

FILED

JAN 10 2008 10:20AM  
MICHAEL K. JEANES, Clerk

By C. CASINO  
Deputy

1 TERRY GODDARD  
2 The Attorney General  
3 Firm No. 14000  
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5 Assistant Attorney General  
6 Civil Rights Division  
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8 Phoenix, AZ 85007  
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CERTIFIED COPY

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14 Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

15 THE STATE OF ARIZONA *ex rel.* TERRY  
16 GODDARD, the Attorney General; and THE CIVIL  
17 RIGHTS DIVISION OF THE ARIZONA  
18 DEPARTMENT OF LAW,

No. CV2006-017701

AMENDED CONSENT DECREE

19 Plaintiff,

(Assigned to Hon. John A. Buttrick)

20 v.

21 AIMCO Los Arboles, a Delaware limited partnership,  
22 and AIMCO Properties, a Delaware limited  
23 partnership,

24 Defendants.

25  
26 On November 17, 2006, Plaintiff, the State of Arizona, through Attorney General Terry  
27 Goddard and the Civil Rights Division (collectively "the State"), filed the above-captioned Complaint  
28 in Maricopa County Superior Court under CV2006-017701 against Defendants AIMCO

1 Los Arboles, LP, a Delaware limited partnership, and AIMCO Properties, LP, a Delaware limited  
2 partnership ("Defendants"), alleging that they engaged in disability discrimination against James  
3 Hayes, a prospective tenant, in violation of A.R.S. § 41-1491.19 of the Arizona Fair Housing Act  
4 ("Fair Housing Act"), when they failed to grant him a reasonable accommodation of having a co-  
5 signer to satisfy the income criteria for renting an apartment.

6 Defendant AIMCO Los Arboles, LP owns the Los Arboles apartment complex located in  
7 Chandler, Arizona. Defendant AIMCO Properties, LP is a limited partner in AIMCO Los Arboles,  
8 LP and other partnerships that own and operate conventional apartment communities in Arizona and  
9 nationwide. Defendants are affiliates of Apartment Investment and Management Company, a  
10 Maryland corporation ("AIMCO"). AIMCO is a self-administered and self-managed real estate  
11 investment trust engaged in the acquisition, ownership, redevelopment, and management of  
12 apartment communities. Through its affiliates OP Property Management LLC ("OP") and NHPMN  
13 Management, LLC ("NHPMN"), AIMCO manages apartment communities in 43 states, including  
14 Arizona, and the District of Columbia. These apartment communities managed by OP and NHPMN  
15 are referred to hereinafter as "the AIMCO properties". OP is the management agent for the AIMCO  
16 properties in which an AIMCO-controlled entity owns more than 30 percent. For AIMCO's fee-  
17 managed properties, or properties in which an AIMCO entity owns less than 30 percent, NHPMN is  
18 the management agent for the AIMCO properties. In consideration for the terms of this Amended  
19 Consent Decree, OP and NHPMN (the "AIMCO Management Entities") consent to the Court's  
20 jurisdiction and agree to be bound by the Amended Consent Decree (the "Amended Consent Decree"  
21 or "this Decree"). The AIMCO Management Entities have legal authority to implement the terms of  
22 the Amended Consent Decree at the AIMCO properties.

23 Defendant AIMCO Properties, LP represents, warrants and covenants that Defendant AIMCO  
24 Properties, LP, through its affiliated subsidiaries, uses and will continue to use uniform training  
25 materials, resident selection criteria and operating manuals, which shall include the provisions set  
26 forth in paragraphs 6, 7, 8 and 11 of this Amended Consent Decree, at all the conventional, non-  
27 government subsidized AIMCO residential rental properties in Arizona and throughout the United  
28

1 States that its subsidiaries manage, subject only to modifications in the materials to conform to state  
2 and local laws.

3 The State, Defendants, and the AIMCO Management Entities (collectively "the Parties")  
4 desire to resolve the issues raised by the Complaint without the time, expense and uncertainty of  
5 further contested litigation. The Parties expressly acknowledge that this Decree is the compromise of  
6 disputed claims and the Defendants and the AIMCO Management Entities acknowledge no  
7 wrongdoing whatsoever. The Parties agree to be bound by this Decree and not to contest that it was  
8 validly entered into in any subsequent proceeding to implement or enforce its terms. The Parties,  
9 therefore, have consented to the entry of this Decree, waiving trial, findings of fact and conclusions of  
10 law.

