the 4340 Maureen Court Home Owner Association shall be amended to comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended), the Iowa Civil Rights Act (Iowa Code Chapter 216) and City of Cedar Rapids Civil Rights Ordinance (Chapter 69). Specifically, they shall be amended in the following ways:

a. Removal of age restrictions.

b. Removal of restrictions against children under the age of 18 (familial status)

c. Amend sections regarding service and companion/emotional assistance animals.

3. Steven Kensicki and 4340 Maureen Court Home Owner Association agree that within 45 days of the settlement agreement the by-laws shall be

reviewed by an attorney to ensure the amendments abide with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended), the Iowa Civil Rights Act (Iowa Code Chapter 216) and City of Cedar Rapids Civil Rights Ordinance (Chapter 69).

4. Steven Kensicki and 4340 Maureen Court Home Owner Association agree that within 45 days of the settlement agreement, the amended by-laws shall be recorded with the Secretary of State and with the Linn County Recorder.

SECTION III – RELIEF FOR PUBLIC INTEREST

1. Steven Kensicki and 4340 Maureen Court Home Owner Association agree that the officers of 4340 Maureen Court Home Owner Association will participate in workplace Fair Housing training. This training will be arranged at the convenience of the Respondents within 45 days of the settlement agreement. The Respondent is also encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever questions arise.
2. The Cedar Rapids Civil Rights Commission has the authority and jurisdiction to audit the Respondent's bylaws and Covenants at the Commission's discretion. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by Steven Kensicki and 4340 Maureen Court Home Owner Association or any representative organization to seek or justify similar terms in any civil action or subsequent case.
3. Steven Kensicki and 4340 Maureen Court Home Owner Association agree that this agreement constitutes the entire agreement and there are no other terms to the agreement except those specified herein. They further agree that this agreement may not be modified without the expressed written permission of all parties involved and the Cedar Rapids Civil Rights Commission.

SECTION III - COMPLIANCE PROVISIONS

1. This Agreement constitutes the complete understanding between Complainant, Respondent and the Cedar Rapids Civil Rights Commission who are parties to this Agreement. This action does not reflect any judgment by the Cedar Rapids Civil Rights Commission as to the merits of the charge or the terms of the settlement.
2. The Cedar Rapids Civil Rights Commission does not waive its right to investigate any other charge, including a charge filed by a member of the Commission to institute a direct investigation of a complaint against Respondent.

3. Complainant, Respondent, and their representatives agree to hold the terms of this conciliation settlement confidential. Further, the parties specifically agree not to discuss the terms and conditions of this settlement with past, present or future HOA members, agents of the Respondent or any other individual, except as required by law.
4. The parties hereto agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.
5. The parties agree that a true copy of this Conciliation agreement and Release may be used in any legal proceeding in place of the original and that any such true copy shall have the same effect as the original.
6. Respondent and Complainant agree to close this case upon full execution of the terms of this agreement as being satisfactorily adjusted and to take no further action relating to the investigation of this matter, subject to the performance by Respondent of the promises and representations contained herein.

SECTION IV - REPORTING REQUIREMENTS

It is agreed by the Respondents that, within sixty (60) days of the signing of this Agreement, the Respondents shall submit to the Cedar Rapids Civil Rights Commission a written report and/or documents substantiating that the Respondents have performed the remedial actions required under the "RELIEF FOR THE COMPLAINANT" and "RELIEF FOR THE PUBLIC INTEREST" sections of this Agreement. Said report shall also include all steps taken in compliance with the provisions of this Conciliation Agreement and shall include any letters of notification or other correspondence sent to any person in connection therewith.

SECTION V - SIGNATURES

DATE _____

 Steven Kensicki, Complainant

DATE: 5/7/2013 _____

 Respondent, by Authorized Representative

DATE: 4/26/13 _____

 Karl Cassell, Executive Director
 Cedar Rapids Civil Rights Commission

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SECTION V - SIGNATURES

DATE 4-9-13

Steven Kensicki
Steven Kensicki, Complainant

ASSUMES NO
CHARGES BY
RESPONDENT SFK

DATE: _____

Respondent, by Authorized Representative

DATE: 4/26/13

Karl Cassell
Karl Cassell, Executive Director
Cedar Rapids Civil Rights Commission

