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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

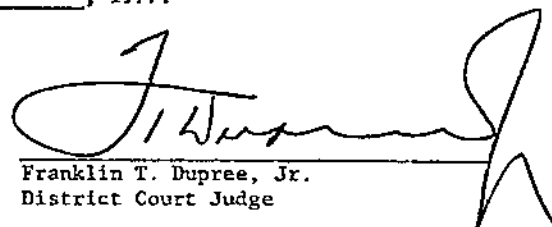
JOHN R. WHITTY, CLERK
U. S. DISTRICT COURT
E. DIST. NO. CAR.

RAZZIE FULLER,)	Civil Action No. 76-0246-CIV-5
Plaintiff)	
)	
vs.)	
)	
RALEIGH NORTH APARTMENTS,)	JUDGMENT
et al,)	
Defendants)	

The named plaintiff having filed her Complaint demanding a preliminary and permanent injunction and declaratory relief as appears more fully by the said Complaint and prayer for relief therein, and the plaintiff and defendants having agreed upon a basis for the adjudgment of the matters alleged in the Complaint and the entry of a Judgment in this action, and having entered into a Stipulation, the original of which is being filed with the Court, and due deliberation being had thereon, now, on motion of counsel for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED, that final judgment in favor of the plaintiff and against the defendants is hereby granted and ordered entered as a Judgment in this action in accordance with the terms of said Stipulation.

Dated: March 6, 1977.


Franklin T. Dupree, Jr.
District Court Judge

CC to Counsel

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

RAZZIE FULLER, on behalf of herself)	Civil Action No. 76-0246-CIV-5
and all other persons similarly)	
situated,)	
)	
Plaintiffs)	
)	
vs.)	
)	
RALEIGH NORTH APARTMENTS, a partner-)	
ship composed of EDWARD N. RICHARDS)	STIPULATION
and RAYMOND A. BRYAN, JR.; EDWARD N.)	
RICHARDS and RAYMOND A. BRYAN, JR.;)	
NORTH HILLS, INC., doing business)	
as Rental Management Company; SARAH)	
TURNER, individually and in her)	
capacity as agent of NORTH HILLS,)	
INC.; and their agents, subordinates)	
and employees,)	
)	
Defendants)	

WHEREAS, plaintiff Razzie Fuller commenced this action on December 20, 1976; and

WHEREAS, plaintiff Razzie Fuller and defendants Raleigh North Apartments, Edward N. Richards, Raymond A. Bryan, Jr., North Hills, Inc., Rental Management Company and Sarah Turner have agreed to settle this action without trial or adjudication of any issue of fact or law herein, and without this Stipulation constituting evidence or an admission with respect to any such issue; and

WHEREAS, defendants Raleigh North Apartments, Edward N. Richards, Raymond A. Bryan, Jr., North Hills, Inc., Rental Management Company and Sarah Turner hereby admit the jurisdiction of this Court with respect to the subject matter of this action and of the parties hereto and enter a general appearance;

NOW, THEREFORE, without trial or adjudication of any issue of fact or law raised by the Complaint herein, the parties hereby agree as follows:

1. Plaintiff Razzie Fuller and defendants Raleigh North Apartments, Edward N. Richards, Raymond A. Bryan, Jr., North Hills, Inc., Rental Management Company and Sarah Turner hereby waive the entry

of findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure and consent to the entry by the Court of the Final Judgment in the form annexed hereto as Exhibit A, at any time after the date hereof upon motion of either party without notice or any further proceedings;