11 It appearing to the Court that entry of this Amended Consent Decree will further the  
12 objectives of the Arizona Civil Rights Act ("ACRA"), and that the Decree fully protects the Parties  
13 and the public with respect to the matters within the scope of this Decree,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

15 ***JURISDICTION***

16 1. This Court has jurisdiction over the subject matter of this action and over the Parties,  
17 and venue in Maricopa County is proper. The allegations of the Complaint, if proved, are sufficient  
18 to state a claim upon which relief may be granted against Defendants under the ACRA.

19 ***RESOLUTION OF THE COMPLAINT***

20 2. This Decree resolves all issues and claims set forth in the State's Complaint. This  
21 Decree also resolves all issues relating to acts and practices of discrimination to which this Decree is  
22 directed.

23 ***RELEASE***

24 3. Except for the obligations of the Defendants and the AIMCO Management Entities  
25 that are expressly set forth in this Decree, the Defendants and the AIMCO Management Entities and  
26 their affiliates, subsidiaries, officers, directors, agents, employees, successors, assigns, and all persons  
27 in active concert or participation with them, are released from any and all civil liability to the State  
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1 for the counts alleged in the Complaint in this matter.

2 ***COMPLIANCE WITH ACRA***

3 4. The Defendants and the AIMCO Management Entities agree that they shall abide by  
4 Arizona's civil rights laws with regard to the AIMCO properties in Arizona.

5 ***NO RETALIATION***

6 5. The Defendants and the AIMCO Management Entities shall not retaliate against James  
7 Hayes or any other person in any way for that person's opposition to a practice made unlawful by the  
8 ACRA, or for participation in the State's administrative proceedings or litigation in this case.

9 ***POLICY CHANGES***

10 6. On or before December 1, 2007, the Defendants and AIMCO Management Entities  
11 shall adopt a policy of granting a reasonable accommodation to allow any otherwise qualified  
12 applicant or tenant to use, at the tenant's option, either a co-signer or prepaid rent, when, because of  
13 disability, the applicant or tenant cannot meet the applicable financial criteria to qualify as a resident  
14 ("the expanded reasonable accommodation policy") at the AIMCO properties. The Defendants and  
15 the AIMCO Management Entities will adopt this expanded reasonable accommodation policy at all  
16 the AIMCO properties in Arizona and throughout the United States. Defendants and the AIMCO  
17 Management Entities provide to all their employees at all the conventional, non-government  
18 subsidized AIMCO residential rental properties in Arizona and throughout the United States, an  
19 identical operating manual ("the Operating Manual"). Defendants and the AIMCO Management  
20 Entities also use identical resident selection criteria ("the Residential Selection Criteria") and make  
21 the Resident Selection Criteria available to all prospective residents and existing tenants at all  
22 conventional, non-governmental subsidized AIMCO residential rental properties in Arizona and  
23 throughout the United States. The AIMCO Management Entities shall communicate the expanded  
24 reasonable accommodation policy to their employees at all the conventional, non-government  
25 subsidized properties those entities manage in Arizona and throughout the United States, by revising  
26 the content of the Operating Manual and the Resident Selection Criteria form. The AIMCO  
27 Management Entities shall communicate the expanded reasonable accommodation policy to all  
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1 employees working at properties managed by the AIMCO Management Entities through the fair  
2 housing training used in Arizona and throughout the United States. Those provisions are outlined  
3 more fully in Paragraphs 7, 8, 10, 11 and 12 of this Amended Consent Decree.

4       **7. Operating Manual.** On or before November 1, 2007, the Defendants and the AIMCO  
5 Management Entities will revise the Fair Housing section of the Operating Manual and submit the  
6 revised Fair Housing section of the Operating Manual for review by the State. The revised Fair  
7 Housing section will provide an explanation of the obligations of the Defendants and the AIMCO  
8 Management Entities to provide reasonable accommodations upon request to prospective residents  
9 and tenants with disabilities when necessary for them to have equal opportunity to use and enjoy a  
10 dwelling at the AIMCO properties and such accommodations do not impose an undue burden. The  
11 goal of this revised Fair Housing Section is to explain the federal and state fair housing law in plain  
12 language terms which will be readily understandable by the lay employee, and may also refer the lay  
13 employee to superiors or AIMCO's Legal Department for further guidance. The Parties acknowledge  
14 this submission has been made. By July 1, 2008, the AIMCO Management Entities will distribute the  
15 revised Fair Housing section of the Operating Manual to all of their conventional properties in  
16 Arizona and throughout the United States in the same manner as the AIMCO Management Entities  
17 provide periodic updates to the Operating Manual.

18       **8. Resident Selection Criteria.** On or before November 1, 2007, the Defendants and the  
19 AIMCO Management Entities shall revise their Resident Selection Criteria form, and submit the  
20 revised form for review by the State. The Parties acknowledge this submission has been made. The  
21 revised Resident Selection Criteria form will include the following statement: "In instances where  
22 sufficient income requirements cannot be met because of the applicant's disability, the Community  
23 will accept, at the applicant's option, either pre-paid rent or a co-signer, if requested by the  
24 applicant." The statement will appear in a size and font at least as large as the other text and will be  
25 placed in the Income History section of the Resident Selection Criteria form. By March 1, 2008, the  
26 Defendants and AIMCO Management Entities will distribute the revised Resident Selection Criteria  
27 form to all AIMCO conventional properties they manage in Arizona and throughout the United States  
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1 in the same manner customarily used to instruct employees at the communities about immediate use  
2 of revised forms. The Defendants and AIMCO Management Entities reserve the right to require such  
3 a co-signer to complete an Application for Residency and meet all other Resident Selection Criteria,  
4 including but not limited to credit check and background checks if also required of co-signers for  
5 non-disabled tenants or applicants. This paragraph is not intended to establish that any specific  
6 background or credit check criteria used by the Defendants and the AIMCO Management Entities  
7 complies with the Arizona Fair Housing Act.

8 ***POSTER***

9 9. The Defendants and the AIMCO Management Entities shall keep posted at all times in  
10 the AIMCO properties in Arizona, a poster provided by the State which states, in English and  
11 Spanish, that discrimination in housing based on race, color, national origin, religion, sex, disability  
12 or familial status is prohibited. For purposes of this paragraph, the poster shall be kept in a  
13 conspicuous, well-lighted place available to prospective residents and tenants in the common area of  
14 each of the AIMCO properties in Arizona only.

15 ***TRAINING***

16 10. Defendants and the AIMCO Management Entities currently use both in-person and  
17 computer online training methods to provide fair housing training to employees and agents at the  
18 AIMCO properties. On or before December 1, 2007, the AIMCO Management Entities shall revise  
19 the curriculum of the current online and in-person fair housing training to expand the unit about  
20 disability discrimination in accordance with Paragraph 11 of this Amended Consent Decree, and shall  
21 submit the revised disability curriculum for review by the State. After the AIMCO Management  
22 Entities revise the curriculum in accordance with Paragraph 11, they shall use the revised curriculum  
23 when providing fair housing training to employees at the AIMCO properties.

24 11. The revised online fair housing training curriculum will include, in writing and using  
25 plain language readily understandable by the lay person: (a) an explanation of the reasonable  
26 accommodation requirement under the Fair Housing Act (or the applicable substantially equivalent  
27 acts in the states other than Arizona); (b) clarification about the differences between the reasonable  
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1 accommodation and reasonable modification provisions under the Fair Housing Act (or the applicable  
2 substantially equivalent act in the states other than Arizona); (c) a description of the interactive  
3 accommodation process; (d) an explanation that a disabled prospective resident or tenant triggers the  
4 interactive accommodation process by making clear that the prospective resident or tenant is  
5 requesting a change or adjustment to a rule, policy, practice or service; (e) an explanation that the  
6 reasonable accommodation request need not be in writing or use the words "reasonable  
7 accommodation" to constitute a request for reasonable accommodation; and (f) examples to illustrate  
8 the revised fair housing training curriculum, including an example addressing the accommodation of  
9 permitting a co-signer or prepaid rent at the option of an otherwise qualified person who does not  
10 meet the applicable financial requirements contained in the Resident Selection Criteria form because  
11 of disability. The revised in-person fair housing training will also include the topics contained in  
12 subsections (a) - (f) of this paragraph. The goal of the revised curriculum is to explain the federal and  
13 state fair housing requirements in plain language that is readily understandable by the lay employee  
14 and may also refer the employee to superiors or the AIMCO Legal Department for further guidance.