2. The parties herein have reached an accord on the procedures which they deem appropriate for the termination of subsidized tenancies in apartment buildings constructed and financed pursuant to Section 221(d)(3) of the National Housing Act, 12 U.S.C. §1715 1(d)(3), and Section 236 of the National Housing Act, 12 U.S.C. §1715 2-1, including those apartment buildings owned or managed by defendants in the State of North Carolina. Said parties have agreed by and through their attorneys that they will assume and will execute the following duties under the settlement agreement:

a. That all terminations of such tenancies, subsequent to the date hereof, including terminations based on violations of lease or on nonrenewal of lease, shall be made only upon notice of and a showing of good cause;

b. That the provisions of the Housing and Urban Development "Tenant Eviction Procedures", 24 C.F.R. §450 et seq., 41 Fed. Reg. 43332, are binding upon the plaintiff Razzie Fuller and defendants, subsequent to November 30, 1976, and will be followed in regard to the plaintiff Razzie Fuller;

c. That defendants will not terminate the lease of the plaintiff Razzie Fuller unless the procedures set out and referenced in subparagraphs a and b above have been followed;

d. That the plaintiff Razzie Fuller will recertify her income to Raleigh North Apartments according to the

terms of her present lease dated July, 1974, and will execute a new lease based upon such recertification, as a condition for continued tenancy, if required by Raleigh North Apartments;

e. In the event the plaintiff Razzie Fuller complies with the conditions for continued tenancy as set out in subparagraph d, she will restrict the occupants of her apartment or dwelling unit at Raleigh North Apartments to those persons who are members of her "family" as defined by 24 C.F.R. §236.2(b);

f. That defendants will provide to plaintiff's attorneys a list of those apartments described in paragraph 2, upon the execution of this Stipulation, and such information may be used exclusively by the plaintiff's attorneys to determine whether the defendants have substantially complied with the provisions of subparagraphs a through i. Except for the limited and exclusive purpose stated herein, such list or any information contained therein, shall not be disclosed in any manner whatsoever by such attorneys, the Wake County Legal Aid Society or their successors;

g. That defendants will provide by amendment to the present leases or by execution of new leases that the rights and procedures set out in the HUD "Tenant Eviction Procedures", 24 C.F.R. §450 et seq., will be incorporated into the terms and obligations of all present and future leases for subsidized tenants of apartment buildings described above in paragraph 2, including the present and future leases of plaintiff Razzie Fuller. Said amendment to leases will be prepared by defendant North Hills, Inc., doing business

as Rental Management Company, and will be sent to the Federal Housing Commissioner or his agent for approval within thirty (30) days from the entry of the Stipulation in the above-styled action. Within one hundred twenty (120) days of receipt of approval of the amendment or revised lease by the Federal Housing Commissioner or his agent, defendants North Hills, Inc. and Rental Management Company will execute the approved amendment or new lease or both for said tenants;

h. That defendants have agreed that North Hills, Inc. will provide plaintiff's attorneys within thirty (30) days of the execution of the amendments and/or new leases for said tenants, with an affidavit by the managing agent of Rental Management Company stating that the provisions of this agreement have been met in accord with subparagraph g above. Said affidavit will be in the same form as the model annexed hereto as Exhibit B;

i. That defendants have agreed that North Hills, Inc., d/b/a Rental Management Company, will within a reasonable period of time after the approval of the Federal Housing Commissioner or his agent, post in a conspicuous place in the office of each project as hereinabove stated, a notice to tenants of the HUD "Tenant Eviction Procedures" in substantially the same form as the model annexed hereto as Exhibit C. Such notice will be sent to the Federal Housing Commissioner or his agent, for approval within thirty (30) days from the entry of the Stipulation in the above-styled action.

3. Any managing agent succeeding North Hills, Inc. shall be bound by the terms of this agreement;

4. All provisions of this agreement shall remain in effect unless they become contrary to law or governmental regulations or otherwise amended. Those portions subsequently becoming contrary or violating such law or regulation shall be void, but the remainder of the agreement shall continue in effect;

5. Neither this Stipulation nor the Judgment, nor anything contained herein or therein shall constitute evidence or an admission or adjudication with respect to any allegation of the Complaint or of any wrongdoing or misconduct on the part of defendants; or any director, officer or affiliated person thereof;

6. Annexed hereto as Exhibit D and made a part hereof is a certificate dated February 17, 1977, of the Secretary of North Hills, Inc. as to resolutions duly adopted by the Executive Committee of the Board of Directors of North Hills, Inc., evidencing its consent to this Stipulation.

Dated: February 23, 1977.

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