15 12. On or before February 1, 2008, Defendants and the AIMCO Management Entities  
16 shall train all of their current supervisors, managers and employees who accept inquiries from  
17 prospective tenants and existing residents at the AIMCO properties in Arizona about fair housing.  
18 Thereafter, Defendants and the AIMCO Management Entities will train all new supervisors,  
19 managers and employees who accept inquiries from prospective tenants and existing residents at any  
20 of the AIMCO properties in Arizona as part of the orientation process, but no later than sixty (60)  
21 days from the date of hire, using the revised fair housing training curriculum referred to in paragraph

22 ***MONETARY RELIEF FOR AGGRIEVED PARTY***

23 13. Defendants and the AIMCO Management Entities shall, within fourteen (14) days  
24 after the effective date of the original Consent Decree, pay to James Hayes the sum of Two Thousand  
25 Dollars (\$2,000.00). Such payment shall be made in the form of a cashier's check made payable to  
26 James Hayes and transmitted to the State as indicated in paragraph 16 of the original Decree. The  
27 Parties acknowledge that this payment has been made.

1                    ***MONITORING FEES FOR THE STATE***

2            14. Defendants and the AIMCO Management Entities shall, within fourteen (14) days  
3 after the effective date of the original Consent Decree, pay to the State the sum of One Thousand  
4 Dollars (\$1,000.00) to monitor compliance of the Amended Consent Decree and to enforce civil  
5 rights in Arizona. Such payment shall be made in the form of a cashier's check made payable to  
6 "The Arizona Attorney General's Office." The Parties acknowledge that this payment has been  
7 made. Monitoring shall include, but not be limited to, reviewing and approving the revised Fair  
8 Housing Section of the Operating Manual, the Resident Selection Criteria form, and the revised  
9 online fair housing training curriculum; adoption and dissemination of the revised Operating Manual  
10 and Resident Selection Criteria; completion of fair housing training; and otherwise ensuring  
11 compliance by Defendants and the AIMCO Management Entities with the terms of this Amended  
12 Consent Decree.

13                    ***REPORTS***

14            15. In addition to the reporting requirements contained in Paragraphs 7, 8 and 10 of this  
15 Amended Consent Decree, the Defendants or AIMCO Management Entities shall provide written  
16 reports to the State commencing six (6) months after the effective date of this Amended Consent  
17 Decree, and annually thereafter for the remainder of this Decree. The written reports shall be in letter  
18 form from the AIMCO Legal Department which represents the AIMCO Management Entities and  
19 Defendants. The written reports shall confirm: (1) that the expanded reasonable accommodation  
20 policy and the related changes to the Operating Manual, Resident Selection Criteria, and the fair  
21 housing training curriculum to be adopted pursuant to Paragraphs 6, 7, 8, 10 and 11 of this Amended  
22 Consent Decree are in effect; and (2) that Defendants and the AIMCO Management Entities have  
23 carried out the Arizona training required by Paragraph 12 of this Amended Consent Decree.

24                    ***NOTICE***

25            16. When the Amended Consent Decree requires the submission of payment, reports,  
26 notices or materials for review to the State, they shall be mailed to: Sandra R. Kane, Assistant  
27 Attorney General, Office of the Attorney General, Civil Rights Division, 1275 W. Washington,  
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1 Phoenix, Arizona 85007, or her successor(s). When this Amended Consent Decree requires the State  
2 to submit any notices to the Defendants or the AIMCO Management Entities, they shall be mailed to:  
3 Eric Hilty, Senior Vice President, Assistant General Counsel and Assistant Secretary, AIMCO, 4582  
4 S. Ulster Street Parkway, Suite 1100, Denver, Colorado 80327, or his successor(s).

5 ***REVIEW BY THE STATE***

6 17. When the Amended Consent Decree requires the State to review revised documents  
7 and training materials, the State will review the documents to determine if they meet the minimum  
8 requirements set forth in the applicable paragraphs of this Amended Consent Decree, and return the  
9 draft curriculum with any comments within fourteen (14) days of receipt of the document.

10 ***CONTINUING JURISDICTION OF THE COURT***

11 18. The Court shall retain jurisdiction over both the subject matter of this Amended  
12 Consent Decree and the Parties for two years from the date of entry of this Amended Consent Decree  
13 to effectuate and enforce this Amended Consent Decree. The State may, for good cause shown,  
14 petition this Court for compliance with this Amended Consent Decree at any time during the period  
15 that this Court maintains jurisdiction over this action. In the event that Defendants or the AIMCO  
16 Management Entities fail to comply in a timely fashion with the requirements of this Amended  
17 Consent Decree, the Parties will engage in good faith efforts to resolve the delay. If, however, the  
18 good faith efforts to resolve the delay are unsuccessful, the State may petition the Court to seek  
19 compliance with the Amended Consent Decree. For purposes of this paragraph, good faith efforts  
20 shall mean that the State shall notify Defendants and the AIMCO Management Entities in writing of  
21 the alleged failure to comply with specific requirements of the Amended Consent Decree. The  
22 Defendants and the AIMCO Management Entities shall have 15 days to respond in writing and to  
23 reach an agreement with the State to cure any alleged failure to comply with the Amended Consent  
24 Decree. If no agreement is reached or the failure to comply is not cured, the Parties agree that the  
25 State may seek a liquidated penalty of \$20,000 should Defendants or the AIMCO Management  
26 Entities fail to implement the provisions of Paragraphs 6, 7, 8, 10, 11, and 12, or report compliance  
27 under Paragraphs 15 and 16 of the Amended Consent Decree. In the event either the State does not  
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1 submit any petitions for compliance with the Amended Consent Decree or the Court determines that  
2 Defendants and the AIMCO Management Entities have complied with the Amended Consent Decree,  
3 this Decree shall automatically expire and the Court shall lose jurisdiction over this action on the date  
4 two years after entry of the Amended Consent Decree.

5 19. This Amended Consent Decree may be modified only by order of this Court. Should  
6 Defendants or the AIMCO Management Entities' business practices change during the term of the  
7 Amended Consent Decree affecting the continued use of the Operating Manual, Resident Selection  
8 Criteria or the revised fair housing training curriculum in the manner set forth above, the Parties agree  
9 that Defendants or the AIMCO Management Entities will notify the State. The Parties to this  
10 Amended Consent Decree shall endeavor in good faith to resolve informally any differences  
11 regarding modification of this Amended Consent Decree prior to bringing such matters to the Court  
12 for resolution. For purposes of this paragraph, good faith efforts shall mean that the Defendants or  
13 the AIMCO Management Entities shall notify the State in writing of any request for modification of  
14 the terms of the Amended Consent Decree related to a change in the Defendants' or the AIMCO  
15 Management Entities' business practices. The State shall respond in writing within 15 days of receipt  
16 of the Defendants' or the AIMCO Management Entities' notice of request for modification to advise  
17 whether it will agree to the requested modification. Should the Parties agree on the requested  
18 modification or an alternate modification, the Parties will enter into a stipulation to modify the  
19 Amended Consent Decree, and submit the stipulation and a proposed order for approval by the Court.  
20 Should the Parties not concur about the requested modification or an alternate modification within 30  
21 days of the date of the notice of request for modification of the terms of the Amended Consent  
22 Decree, the Defendant or AIMCO Management Entities may petition the Court for modification of  
23 the terms and conditions of this Amended Consent Decree.

24 ***MISCELLANEOUS PROVISIONS***

25 20. This Amended Consent Decree shall be binding on Defendants and the AIMCO  
26 Management Entities and their successors and assigns.

1 21. This Amended Consent Decree shall be governed in all respects by the laws of the  
2 State of Arizona.

3 22. The Parties shall bear their respective attorneys' fees and costs incurred in this action  
4 up to the date of entry of this Amended Consent Decree. In any action brought to assess or enforce  
5 Defendants' or the AIMCO Management Entities' compliance with the terms of this Amended  
6 Consent Decree, the Court may in its discretion award reasonable costs and attorneys' fees to the  
7 prevailing party.

8 ***EFFECTUATING CONSENT DECREE***

9 23. The Parties agree to the entry of this Amended Consent Decree upon final approval by  
10 the Court.

11 24. The effective date of this Amended Consent Decree shall be the date that it is entered  
12 by this Court.

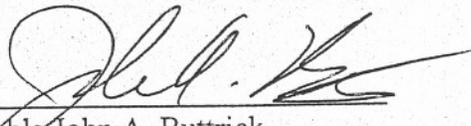
13 25. The Amended Consent Decree supersedes and replaces the original Consent Decree  
14 entered by this Court on June 27, 2007.

15 ENTERED AND ORDERED THIS 4<sup>th</sup> day of January, ~~2007~~ 2008.

16  
17 The foregoing instrument is a full, true and correct copy  
18 of the original document.

19 Attest Michael K. Jeanes 20 08  
MICHAEL K. JEANES, Clerk of the Superior Court of the  
20 State of Arizona, in and for the County of Maricopa.

21 By C. CASAS Deputy

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Honorable John A. Buttrick  
Maricopa County Superior Court

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**CONSENT TO AMENDED CONSENT DECREE**

1. On behalf of AIMCO Los Arboles, LP, I acknowledge that I have read the foregoing Amended Consent Decree.

2. AIMCO Los Arboles, LP agrees to the jurisdiction of the Court, and consents to entry of this Amended Consent Decree.

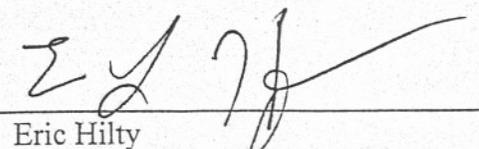
3. AIMCO Los Arboles, LP states that no promise of any kind or nature whatsoever (other than the terms of this Amended Consent Decree) was made to induce it to enter into this Amended Consent Decree, that it has entered into this Amended Consent Decree voluntarily, and that this Amended Consent Decree constitutes the entire agreement between Defendants, the AIMCO Management Entities, and the State.

4. I am the Senior Vice President, Assistant General Counsel and Assistant Secretary of the general partner of AIMCO Holdings, LP, which is the general partner of Defendant AIMCO Los Arboles, LP. I am also the Senior Vice President, Assistant General Counsel and Assistant Secretary of AIMCO Holdings QRS, Inc., which is the general partner of AIMCO Holdings, LP. I have been expressly authorized by AIMCO Holdings QRS, Inc. and AIMCO Holdings, LP to execute this Consent to Amended Consent Decree for and on behalf of AIMCO Los Arboles, LP.

AIMCO Los Arboles, LP  
a Delaware limited partnership

By: AIMCO Holdings, LP,  
a Delaware limited partnership,  
its General Partner

By: AIMCO Holdings QRS, Inc.  
a Delaware corporation  
its General Partner

By   
Eric Hilty  
Senior Vice President, Assistant General Counsel  
and Assistant Secretary

1 State of Colorado )  
2 County of Denver ) SS  
3 )

4 SUBSCRIBED AND SWORN to before me this 18 day of December, 2007, by  
Eric Hilty

Cheryl A. Martin  
Notary Public

6 My Commission Expires:  
7 9-7-2008





1 State of Colorado )  
2 County of Denver ) SS  
3 )

4 SUBSCRIBED AND SWORN to before me this 18 day of December, 2007, by

5 Eric Hilty

6 Cheryl A. Martin  
7 Notary Public

8 My Commission Expires:

9 9-7-2008



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**CONSENT TO AMENDED CONSENT DECREE**

1. On behalf of OP Property Management, LLC, I acknowledge that I have read the foregoing Amended Consent Decree.

2. OP Property Management, LLC agrees to the jurisdiction of the Court, and consents to entry of this Amended Consent Decree.

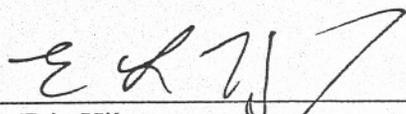
3. OP Property Management, LLC states that no promise of any kind or nature whatsoever (other than the terms of this Amended Consent Decree) was made to induce it to enter into this Amended Consent Decree, that it has entered into this Amended Consent Decree voluntarily, and that this Amended Consent Decree constitutes the entire agreement between Defendants, the AIMCO Management Entities, and the State.

4. I am the Senior Vice President, Assistant General Counsel and Assistant Secretary of the general partner of AIMCO Properties, LP, which is the sole member of OP Property Management, LLC, and have been expressly authorized by AIMCO GP, Inc., as general partner of AIMCO Properties, LP to execute this Consent to Amended Consent Decree for and on behalf of OP Property Management, LLC.

OP PROPERTY MANAGEMENT, LLC,  
a Delaware limited liability company

By: AIMCO Properties, L.P.,  
a Delaware limited partnership,  
its Sole Member

By: AIMCO-GP, INC.  
a Delaware corporation  
its general partner

By:   
Eric Hilty  
Senior Vice President, Assistant General Counsel  
and Assistant Secretary



1 **CONSENT TO AMENDED CONSENT DECREE**

2 1. On behalf of Defendant NHPMN Management, LLC, I acknowledge that I have read the  
3 foregoing Amended Consent Decree.

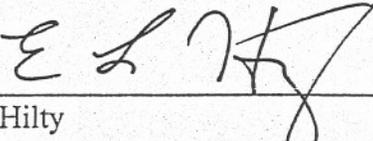
4 2. NHPMN Management, LLC agrees to the jurisdiction of the Court, and consents to entry  
5 of this Amended Consent Decree.

6 3. NHPMN Management, LLC states that no promise of any kind or nature whatsoever  
7 (other than the terms of this Consent Decree) was made to induce it to enter into this Amended Consent  
8 Decree, that it has entered into this Decree voluntarily, and that this Decree constitutes the entire  
9 agreement between Defendants, the AIMCO Management Entities, and the State.

10 4. I am the Senior Vice President, Assistant General Counsel and Assistant Secretary of  
11 AIMCO/Bethesda Holdings, Inc., the sole member of NHPMN Management, LLC, and have been  
12 expressly authorized by AIMCO/Bethesda Holdings, Inc. to enter into this Amended Consent Decree  
13 for and on behalf NHPMN Management, LLC.

14 NHPMN MANAGEMENT, LLC.  
15 a Delaware limited liability company

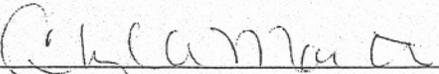
16 By: AIMCO/Bethesda Holdings, Inc.,  
17 a Delaware corporation,  
18 its Sole Member

19 By   
20 Eric Hilty  
21 Senior Vice President, Assistant General Counsel and  
Assistant Secretary

22 State of Colorado )  
23 ) SS  
24 County of Denver )

25 SUBSCRIBED AND SWORN to before me this 18 day of December  
26 2007, by Eric Hilty



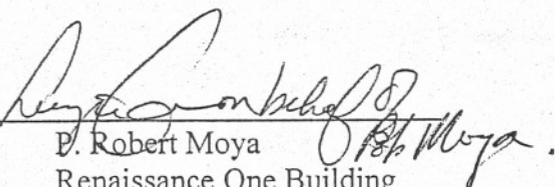
  
Notary Public

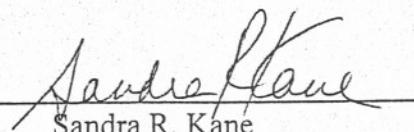
27 My Commission Expires:  
28 9-7-2008

1 APPROVED AS TO FORM AND SUBSTANCE:

2 QUARLES & BRADY, LLP

TERRY GODDARD  
Attorney General

3  
4  
5 By   
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